

RECORDED  
OAKLAND COUNTY  
REGISTER OF DEEDS  
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11/07/2014 11:27:48 A.M. RECEIPT# 112705  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

Eighteenth Amendment to King's Cove Master Deed, OCC Sub. Plan No. 148

King's Cove is an Oakland County Condominium Subdivision, being Plan No. 148, according to the Master Deed recorded in Liber 10318, Pages 81 et seq., as amended by a First Amendment recorded in Liber 6290, Pages 845 through 880;; Second Amendment recorded in Liber 6377, Pages 88 through 117; Third Amendment recorded in Liber 6429, Pages 839 through 868; Fourth Amendment recorded in Liber 6445, Pages 46 through 64; Fifth Amendment recorded in Liber 6503; Pages 152 through 188; Sixth Amendment recorded in Liber 6651, Page 690; Seventh Amendment recorded in Liber 6837, Pages 344 through 370; Eighth Amendment recorded in Liber 7082, Pages 239 through 260; Ninth Amendment recorded in Liber 7175, Pages 448 through 475; Tenth Amendment recorded in Liber 7341, Pages 322 through 356; Eleventh Amendment recorded in Liber 7394, page 839; Twelfth Amendment recorded in Liber 7401, Pages 712 through 745; Thirteenth Amendment recorded in Liber 9828, Pages 631 through 641; Fourteenth Amendment recorded in Liber 14705, Pages 501 through 525; Fifteenth Amendment recorded in Liber 20218, Pages 203 through 214; Sixteenth Amendment recorded in Liber 20218, Pages 217 through 218; Seventeenth Amendment recorded in Liber 36826, Pages 390 through 413 inclusive, Oakland County Records.

15-03-301-000ent

MCL 559.190 provides for amendment of the King's Cove Condominium Master Deed and Exhibit A by affirmative vote of two thirds of the qualified co-owners; and,

The Board of Directors of King's Cove Association is the duly created administrator of the affairs of King's Cove Condominium; and,

The Board of Directors of King's Cove Association is desirous to amend the Master Deed and Bylaws attached as Exhibit A to the Master Deed as amended, to effectuate approved amendments; and,

The requisite approval of the unit owners of units in King's Cove Condominium as required by MCL 559.190 has been obtained, and evidence is maintained in the Association records.

The requisite approval of the mortgagees of units in King's Cove Condominium as required by MCL 559.190(a) has been obtained through written ballot, and is maintained in the Association records.

Therefore, the Master Deed and Exhibit A, the Condominium Bylaws are amended as reflected in the Eighteenth Amendment to the Master Deed of King's Cove and Exhibit A, the 2014 Restated Condominium Bylaws attached hereto.

77P  
R

O.K. - RC

Except as amended by the Eighteenth Amendment to the King's Cove Master Deed and Condominium Bylaws, the King's Cove Condominium Documents and Subdivision Plans as previously recorded remain unchanged and in full force and effect.

King's Cove Association  
A Michigan Nonprofit Corporation

By: Richard J. Stinson  
Richard Stinson  
Its: President of the Board of Directors

STATE OF MICHIGAN       )  
                                      ) ss.  
COUNTY OF OAKLAND    )

On this 30<sup>th</sup> day of October, 2014, the attached Eighteenth Amendment to the Master Deed of King's Cove Condominium and Exhibit A, the Condominium Bylaws was acknowledged before me, Richard Stinson, as President of the Board of Directors of King's Cove Association, a Michigan Nonprofit Corporation, on behalf of the Association, pursuant to the requisite approval of the general membership.

Carol Anne Cooper  
AROL ANNE COOPER  
Notary Public - Michigan  
Macomb County State of Michigan, County of Macomb  
My Commission Expires Jul 16, 2019 Commission Expires: July 16, 2019  
Acting in the County of Oakland in the County of Oakland

Drafted By And When Recorded Return To:

SCHLOTTMAN & WAGNER, P.C.  
Judi M. Schlottman (P35479)  
43642 Elizabeth  
Clinton Township, MI 48036  
(586) 465-1330

EIGHTEENTH AMENDMENT  
TO  
KING'S COVE MASTER DEED  
(2014 RESTATEMENT OF AMENDED AND RESTATED MASTER DEED)  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN #148

This Eighteenth Amendment to the King's Cove Master Deed is made as required or permitted by the provisions of MCL 559.101 et seq. this 30<sup>th</sup> day of October, 2014, by King's Cove Association a Michigan Nonprofit Corporation (Association).

King's Cove, was established by recordation of the Master Deed on September 4, 1973, in Liber 6161, Pages 281 through 330, Oakland County Records, First Amendment recorded in Liber 6290, Pages 845 through 880;; Second Amendment recorded in Liber 6377, Pages 88 through 117; Third Amendment recorded in Liber 6429, Pages 839 through 868; Fourth Amendment recorded in Liber 6445, Pages 46 through 64; Fifth Amendment recorded in Liber 6503; Pages 152 through 188; Sixth Amendment recorded in Liber 6651, Page 690; Seventh Amendment recorded in Liber 6837, Pages 344 through 370; Eighth Amendment recorded in Liber 7082, Pages 239 through 260; Ninth Amendment recorded in Liber 7175, Pages 448 through 475; Tenth Amendment recorded in Liber 7341, Pages 322 through 356; Eleventh Amendment recorded in Liber 7394, page 839; Twelfth Amendment recorded in Liber 7401, Pages 712 through 745; Thirteenth Amendment recorded in Liber 9828, Pages 631 through 641; Fourteenth Amendment recorded in Liber 14705, Pages 501 through 525; Fifteenth Amendment recorded in Liber 20218, Pages 203 through 214; Sixteenth Amendment recorded in Liber 20218, Pages 217 through 218; Seventeenth Amendment recorded in Liber 36826, Pages 390 through 413 inclusive, Oakland County Records.

The Association by recording this 2014 Restatement of the Amended and Restated Master Deed, together with the Restated Condominium Bylaws attached as Exhibit "A" (The Condominium Subdivision Plans attached as Exhibit B to the 14<sup>th</sup> Amendment to the King's Cove Master Deed are incorporated without re-recording) reaffirms the establishment of the real property described below and all of the improvements now located on such real property and any appurtenances as a residential condominium complex per the Condominium Act. This 2014 Restatement of the Amended and Restated Master Deed is recorded with the consent of the Co-owners of units in the Condominium as required by the provisions of MCL 559.190 as amended.

The Association, by recording this 2014 Restatement of the Amended and Restated Master Deed declares that King's Cove shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used, subject to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this 2014 Restatement of the Amended and Restated Master Deed and Exhibit A, all of which run with the land described below and constitute both a benefit and a burden to all upon acquisition of an interest in the condominium.

This 2014 Restatement of the Amended and Restated Master Deed, and Exhibit A is intended to and does supersede all previous Master Deed amendments. In all other

respects the Exhibit B Condominium Subdivision Plans as recorded previously remain in full force and effect.

## ARTICLE I

### TITLE AND NATURE

The Condominium Project shall be known as King's Cove, Oakland County Condominium Subdivision Plan No. 148. The architectural plans for the project were approved by the Township of Avon, Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit are set forth completely in the Condominium Subdivision Plans attached as Exhibit "B" to the 14<sup>th</sup> Amendment. Each building contains individual units for residential purposes and each unit has its own entrance from and exit to the Common Elements. Each Co-owner has an exclusive right to his unit and undivided and inseparable rights to share Common Elements with other Co-owners of the Complex.

## ARTICLE II

### LEGAL DESCRIPTION

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

Part of the Southwest 1/4 of Section 3, T.3N., R.11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant N. 88° 00'00"W. 923.34 feet, and N. 26° 04'02"W. 1592.00 feet from the South 1/4 Corner of Section 3, T.3N., R.11 E., and proceeding thence N. 26° 04'02"W. 1682.00 feet, thence S. 87° 36'10"E. 760.00 feet, thence S. 13° 21'07"E. 38.08 feet, thence along a curve to the left, Radius 265.00 ft. An Arc Distance of 615.51 feet, central angle 143° 23'50" chord bearing N. 20° 41'55"W. A distance of 503.19 feet, thence S. 51° 00'00"E. 92.00 ft. thence along a Curve to the Right, Radius 410.00 ft. An Arc Distance of 322.01 feet, central angle 45° 00'00", Chord bearing N. 28° 30'00"W. A distance of 313.80 feet, thence S. 06° 00'00"E. 155.00 feet, thence along a curve to the left, Radius 450.00 ft. An Arc Distance of 431.97 feet, central angle 55° 00'00", chord bearing N. 33° 30'00"W. A distance of 415.57 feet, thence along a curve to the Right, radius 200.00 ft. An Arc Distance of 180.35 feet, central angle 51° 40'00" chord bearing N. 35° 10'00"W. a Distance of 174.30 feet, thence along a curve to the left, Radius 372.32 ft. an Arc Distance of 25.00 feet, central angle 03° 50'24", chord bearing S. 11° 65'12"E. A distance of 24.95 feet, thence N. 86° 37' 54" W. 471.65 feet to the point of beginning, containing 649,235 square feet. Subject to Easements of Record, and including an ingress-egress easement.



The land added to the Condominium Project by the First Amendment is more particularly described as follows:

Part of the Southwest 1/4 Section 3, T.3N., R.11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 830.00 feet from the South 1/4 corner of Section 3, T.3N., R.11 E., and proceeding thence North 26 degrees 04 minutes 02 seconds West 336.00 feet; thence North 71 degrees 06 minutes 19 seconds East 280.88 feet; thence North 49 degrees 11 minutes 20 seconds East 143.94 feet; thence along a curve to the left Radius 372.32 feet, an arc distance of 161.24 feet; thence South 68 degrees 00 minutes 00 seconds East 48.07 feet; thence South 22 degrees 00 minutes 00 seconds West 144.85 feet; thence South 55 degrees 03 minutes 03 seconds West 426.21 feet to the point of beginning. Containing 133,025 square feet. Subject to easements of record; and part of the Southwest 1/4 of Section 3, T.3N., R.11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 1166.00 feet from the South 1/4 corner of Section 3, T.3N., R.11 E., and proceeding thence North 26 degrees 04 minutes 02 seconds West 426.00 feet; thence South 86 degrees 37 minutes 54 seconds East 471.65 feet; thence along a curve to the left Radius 372.32 feet, an arc distance of 195.00 feet; thence South 49 degrees 11 minutes 20 seconds West 143.94 feet; thence South 71 degrees 06 minutes 19 seconds West 280.88 feet to the point of beginning. Subject to easements of record. Containing 133,659 square feet.

The land added to the Condominium Project by the Second Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan described as beginning at a point distant N. 88° 00' 00" W. 923.34 feet and N. 26° 04' 02" W. 3,274.00 feet and S. 87° 36' 10" E. 760.00 feet and S. 13° 21' 07" E. 75.00 feet and S. 54° 03' 19" E. 36.72 feet and S. 54° 03' 19" E. 19.28 feet and S. 30° 37' 27" E. 194.32 feet and S. 14° 24' 54" W. 49.00 feet and S. 30° 09' 01" E. 54.08 feet and S. 78° 33' 52" E. 270.85 feet and S. 12° 00' 00" W. 175.00 feet and S. 45° 15' 07" E. 125.90 feet and S. 36° 00' 00" W. 80.00 feet and S. 13° 18' 58" W. 110.49 feet and S. 26° 48' 42" E. 78.80 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence S. 26° 48' 42" E. 93.00 feet; thence S. 12° 30' 00" W. 95.00 feet; thence S. 37° 30' 00" E. 105.00 feet; thence S. 29° 00' 00" W. 65.98 feet; thence along a curve to the right, radius 100.83 feet, an arc distance of 158.38 feet, central angle 90° 00' 00", chord 142.59 feet, chord bearing S. 73° 59' 57" W.; thence along a curve to the right, radius 390.00 feet, an arc distance of 403.17 feet, central angle 55° 00' 00", chord 360.17 feet, chord bearing N. 33° 30' 00" W.; thence N. 78° 50' 32" E. 287.98 feet to the point of beginning, subject to easements of record; and

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant N. 88° 00' 00" W. 923.34 feet and N. 26° 04' 02" W. 830.00 feet and N. 55° 03' 03" East 75.00 feet from the S. 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence N. 55° 03' 03" East 351.21 feet; thence S. 68° 00' 00" East 360.00 feet; thence N. 16° 39' 54" East 101.85 feet; thence along a curve to the right R. 333.00 feet an arc distance of 234.97 feet; thence S. 02° 01' 12" West 113.00 feet; thence along a curve to the right R. 430.00 feet an arc distance of 403.00 feet; thence S. 55° 47' 53" West 20.00 feet; thence N. 07° 56' 18" East 115.00 feet; thence N. 36° 05' 58" West 55.00 feet; thence N. 68° 30' 00" West 155.00 feet; thence N. 53° 29' 25" West 370.00 feet; thence N. 33° 41' 08" West 100.05 feet to the point of beginning, subject to easements of record.

The land added to the Condominium Project by the Third Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant N. 88° 00'00"W. 923.34 feet and N. 26° 04'02"W. 3274.00 feet and S. 87° 36'10"E. 760.00 feet and S. 13° 21'07"E. 75.00 feet and S. 54° 03'19"E. 36.72 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence S. 54° 03'19"E. 19.28 feet; thence S. 30° 37'27"E. 194.32 feet; thence S. 14° 24'54"W. 49.00 feet; thence S. 39° 29' 01" W. 254.22 feet; thence N. 51° 00'00"W. 92.00 feet; thence along a curve to the right, radius 205.00 feet, an arc distance of 506.23 feet, central angle 143° 23'50", chord 387.06 feet, chord bearing N. 19° 44'44"E. to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Fourth Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 830.00 feet and North 55 degrees 03 minutes 03 seconds East 426.21 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding then North 22 degrees 00 minutes 00 seconds East 144.85 feet; thence South 68 degrees 00, minutes 00 seconds East 186.09 feet; thence along a curve to the right Radius 333.00 feet, an arc distance of 171.99 feet; thence South 16 degrees 39 minutes 54 seconds West 101.85 feet; thence North 68 degrees 00 minutes 00 seconds West 360.00 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Fifth Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 3274.00 feet and South 87 degrees 36 minutes 10 seconds East 760.00 feet and South 13 degrees 21 minutes 07 seconds East 75.00 feet and South 54 degrees 03 minutes 19 seconds East 56.00 feet and South 30 degrees 37 minutes 27 seconds East 194.32 feet and South 14 degrees 24 minutes 54 seconds West 49.00 feet from the South 1/4 corner of said Section 3, T. 3 N., R. 11 E., and proceeding thence South 30 degrees 09 minutes 01 second East 54.08 feet; thence South 78 degrees 33 minutes 52 seconds East 270.85 feet; thence South 11 degrees 29 minutes 00 seconds West 182.76 feet; thence South 45 degrees 15 minutes 07 seconds East 125.90 feet; thence South 36 degrees 00 minutes 00 seconds West 80.00 feet; thence South 13 degrees 18 minutes 57 seconds West 110.49 feet; thence South 26 degrees 48 minutes 42 seconds East 78.80 feet; thence South 78 degrees 50 minutes 32 seconds West 287.98 feet; thence North 06 degrees 00 minutes 00 seconds West 155.00 feet; thence along a curve to the left Radius 470.00 feet, central angle of 45 degrees 00 minutes 00 seconds, arc distance of 369.14 feet, chord distance 359.72 feet bearing North 28 degrees 30 minutes 00 seconds West; thence North 39 degrees 29 minutes 01 second East 254.22 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Seventh Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 ft. and North 02 degrees 01 minutes 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet and North 19 degrees 46 minutes 14 seconds West 180.40 feet and North 21 degrees 04 minutes 00 seconds West 128.50 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78 degrees 00 minutes 00 seconds West 260.00 feet; thence South 36 degrees 26 minutes 42 seconds West 192.40 feet; thence along a curve to the right radius 312.32 feet, an arc distance of 285.05 feet, central angle 52 degrees 17 minutes 33 seconds, chord bearing North 35 degrees 28 minutes 47 seconds West, chord distance 275.26 feet; thence along a curve to the right, radius 200.00 feet, an arc distance of 133.81 feet, central angle 38 degrees 20 minutes 00 seconds, chord bearing North 09 degrees 50 minutes 00 seconds East, chord distance 131.33 feet; thence North 29 degrees 00 minutes 00 seconds East 141.50 feet; thence along a curve to the right, radius 679.00 feet, an arc distance of 288.00 feet, central angle 24 degrees 18 minutes 08 seconds, chord bearing, North 41 degrees 09 minutes 04 seconds East, chord distance 285.85 feet; thence South 39 degrees 45 minutes 40 seconds East 100.84 feet; thence South 34 degrees 00 minutes 00 seconds West 78.00 feet; thence South 55 degrees 30 minutes 00 seconds East 287.00 feet; thence South 32 degrees 00 minutes 00 seconds West 90.00 feet; thence South 21 degrees 04 minutes 00 seconds East 110.00 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Eighth Amendment is more particularly described as follows: Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minutes 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 00 seconds West 34.75 feet and North 19 degrees 46 minutes 14 seconds West 180.40 feet and North 21 degrees 04 minutes 00 seconds West 128.50 feet and North 21 degrees 04 minutes 00 seconds West 110.00 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78 degrees 00 minutes 00 seconds West 105.00 feet; thence North 29 degrees 17 minutes 38 seconds West 104.00 feet; thence due West 127.00 feet; thence North 66 degrees 42 minutes 44 seconds West 152.72 feet; thence North 29 degrees 00 minutes 00 seconds East 40.00 feet; thence along a curve to the right radius 670.00 feet an arc distance of 288.00 feet, central angle 24 degrees 37 minutes 43 seconds chord bearing North 41 degrees 18 minutes 52 seconds East chord distance 285.79 feet; thence South 39 degrees 43 minutes 24 seconds East 100.03 feet; thence South 34 degrees 00 minutes 00 seconds West 78.00 feet; the South 55 degrees 30 minutes 00 seconds East 287.00 feet; thence South 32 degrees 00 minutes 00 seconds West 90.00 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Ninth Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minute 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet and North 19 degrees 46 minutes 14 seconds West 180.40 feet and North 21 degrees 04 minutes 00 seconds West 128.50 feet and North 21 degrees 04 minutes 00 seconds West 110.00 feet and North 32 degrees 00 minutes 00 seconds East 90.00 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence North 55 degrees 30 minutes 00 seconds West 287.00 feet; thence North 34 degrees 00 minutes 00 seconds East 78.00 feet; thence North 38 degrees 43 minutes 24 seconds West 100.03 feet; thence along a curve to the right radius 670.00 feet, an arc distance of 267.45 feet, central angle 22 degrees 52 minutes 16 seconds, chord 265.68 feet, chord bearing North 65 degrees 03 minutes 51 seconds East; thence along a curve to the left radius 290.00 feet, an arc distance of 128.53 feet, central angle 25 degrees 23 minutes 38 seconds, chord 127.48 feet, chord bearing North 63 degrees 41 minutes 13 seconds East; thence South 48 degrees 57 minutes 07 seconds East 69.24 feet; thence South 31 degrees 27 minutes 25 seconds East 78.96 feet; thence South 33 degrees 07 minutes 40 seconds West 88.31 feet; thence South 11 degrees 39 minutes 46 seconds West 89.48 feet; thence South 32 degrees 00 minutes 00 seconds West 322.50 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Tenth Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 3274.00 feet and South 87 degrees 36 minutes 10 seconds East 760.00 feet and South 13 degrees 21 minutes 07 seconds East 75.00 feet and South 54 degrees 03 minutes 19 seconds East 36.72 feet and South 54 degrees 03 minutes 19 seconds East 19.28 feet and South 30 degrees 37 minutes 27 seconds East 194.32 feet and South 14 degrees 24 minutes 54 seconds West 49.00 feet; and South 30 degrees 09 minutes 01 second East 54.08 feet and South 78 degrees 33 minutes 52 seconds East 270.85 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78 degrees 33 minutes 52 seconds East 20.00 feet; thence North 78 degrees 35 minutes 25 seconds East 139.94 feet; thence South 85 degrees 44 minutes 34 seconds East 127.66 feet; thence South 40 degrees 42 minutes 07 seconds East 46.67 feet; thence South 85 degrees 44 minutes 34 seconds East 113.08 feet; thence South 15 degrees 58 minutes 28 seconds East 285.63 feet; thence South 89 degrees 28 minutes 05 seconds East 120.05 feet; thence South 48 degrees 57 minutes 07 seconds East 44.28 feet; thence along a curve to the right radius 230.00 feet, central angle 23 degrees 05 minutes 41 seconds an arc distance of 91.25 feet, chord 90.65 feet, chord bearing South 65 degrees 08 minutes 01 seconds East; thence along a curve to the left radius 730.00 feet, central angle 47 degrees 30 minutes 00 seconds an arc distance of 605.19 feet, chord 588.01 feet, chord bearing North 52 degrees 41 minutes 00 seconds East; thence North 37 degrees 30 minutes 00 seconds West 105.00 feet; thence North 12 degrees 30 minutes 00 seconds East 95.00 feet; thence North 26 degrees 48 minutes 42 seconds West 171.80 feet; thence North 13 degrees 18 minutes 57 seconds East 110.49 feet; thence North 36 degrees 00 minutes 00 seconds East 80.00 feet; thence North 45 degrees 15 minutes 07 seconds West 125.90 feet; thence North 11 degrees 29 minutes 00 seconds East 182.76 feet to the point of beginning. Subject to easements of record.

ALSO

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minute 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 38 degrees 43 minutes 51 seconds West 147.95 feet; thence along a curve to the left radius 393.00 feet, an arc distance of 166.99 feet, central angle 24 degrees 20 minutes 44 seconds chord bearing North 55 degrees 09 minutes 45 seconds West chord distance 165.74 feet; thence North 68 degrees 00 minutes 00 seconds West 234.16 feet; thence along a curve to the right radius 312.32 feet, an arc distance of 34.74 feet; thence North 36 degrees 26 minutes 42 seconds East 192.40 feet; thence North 78 degrees 00 minutes 00 seconds East 260.00 feet; thence South 21 degrees 04 minutes 00 seconds East 128.50 feet; thence South 19 degrees 46 minutes 14 seconds East 180.40 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Twelfth Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, Town 3 North, Range 11 East, Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West, 923.34 feet and North 26 degrees 04 minutes 02 seconds West 68.00 feet from the South 1/4 corner of Section 3, Town 3 North, Range 11 East, and proceeding thence North 26 degrees 04 minutes 02 seconds West 762.00 feet; thence North 55 degrees 03 minutes 03 seconds East 75.00 feet; thence South 33 degrees 41 minutes 08 seconds East 101.05 feet; thence South 53 degrees 29 minutes 25 seconds East 370.00 feet; thence

South 68 degrees 30 minutes 00 seconds East 155.00 feet; thence South 36 degrees 05 minutes 58 seconds East 55.00 feet; thence South 07 degrees 56 minutes 18 seconds West 115.00 feet; thence South 55 degrees 47 minutes 53 seconds West 39.14 feet; thence along a curve to the left radius 202.32 feet, an arc distance of 189.96 feet; thence South 02 degrees 00 minutes 00 seconds West 30.00 feet; thence North 88 degrees 00 minutes 00 seconds West 118.99 feet to the point of beginning. Containing 171,483.2 square feet. Subject to easements of record.

AND ALSO, a part of the Southwest 1/4 of Section 3, Town 3 North, Range 11 East, Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minutes 12 seconds East 60.00 feet from the South 1/4 corner of Section 3, Town 3 North, Range 11 East and proceeding thence North 88 degrees 00 minutes 00 seconds West 294.37 feet; thence North 02 degrees 00 minutes 00 seconds East 30.00 feet; thence along a curve to the right radius 185.60 feet, an arc distance of 174.27 feet; thence along a curve to the left radius 490.00 feet, an arc distance of 459.92 feet thence North 02 degrees 01 minutes 12 seconds East 113.00 feet; thence along a curve to the left radius 393.00 feet, an arc distance of 313.28 feet; thence N. 38 degrees 43 minutes 51 seconds East 147.95 feet; thence South 66 degrees 36 minutes 08 seconds East 34.75 feet; thence South 29 degrees 15 minutes 55 seconds East 71.11 feet; thence South 45 degrees 24 minutes 26 seconds West 45.22 feet; thence South 03 degrees 46 minutes 44 seconds East, 69.34 feet; thence South 40 degrees 11 minutes 10 seconds East, 90.90 feet; thence South 09 degrees 13 minutes 10 seconds East, 47.22 feet; thence South 40 degrees 22 minutes 20 seconds West 108.73 feet; thence South 02 degrees 01 minutes 12 seconds West 773.50 feet to the point of beginning.

## ARTICLE III

### DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are used not only in this 2014 Restatement of the Amended and Restated Master Deed of King's Cove, but are or may be used in various other instruments such as the Articles of Incorporation, Corporate Bylaws and Rules and Regulations of King's Cove Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in King's Cove, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms shall be defined as follows:

Section 2. Act. The "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, being MCL 559.101 et seq. as amended.

Section 3. Association. "Association" or "Association of Co-owners" means King's Cove Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners are members by virtue of ownership of a unit in the Condominium Complex. The corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to the Co-owners by the Condominium Documents or Michigan law.

Section 4. Bylaws. "Bylaws" or "Condominium Bylaws" means Exhibit A to the 2014 Restatement of the Amended and Restated Master Deed of King's Cove (2005). The Bylaws state the substantive rights and responsibilities of the Co-owners.

Section 5. Common Elements. "Common Elements", used without modification, means both the General and Limited Common Elements described in this 2014 Restatement of the King's Cove Amended and Restated Master Deed and as existing on the effective date of this Amendment.

Section 6. Condominium Documents. "Condominium Documents" means the King's Cove Amended and Restated Master Deed, this recorded 2014 Restatement of such Master Deed and Exhibit A, the King's Cove Restated Condominium Bylaws, the original Subdivision Plans, the Corporate Bylaws, the Articles of Incorporation, Rules and Regulations and any other instrument referred to in these documents, or any other recorded documents which affect the rights and obligations of a Co-owner or other parties of the Condominium.

Section 7. Condominium Premises. "Condominium Premises" means and includes the land comprising King's Cove Condominium and the buildings, all improvements and structures, and all easements, rights of way, licenses and appurtenances belonging to King's Cove.

Section 8. Community, Complex or Condominium. "Community", "Complex" or "Condominium" means King's Cove as a recorded Condominium Subdivision.

Section 9. Condominium Subdivision Plans. "Condominium Subdivision Plans" means the recorded subdivision plans for King's Cove Condominium.

Section 10. Control Date. "Control Date" means the date on which a proposed amendment to the Condominium Documents is approved by the requisite number of Co-owners.

Section 11. Co-owner or Owner. "Co-owner or Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination, who or which owns a Condominium unit within the Condominium Premises, and may include a land contract vendee, or the trustee of a revocable living trust. When the term Co-owner or Owner is used in the Condominium Documents regarding the observance or performance of obligations or conditions, the terms refer to any person having an interest in the use or occupancy of a unit or entering upon the Condominium Premises. These persons include Co-owners, family members, guests, licensees, invitees, tenants, lessees, land contract vendees or vendors, employees, contractors, or agents, heirs, assigns and personal representatives or administrators.

Section 12. Corporate Bylaws. "Corporate Bylaws" means the Bylaws adopted per the Nonprofit Corporation Act, MCL 450.2101 et seq., which govern the procedures of the Association as a corporate entity.

Section 13. Default or Co-owner Fault. "Default or Co-owner Fault" means those circumstances as determined by the Board of Directors of the Association constituting a Co-owner's act of commission or omission (including by example but without limitation, negligence, mistake, misuse, neglect, misfeasance, malfeasance or nonfeasance) or noncompliance regarding any provision of the Condominium Documents, or the written directives or requests of the Board of Directors. The term Co-owner includes persons or entities claiming through a Co-owner or in connection with a Co-owner. The term "Default" includes the failure to pay mortgages, taxes or any other obligation of unit ownership or the incurring of liens or forfeitures which impact or jeopardize the health, safety, welfare, financial interest or aesthetics of the Complex.

Section 14. Limited Common Elements. "Limited Common Elements" means a portion of the Common Elements reserved in the 2014 Restatement of the Amended and Restated Master Deed for the exclusive use of less than all of the Co-owners, or which in fact services less than all of the Co-owners of the Association, whether or not the Master Deed so states.

Section 15. Percentage of Value. "Percentage of Value" has the meaning as stated in MCL 559.101 et seq, and as stated in Article V of the 2014 Restatement to the Amended and Restated Master Deed.

Section 16. Purchaser. "Purchaser" means each natural person or entity which acquires an interest in the title to a unit by virtue of a conveyance, transfer, assignment, Sheriff's Deed or by operation of law.

Section 17. Person. "Person" means an individual, firm, corporation, partnership, association, trust, the State, or an agency of the State, or any other legal entity or combination of legal entities as defined by Michigan law.

Section 18. Qualified Co-owner. "Qualified Co-owner" means a unit owner whose assessment and all other payment obligations to the Association are not in arrears and who is not in default as defined in Section 13 of this Article.

Section 19. Record. "Record" means to record as provided by Michigan law relating to the recording of deeds or other evidences of title or any interest in a unit or the Condominium subject to applicable provisions of the Condominium Act.

Section 20. Record Date. The "record date" for voting purposes is the date sixty-one days prior to a transaction (whether the transaction is a meeting date, a nomination date or ballot return date) by which a person must have acquired title to or an interest in a unit to be entitled to notice and the right to vote.

Section 21. Resident Owner. The term "resident owner" means a Co-owner who maintains a unit within the Condominium Community as the primary residence.

Section 22. Unit or Condominium Unit. "Unit" or "Condominium Unit" means the portion of the Condominium Premises designated and intended for separate ownership and residential use.

For purposes of these definitions, whenever any reference is made to one gender, it includes a reference to any and all genders where appropriate; similarly, whenever a reference is made to the singular, the reference includes the plural where appropriate and vice versa.

#### ARTICLE IV

#### COMMON ELEMENTS

The Common Elements of the Complex described below and in Exhibit "B" attached to the Master Deed and certain amendments and the respective responsibilities for maintenance, decoration, insurance, repair and replacement of such Common Elements are as follows:

A. The General Common Elements are:

1. The land described in Article II, including driveways, streets, roads, sidewalks and all unassigned parking spaces, together with and subject to certain easements, some of which are described generally in Article VI of this 2014 Restatement;
2. The electrical wiring network throughout the Complex to the point of connection with but not including plugs, switches and wall/ceiling mounted lighting;

3. The gas line network throughout the Complex, including that contained within unit walls up to the point of entry to the unit. Natural gas for certain buildings is metered to each such building, and the expense shall be paid in the first instance by the Association and rebilled to each Co-owner in such buildings on a pro rata basis computed by dividing each such Co-owner's percentage of value by the combined percentages of value for the units in all the buildings so metered and multiplying the resulting percentage times the total gas bills for buildings so metered. Natural gas for the units in certain other buildings is individually metered to each unit and each Co-owner in such building shall separately pay for natural gas as billed by the utility company. The purpose of this provision is to clarify the obligation of each Co-owner to bear one and only one charge for natural gas attributable to the unit;
4. The telephone and telecommunications systems throughout the Complex, up to but not including meters or metering;
5. The plumbing network throughout the Complex to the point of entry to or exit from the unit space;
6. The water supply system throughout the Complex to the point of entry to the unit space;
7. The storm drainage system throughout the Complex, including sump pumps;
8. Garage doors, springs and tracks;
9. Foundations, supporting columns, unit perimeter walls, roofs, ceilings, subfloor construction between unit levels and chimneys;
10. The recreation and other Community facilities situated on the land described in Article II and as depicted on Exhibit B plans;
11. Windows, window screens, entrance doors, door walls and doorwall screens;
12. Those other elements of the Complex which are not designated as either General or Limited Common Elements, which are not enclosed within a unit or servicing only one unit, and which are intended for common use or necessary to the existence, safety or upkeep of the Complex.

B. The Limited Common Elements are reserved to the exclusive use and enjoyment of the owner of the unit serviced.

1. Certain driveways which appurtenant to certain units as designated on Exhibit B with numbers which correspond to the unit number;
2. Each individual balcony and porch;
3. Each fenced patio;



4. Each electric yard light, porch light and garage light;
5. Each individual air conditioner and compressor, pad, duct work and operational accessories;
6. Each garage parking space shown on Exhibit B with letters which correspond to the typical unit type of the pertinent unit;
7. The interior surfaces of unit perimeter walls, ceilings and floors contained within a unit;
8. Each furnace, furnace flue and furnace trace and operational accessories, and hot water heater and operational accessories;
9. Garage door openers;
10. Fireplaces and fireplace chambers and flues;
11. Garage interiors;
12. Attic areas and insulation in the attic over each unit.

C. Every unit owner is responsible for the maintenance, insurance, decoration, repair and replacement of the following Common Elements or items:

1. Each balcony;
2. Each porch;
3. Each fenced patio area. Any unfenced patio area consisting primarily of lawn may be mowed periodically by the Association;
4. Each patio area;
5. Each individual air conditioner compressor, pad, ductwork and operational accessories;
6. Each garage space;
7. Each furnace, furnace flue and trace and operational accessories;
8. Each hot water heater and operational accessories;
9. Each garage door opener;
10. Each fireplace, flue, and fireplace chamber;
11. Each garage interior;
12. Interior doors and storm doors;

13. Interior unit perimeter wall surfaces; interior surfaces of ceilings and floors and attic areas. The Association is responsible for repair and replacement if the damage is not attributable to unit occupants or unit owner;

14. All interior walls.

D. (1) The Association is responsible for the costs of maintenance, repair and replacement of all General and Limited Common Elements not listed above. If repair or replacement is required because of damage caused by a Co-owner, the cost of repair or replacement is that of the Co-owner.

(2) Co-owner responsibilities must be performed according to specifications provided in Rules and Regulations of the Association. All areas of the above Common Elements visible from the exterior of the unit must be maintained according to standards adopted by the Board of Directors.

(3) If the Co-owner fails or refuses to perform the decoration, maintenance, repair or replacement responsibilities required above within a reasonable time period determined in the sole discretion of the Board of Directors, the Association, upon written notice to the Co-owner, has the right to cause the repairs, maintenance or replacement to be accomplished. The costs incurred by the Association are chargeable to the Co-owner and collected in the same manner as assessments per Article V of the Condominium Bylaws.

(4) No Co-owner shall use the unit or the Common Elements in any manner inconsistent with the purposes of the Community, the terms and provisions of the Condominium Documents or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Co-owner's unit or the Common Elements.

(5) Co-owner additions and modifications, including decks, patios, awnings and porches, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and are the complete responsibility of the Co-owner. Should the Association require access to any elements of the Condominium Complex which necessitates 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.

(6) Humidifiers, water heaters, water purifiers and similar environmental appliances are not Common Elements and are the sole responsibility of the Co-owner serviced.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the Complex is described in this paragraph with reference to the Condominium Subdivision Plan of King's Cove as surveyed by Basney & Smith, Inc., attached as Exhibit B to the Master Deed and certain Amendments. Each unit includes all that space contained within the interior finished, unpainted surfaces of the main walls and ceilings and from the interior surface of the finished subfloor of each unit, or from the interior surface of the concrete basement floor in those units that contain basements. The dimensions shown on basement and foundation plans in Exhibit B have been physically measured by Basney & Smith, Inc. In the event that the dimensions on the measured foundation plan of any specific unit differ from the dimensions on the typical foundation plan for such unit, such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured foundation plan.

B. The percentage of value assigned to each unit is stated below. The percentage of value determines the proportionate share of each co-owner in the proceeds and expenses of the administration and the value of each Co-owner's vote. The total value of the Complex is 100.

C. The following percentages of value are assigned to the units:

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
1	.229	25	.274
2	.242	26	.292
3	.210	27	.292
4	.242	28	.242
5	.229	29	.274
6	.242	30	.292
7	.210	31	.292
8	.242	32	.242
9	.229	33	.229
10	.242	34	.242
11	.210	35	.210
12	.242	36	.242
13	.229	37	.229
14	.242	38	.242
15	.210	39	.210
16	.242	40	.242
17	.274	41	.274
18	.292	42	.292
19	.292	43	.292
20	.242	44	.242
21	.274	45	.274
22	.292	46	.292
23	.292	47	.292
24	.242	48	.242

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
49	.229	121	.274
50	.242	122	.274
51	.210	123	.260
52	.242	124	.274
53	.229	125	.274
54	.242	126	.260
55	.210	127	.229
56	.242	128	.242
57	.274	129	.210
58	.292	130	.242
59	.292	131	.274
60	.242	132	.274
61	.274	133	.260
62	.292	134	.274
63	.292	135	.274
64	.242	136	.260
65	.274	137	.274
66	.292	138	.274
67	.292	139	.260
68	.242	140	.229
69	.274	141	.242
70	.292	142	.210
71	.292	143	.242
72	.242	144	.274
73	.229	145	.242
74	.242	146	.274
75	.210	147	.274
76	.242	148	.229
77	.274	149	.242
78	.274	150	.210
79	.260	151	.242
80	.274	152	.229
81	.274	153	.242
82	.260	154	.210
83	.260	155	.242
84	.274	156	.229
85	.274	157	.242
86	.260	158	.210
87	.274	159	.242
88	.274	160	.229
89	.260	161	.242
90	.274	162	.210
91	.274	163	.242
92	.274	164	.229
93	.274	165	.242
94	.260	166	.210
95	.274	167	.242
96	.274	168	.274
97	.260	169	.274
98	.260	170	.242
99	.274	171	.274
100	.274	172	.229
101	.229	173	.242
102	.242	174	.210
103	.210	175	.242
104	.242	176	.229

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
105	.274	177	.242
106	.274	178	.210
107	.242	179	.242
108	.274	180	.274
109	.274	181	.274
110	.274	182	.242
111	.260	183	.274
112	.274	184	.229
113	.274	185	.242
114	.260	186	.210
115	.274	187	.242
116	.274	188	.274
117	.260	189	.292
118	.274	190	.292
119	.274	191	.242
120	.260	192	.274
193	.274	266	.210
194	.242	267	.242
195	.274	268	.229
196	.229	269	.242
197	.242	270	.210
198	.210	271	.242
199	.242	272	.274
200	.274	273	.291
201	.274	274	.291
202	.242	275	.242
203	.274	276	.274
204	.229	277	.274
205	.242	278	.242
206	.210	279	.274
207	.242	280	.229
208	.229	281	.242
209	.242	282	.210
210	.210	283	.242
211	.242	284	.274
212	.229	285	.274
213	.242	286	.242
214	.210	287	.274
215	.242	288	.229
216	.274	289	.242
217	.274	290	.210
218	.242	291	.242
219	.274	292	.274
220	.229	293	.274
221	.242	294	.242
222	.210	295	.274
223	.242	296	.229
224	.274	297	.242
225	.274	298	.210
226	.242	299	.242
227	.274	300	.242
228	.274	301	.210
229	.274	302	.242
230	.242	303	.229
231	.274	304	.242
232	.229	305	.210
233	.242	306	.242
234	.210	307	.229
235	.242	308	.274
236	.229	309	.274
237	.242	310	.242
238	.210	311	.274

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
239	.242	312	.229
240	.229	313	.242
241	.242	314	.210
242	.210	315	.242
243	.242	316	.242
244	.274	317	.210
245	.274	318	.242
246	.242	319	.229
247	.274	320	.274
248	.229	321	.274
249	.242	322	.242
250	.210	323	.274
251	.242	324	.274
252	.229	325	.242
253	.242	326	.274
254	.210	327	.274
255	.242	328	.242
256	.229	329	.210
257	.242	330	.242
258	.210	331	.229
259	.242	332	.274
260	.229	333	.274
261	.242	334	.242
262	.210	335	.274
263	.242	336	.274
264	.229	337	.274
265	.242	338	.242
339	.274	370	.210
340	.274	371	.242
341	.274	372	.242
342	.242	373	.210
343	.274	374	.242
344	.229	375	.229
345	.242	376	.229
346	.210	377	.242
347	.242	378	.210
348	.242	379	.242
349	.210	380	.274
350	.242	381	.274
351	.229	382	.242
352	.274	383	.274
353	.291	384	.242
354	.274	385	.210
355	.274	386	.242
356	.274	387	.229
357	.274	388	.274
358	.242	389	.274
359	.274	390	.242
360	.274	391	.274
361	.274	392	.274
362	.242	393	.274
363	.274	394	.242
364	.274	395	.274
365	.242	396	.274
366	.274	397	.274
367	.274	398	.242
368	.229	399	.274
369	.242		

## ARTICLE VI

### EASEMENTS

Section 1. If any portion of a unit or Common Element encroaches upon another unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment throughout its existence, and for maintenance after rebuilding in the event of any destruction or casualty. There is a permanent easement for the maintenance and repair, renovation, restoration, reconstruction or replacement of Common Elements, which is administered by the Board of Directors. There are easements to, through and over those portions of the land, structures, buildings and improvements, and interior walls as may be reasonable for the reconstruction, renovation, restoration, replacement, removal, installation, maintenance and repair of all public utilities necessary to the Condominium. Easements of support exist with respect to any unit interior supporting wall.

Also included in this Article VI are easements created as a result of condemnation or eminent domain proceedings or easements created from time to time by the Board of Directors of the Association (including without limitation those created as a result of repairs, renovations or alterations made or approved by the Board of Directors) or in documents affecting or pertaining to the Condominium. In addition, each Condominium unit has and is subject to all easements of necessity in favor of the Condominium unit or in favor of the other Condominium units and the Common Elements.

Section 2. The Board of Directors or its agents or employees have a perpetual and non-exclusive right of access to each Condominium unit:

- (a) To inspect, maintain, renovate, replace and make repairs to the Common Elements contained in the unit or elsewhere in the Condominium Premises;
- (b) To prevent damage or deterioration to the Common Elements or to other Condominium units;
- (c) To perform any operations required in connection with the decoration, ~~Common Elements, or any equipment, furniture or interior structure~~ maintenance, repair, replacement, renovation or improvement of or to the unit, other units or the Common Elements; and
- (d) To remedy or abate any violations of the Condominium Documents or laws, orders, ordinances, rules or regulations of any governmental authority having jurisdiction.

Section 3. The Association and its agents or contractors 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 the unit or any Limited Common Elements in an appropriate manner and in accordance with the standards set forth in this Restatement and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this 2014 Restatement of the Amended and Restated Master Deed (2005) or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep the unit or any improvements to the unit, or any Limited Common Elements, the Association shall have the right, and all necessary easements (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the unit, its improvements or any of its 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 and expenses 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 the monthly assessment next falling due, in accordance with Article V of the Restated Condominium Bylaws. 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 and late charges.

Section 4. The Association, acting through its Board of Directors is empowered to grant easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna and similar services (collectively "telecommunications") to the Community or any unit in the Community.

However, the Board of Directors shall not 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 installation, marketing or sharing periodic subscriber service fees, are receipts affecting the administration of the Condominium Premises within the meaning of the Act and shall be paid over to and are the property of the Association.



## ARTICLE VII

### AMENDMENT

Section 1. The Eighteenth Amendment to the King's Cove Master Deed and Restated Condominium Bylaws may be amended with the prior consent of two thirds of the qualified Co-owners. Each first mortgagee of record of a unit in the Condominium has one vote for each unit on which a first mortgage is held, where mortgagee votes are required. Mortgagee votes required by this Section are limited to the categories and procedures designated in MCL 559.190(a) as amended.

(a) Persons, other than the Board of Directors, causing or requesting an amendment to the Condominium Documents are responsible for the costs and expenses of the amendment. If such amendments receive the vote of the prescribed number of Co-owners and, where applicable, mortgagees, then the costs will be reimbursed by the Association. Costs of amendments proposed by the Board of Directors are expenses of administration.

Section 2. The Association, acting through its Board of Directors, reserves the right to amend the Eighteenth Amendment to the Master Deed and Restated Condominium Bylaws without the consent of Co-owners or mortgagees for all purposes deemed reasonable and necessary to effectuate the intent of the Documents, where such amendments do not materially alter or change the rights of Co-owners or mortgagees. Examples for purposes of illustration include amendments to correct typographical or scrivener's errors.

Section 3. Co-owners shall be notified of proposed amendments, under Section 2, not less than 10 days before the amendment is recorded.

Section 4. A Co-owner's unit dimensions or Limited Common Elements may not be modified without the Co-owner's consent.

Section 5. The percentage of value of the units shall not be modified without the consent of each affected Co-owner and mortgagee.

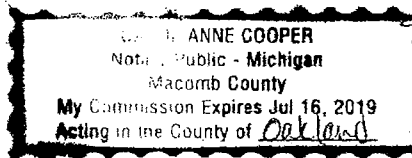
Section 6. The Condominium Premises may not be terminated, vacated, revoked or abandoned without the written consent of 80% of all Co-owners.

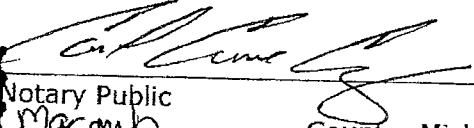
KING'S COVE ASSOCIATION

BY: Richard J. Stinson  
RICHARD STINSON  
PRESIDENT OF THE BOARD OF DIRECTORS

STATE OF MICHIGAN       )  
  )ss.  
COUNTY OF OAKLAND     )

On this 30<sup>th</sup> day of October, 2014, the foregoing instrument was acknowledged before me by Richard Stinson, President of the Board of Directors of King's Cove Association, who attested that this document received the approval of two-thirds of the Co-owners of King's Cove Association.



  
Notary Public  
Macomb County, Michigan  
My Commission Expires: July 16, 2019  
Acting in the County of Oakland

Eighteenth Amendment to the Master Deed

Drafted By:  
Schlottman & Wagner, P.C.  
Judi M. Schlottman (P35479)  
43642 Elizabeth  
Clinton Township, MI 48036  
(586) 465-1330

**When Recorded Return To Drafter**

EXHIBIT "A"  
2014 RESTATEMENT OF THE  
RESTATED CONDOMINIUM BYLAWS  
OF KING'S COVE

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EXHIBIT A  
2014 RESTATEMENT OF THE  
RESTATED CONDOMINIUM BYLAWS  
OF KING'S COVE

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. King's Cove Condominium, a residential Condominium located in Rochester Hills, Oakland County, Michigan, is administered by an Association of Co-owners which is a nonprofit corporation, called the "Association," organized under applicable Michigan law.

Section 2. The Association is responsible for the management, maintenance, operation and administration of the Common Elements and easements and affairs of the Condominium Complex in accordance with this 2014 Restatement of the Amended and Restated Master Deed, these Bylaws, the Corporate Bylaws, the Articles of Incorporation, duly adopted Rules and Regulations of the Association, and Michigan law. All Co-owners in the Condominium Project and all persons including, without limitation, tenants, lessees, vendees or other nonco-owner occupants or members of their family or household, or other persons using or entering upon or acquiring any interest in any unit or the Common Elements, are subject to the provisions and terms of the Condominium Documents.

Section 3. Each purchaser of a unit in the Condominium becomes a Co-owner and a member of the Association upon obtaining title to a unit in the Condominium. No other person or entity is entitled to membership. A Land Contract purchaser is a Co-owner for all purposes consistent with the Condominium Documents. The Land Contract purchaser is presumed to be the Co-owner for voting purposes unless the Land Contract provides to the contrary or the Land Contract seller submits a dated written statement to the Association providing to the contrary. Both the Land Contract seller and the Land Contract purchaser shall be jointly and severally responsible for all obligations imposed by the Condominium Documents and Michigan law.

Section 4. The share of a Co-owner in the funds, reserves and assets of the Association cannot be assigned, pledged or transferred in any manner except with the Co-owner's unit in the Condominium. A Co-owner selling a unit is not entitled to any refund whatsoever from the Association for any reserve or other asset of the Association.

Section 5. The Association shall keep current copies of the Master Deed as amended, the Condominium Bylaws as amended, and other Condominium Documents available at reasonable business hours to Co-owners, prospective purchasers, and prospective mortgagees of units in the Condominium.

## ARTICLE II

### BOARD OF DIRECTORS

Section 1. The affairs of the Association are governed by a Board of Directors, all of whom shall be members of the Association.

Board members shall be resident owners in good standing of the Association. If a Board Member moves from the Community or disposes of his unit, removal from the Board is immediate and automatic. A Co-owner declared by the Board of Directors or its authorized agent to be in default of any of the Condominium Documents shall not vote or serve as a member of the Board of Directors. If default occurs after the member has been seated, then upon written notice to the member by the Board, removal shall be automatic and immediate. No more than one person per unit owned may serve on the Board of Directors. No more than one seat on the Board of Directors may be held by any person or persons who either individually or collectively holds title or a beneficial interest in common to a unit in the Condominium.

Section 2. The Board of Directors is comprised of seven members. Four members are elected in one year and three members are elected in the following year. All directors serve for a term of two years. Elected Board members hold office until their successors are elected, qualified, and hold their first meeting of the Board of Directors. The candidates receiving the highest number of votes shall take the open seats on the Board of Directors. The Board of Directors may appoint a nonvoting alternate resident member in the Board's discretion.

Section 3. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things that are not prohibited by the Condominium Documents or Michigan law, or required to be exercised and performed by the Co-owners. All projects and actions undertaken by the Association shall require the direction and approval of the Board of Directors. In addition to the general duties imposed by these Bylaws, the Board of Directors shall be responsible specifically as follows:

(a) To manage and administer the affairs of and maintenance of the Condominium Complex and the Common Elements.

(b) To determine, levy, collect and disburse assessments, fines, late charges, or other charges against and from the Co-owners of the Association and to use the proceeds for the purposes of the Association including, for example, the insurance, maintenance, repair or replacement of the Common Elements of the Complex.

(c) To obtain insurance and distribute insurance proceeds in accordance with the provisions of Article VII of these Bylaws.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Complex.

(f) To purchase or otherwise acquire any units offered for sale or surrendered by their owners on behalf of the Association, subject to any limitations in the Condominium Documents.

(g) To purchase units in the Condominium Complex at tax foreclosure, mortgage foreclosure or other judicial or sheriff sales on behalf of the Association in order to protect the Association's lien position on that unit.

(h) To sell, lease, mortgage, cast the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise deal with, units acquired by the Association.

(i) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including easements, rights-of-way and licenses) on behalf of the Association in furtherance of the Association's purposes.

(j) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements. The consent of at least 60% in number of the designated voting representatives shall be required for the borrowing of any sum in excess of 10% of the annual operating budget for the year in which the loan originated. If any sum borrowed by the Board of Directors on behalf of the Association is not repaid by the Board, a Co-owner who has paid to the creditor the proportion of the sum which the Co-owner's interest in the Common Elements bears to the

interest of all of the Co-owners in Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien filed or claimed by the creditor against the Co-owner's unit. This provision shall not be construed to afford the creditor any right against any individual Co-owner.

(k) To adopt, enforce, amend, revoke, revise, or suspend Rules and Regulations convenient to the administration of affairs and operation of the Condominium Complex. Any Rule and Regulation is subject to adoption, review, revocation, suspension and amendment as provided in Article XI, Section 5 of these Bylaws.

(l) To establish committees and to solicit volunteers for service on the committees as deemed necessary, convenient, or desirable; to appoint persons to the committees for the purpose of implementing the administration and operation of the Condominium Complex; and to delegate to committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Co-owners.

(m) To enforce the provisions of the Condominium Documents.

(n) To maintain, or cause to be maintained, a list of all members of the Association with contact information including address and phone number, as well as a current list of designated voting representatives.

(o) To initiate, authorize, or ratify suits by the Association or defense of suits against the Association.

(p) To remit payment for property taxes assessed to any unit in the Condominium where necessary to preserve the Association's interest in the unit.

(q) To carry out the purposes of the Association and to have all the powers conferred upon nonprofit corporations and Associations of Co-owners by Michigan law necessary to carry out those purposes.

(r) 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 the Condominium Complex and to the accomplishment of any of the purposes of the Community.

Section 4. The Board of Directors may employ a professional management agent for the Association to perform those duties and services the Board of Directors authorizes. The Board of Directors may delegate to the

management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. No Board Member or Officer of the Board of Directors shall have any affiliation with the management agent.

Section 5. The Board of Directors or its authorized agent shall keep detailed books of account showing all expenditures and receipts of administration. The books of account shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts, Association minutes, and contracts concerning the administration and operation of the Condominium Complex will be available for examination by any Co-owner or the Co-owner's designated voting representative, or mortgagee, prospective purchasers or prospective mortgagees, as limited by the provisions of MCL 450.2101 et seq. as amended. Except for desk copies available for Co-owner review and Condominium Documents, a Co-owner desiring to view records of the Association shall tender a prior written request to the Board of Directors and is responsible for costs of any copies of records viewed.

(a) The Board of Directors shall prepare and distribute a financial statement to each unit at least once a year, the contents of which shall be defined by the Board of Directors.

(b) The books of account shall be audited or reviewed at least annually by qualified independent accountants. The audit does not have to be a certified audit. The costs of the audit or review and any accounting and distribution expenses shall be expenses of administration.

(c) Any institutional holder of a first mortgage of record on any unit in the Condominium is entitled to receive a copy of the Association's annual financial statement within 90 days after receipt by the Association of such financial statement, upon written request.

(d) The Board of Directors shall maintain current copies of the Condominium Documents on file.

(e) The Board of Directors shall cause a file on each unit in the Complex to be maintained containing correspondence, approvals for architectural or landscape modifications, a list of major repairs performed and any other documentation necessary to provide a history of the unit. Access is only available to the Co-owner, the Management Company and the Board of Directors.



Section 6.

(a) A person who is or was a director, officer, employee, non-director volunteer or agent of the Association shall be indemnified by the Association in any threatened, pending or completed action:

(i) In a civil, administrative or investigative action if the person acted in good faith and in a manner the person believed was in the best interests of the Association or its Co-owner members; and,

(ii) In a criminal proceeding, if the person had no reasonable cause to believe the conduct was unlawful.

(iii) The indemnification provided by this section applies to expenses actually and reasonably incurred by the person in connection with the action.

(iv) The term "expenses" includes attorney fees, judgments, penalties, fines, costs and amounts paid in settlement.

(v) The termination of any civil, administrative or investigative action by judgment, order or settlement does not create a presumption that the person did not act in good faith or in the best interest of the Association or its Co-owner members.

(a) The termination of any criminal action by conviction, plea of no contest, or a plea that is the equivalent of a no contest does not create a presumption that the person had reasonable cause to believe the conduct was unlawful.

(b) This provision does not eliminate or limit the personal liability of a director or officer for any of the following:

(i) A breach of the director's or officer's duty of loyalty to the corporation or its Co-owner members.

(ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.

(iii) A transaction from which the director or officer derived an improper personal benefit.

(iv) An act or omission occurring before the effective date of the provision granting limited liability.

(v) An act or omission that is grossly negligent.

(c) King's Cove Association assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of this provision granting limited liability if all of the following are met:

(i) The volunteer was acting or reasonably believed he was acting within the scope of his authority.

(ii) The volunteer was acting in good faith.

(iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.

(iv) The volunteer's conduct was not an intentional tort.

(v) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as proved in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, MCL 500.3135.

(d) At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners of the proposed indemnification. Such payment must be approved by a majority vote of the Board of Directors, without the vote of any director seeking indemnification. If there has been no judicial determination concerning the nature of the conduct, the Board of Directors may rely upon a written opinion of legal counsel.

Section 7. Vacancies in the Board of Directors caused by any reason, other than completion of a term, shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum. The position need not be filled if the remainder of the term is less than 90 days. Each person so appointed shall be a Director until the expiration of the predecessor's term.

Section 8. Any Board Member may be removed with or without cause at any regular or special meeting of the Association as follows:

(a) A written petition signed by 35% of the qualified designated voting representatives and requesting a special meeting for removal of one or more

members of the Board of Directors shall be presented to the Board Directors or the Management Agent.

(b) Upon receipt of the Petition and verification of the signatures, the Board of Directors shall have 60 days in which to call a special meeting of the Co-owners for the sole purpose of removal of the Board Member(s) specified in the Petition.

(c) At the special meeting, the affirmative vote of more than 50% of all qualified designated voting representatives of the Association in number will result in removal from the Board of Directors effective immediately.

(d) Use of proxies is prohibited for voting at the special meeting. Voting is required to be by written ballot.

(e) A successor may be elected at the special meeting to fill any vacancy created. The quorum requirement for the purpose of filling vacancies is 25%.

(f) Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. A Board Member who has resigned or been removed cannot run for a seat on the Board or serve as a Board Member or Officer for a period of two years after resignation or removal.

(g) Removal of a Board Member for cause may occur by majority vote of the Board of Directors then in office. As used in this section, "cause" means (1) conviction of a felony; (2) declaration of incompetency by order of a Court; (3) gross dereliction of duty; (4) commission of an action involving moral turpitude or (5) commission of an action which constitutes intentional misconduct or a knowing violation of law, either event having resulted in improper personal benefit or material injury to the Association. The director proposed for removal for cause shall be afforded a hearing before the Board of Directors prior to removal.

### ARTICLE III

#### MEETINGS OF THE ASSOCIATION

Section 1. Meetings of the Association shall be held at a suitable place convenient to the Co-owners as may be designated by the Board of Directors.

Section 2. The presence in person, by proxy or by written ballot of 35% in number of the Co-owners eligible to vote, constitutes a quorum for holding a meeting of the members of the Association, except for the Annual Meeting where the quorum requirement is a simple majority of those present in person, by proxy or by written ballot. If the purpose of the meeting is to vote on questions specifically required by the Condominium Documents to have a greater quorum, then the greater quorum requirement is controlling. The written ballot of a qualified designated voting representative furnished prior to a meeting in accordance with Article IV, Section 4 will be counted in determining the presence of a quorum for that meeting.

Section 3. An Annual Meeting of Co-owners of the Association shall be held each year at a date, time and place determined by the Board of Directors. The results of the annual election of Board Members will be announced at the Annual Meeting and the Co-owners may transact any business of the corporation at the Annual Meeting. The Association shall have an Annual Meeting every twelve months.

Section 4. A Notice of the Annual Meeting shall be mailed to each designated voting representative as of the record date, no more than 60 nor less than 7 days prior to the meeting date and by posting of the notice at the Clubhouse no less than 7 days prior to the scheduled meeting date.

Section 5. It is the duty of the President to call a special meeting of the Co-owners when requested by written resolution of a majority of the Board of Directors or after receipt of a petition signed by 35% of the designated voting representatives who are qualified to vote according to the provisions of the Condominium Bylaws.

Section 6. Co-owners as of the record date shall be given written notice of each special meeting. The notice shall state the purpose of the meeting as well as the time and place where it is to be held and shall be sent to each unit at least 7 days, but no more than 60 days, prior to the meeting. The mailing, postage pre-paid, of a notice to the designated voting representatives shall be deemed notice served. No business shall be transacted at a special meeting except as stated in the notice.

Any Co-owner may waive this notice requirement by filing a written notice of waiver signed by the Co-owner and filed with the records of the Association. The written waiver constitutes due notice as required by this section.

Section 7. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the

meeting to a time not more than 48 hours from the time the original meeting was called. New notices must be served for an adjournment which exceeds 48 hours.

Section 8. The transaction of business at any meeting of members, either annual or special, however called and notified, shall be as though made at a meeting duly held after regular call and notice if a quorum is present, either in person or by proxy, or as required in Article III, Section 2, at the meeting. Members who are not present in person or by proxy at the meeting are deemed to have consented to action taken at the meeting unless the Co-owner files a written objection to the form of call and notice of such meeting.

Section 9. Minutes, a tape recording, or a similar record of the proceedings of Association meetings is presumed truthfully to evidence the matters addressed at the meeting when verified by an Officer of the Association. A statement in the minutes that notice of the meeting was properly given is prima facie evidence that notice was given.

#### ARTICLE IV

##### VOTING

Section 1. Except as limited in these Bylaws, each Condominium unit is entitled to one vote when voting by number and one vote when voting by value. Voting shall be by number. Each Co-owner must be a qualified Co-owner, not in default, on the date when the ballot is mailed in order to be entitled to vote. The right to vote includes the right to sign petitions, and the Co-owner must be qualified to vote at the time of presentation of the petition in order to validly sign a petition.

Section 2. A Co-owner becomes entitled to vote after presentation of a deed or other evidence of ownership of a unit in the Condominium to the Association, on or prior to the record date. Votes may be cast only by the individual representative designated by the Co-owner in the notice required in Section 3 of this Article.

Section 3. Each Co-owner(s) shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner(s). Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the Co-owner(s), and the name and address of each person, firm, corporation, partnership, association, trust or other

entity who is the Co-owner(s). Such notice shall be signed and dated by the Co-owner(s). The individual representative designated may be changed by the Co-owner(s) at any time by filing a new notice.

Section 4. Votes may be cast in person or by proxy, or by a written ballot. Proxy voting may be prohibited at the discretion of the Board of Directors for certain matters, including, without limitation, recall of Board Members. Proxies and any written votes must be filed with the Secretary of the Association or the Management Company at or before the appointed time of each meeting of the Co-owners. Internet voting and voting by facsimile transmission is permitted if there is adoption of and compliance with specific Rules and Regulations governing the activity. Cumulative voting shall not be permitted.

Section 5. In the event of a casualty or catastrophic event causing damage or destruction to more than 50% of the Condominium Project, all quorum requirements for meetings of members shall be temporarily suspended. The President, or in the absence of the President of the Board of Directors, the Vice President, together with the remaining available Directors, shall be empowered to take those steps necessary and incur expenses on behalf of the Association to attempt to secure, protect and safeguard the Complex, to notify insurance companies as necessary to preserve known or potential insurance claims, and to collect and disburse proceeds of insurance for such purposes, notwithstanding the lack of meetings of members or membership approval if otherwise required. Every Co-owner displaced or otherwise out of contact with the Association by the casualty or catastrophic event has the affirmative duty to notify the Board of Directors (or any Director) of their address for meeting notification purposes. Upon receipt of such notification for all Co-owners, the suspension of quorum shall be lifted, and the meeting of member obligations shall resume, and a meeting of members shall be called immediately.

Other provisions as to voting procedures, not inconsistent with these provisions, may be provided elsewhere in the Condominium Documents.

## ARTICLE V

### ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners. Personal property taxes based upon the personal property shall be treated as expenses of administration. Special assessments and property taxes by any public taxing authority shall be assessed against the Condominium units and not against the Association.

Section 2. Expenditures affecting the administration of the Complex include costs incurred in the satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Complex. Receipts affecting the administration of the Condominium Complex include all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Complex.

Section 3. The expenses arising from the management, administration, and operation of the Association by the Board of Directors shall be levied against the Co-owners. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and the budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, insurance and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Any budget adopted shall include an allocation to the statutory reserve fund provided for in Article V, Section 3(f) for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each unit and the assessment for the year shall be established based upon the budget, although the failure to deliver a copy of the budget to each unit shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments.

The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year, shall not constitute a waiver or release of Co-owners' obligations to remit assessments in an amount previously determined by the Board of Directors in prior fiscal years, until a new budget is adopted.

(b) The Board of Directors has the authority to increase the general assessment or to levy such additional assessment or assessments as it deems to be necessary in the Board's sole discretion, for any of the following: (i) to meet deficits incurred or anticipated because current assessments are insufficient to pay the costs of operation, and maintenance; (ii) to make necessary repairs or replacements of existing Common Elements (iii) to maintain an adequate reserve fund; (iv) to provide additions to the Common Elements at a total annual cost not exceeding 10% of the current year's annual operating budget; (v) to pay shortfalls in utilities or insurance premiums or proceeds; or (vi) for any

emergencies or casualties. The Board of Directors shall also have the authority, without the necessity of Co-owner consent, to levy assessments pursuant to the provisions of Article IX, Section 4. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph rests solely with the Board of Directors for the benefit of the Association and its members, and is not enforceable by any creditors of the Association or its members.

(c) Special assessments, in addition to those described in subparagraph (b) above, may be made by the Board of Directors from time to time and approved by the Co-owners as provided herein, to meet other requirements of the Association, including, but not limited to: (i) assessments for additions to Common Elements whose total annual cost exceeds 10% of the current year's annual operating budget; (ii) assessments for any other appropriate purpose not elsewhere described. Special Assessments as provided for by this subparagraph shall not be levied without the prior approval of more than 51% of all Co-owners in number and value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of the Association or its members.

(d) If any Co-owner fails to properly maintain, repair or replace any Limited Common Element or alterations to General Common Elements which failure, in the discretionary opinion of the Board of Directors, adversely affects the appearance of the Condominium Complex in whole or in part, or the health, safety or welfare of the other Co-owners of the Condominium Complex, the Board of Directors may, following written notice to such Co-owner at the last known address, take any action reasonably necessary to maintain or repair or replace such Limited Common Element or alteration to the General Common Elements, and an amount equal to 150% of the cost thereof shall be assessed against such Co-owner.

If the Association incurs any costs or charges for maintenance, decoration, repair or replacement of any Common Element as a result of the actions or inactions of any Co-owner, or family, guests or invitees of a Co-owner, the Association may incur such costs and charge an amount equal to 150% of such costs or charges (including Association insurance deductibles) which shall be assessed against such Co-owner.

(e) Fines, interest, late or administrative charges, or other costs and expenses imposed against a Co-owner by the Board of Directors pursuant to the Condominium Documents shall be deemed assessments and shall be charged, collected and enforced in the same manner as all assessments pursuant to this Article, and the Condominium Act.



(f) The Board of Directors shall maintain a reserve fund for major repairs and replacements of General Common Elements and emergency expenditures, which reserve fund shall be in the amount of not less than 10% percent of the Association's annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a noncumulative basis. The reserve fund shall be funded by regular monthly payments from the Association's general fund and shall not be funded by special or additional assessments except in emergency circumstances. The Board of Directors may increase or decrease the reserve fund but may not reduce it below 10% percent of the Association's annual budget. The minimum standard required by this subsection may prove to be inadequate. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board shall only invest reserve monies in FDIC or insured funds. In its discretion, the Board of Directors may create other reserve funds for specific purposes consistent with the proper administration of the Complex.

(g) All assessments levied against Co-owners shall be apportioned among and paid by the Co-owners as follows:

i. The common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a Limited Common Element may be assessed against the Condominium unit serviced by the Limited Common Element at the time the expenses were incurred. If the Limited Common Element involved services more than one Condominium unit the expenses may be assessed against each of the affected Condominium units equally so that the total of the Assessment equals the total of the expenses.

ii. Any other unusual expenses, late charges, fines, interest, administrative charges, costs or other charges benefiting less than all of the Condominium units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Premises or by their licensees or invitees, guests, contractors, agents, employees or members of their family or household, shall be assessed against the Condominium unit(s) involved.

iii. The amount of all common expenses not assessed pursuant to subsections (i) and (ii) may be assessed against the Condominium units in proportion to the percentage of value of each Condominium unit.

Section 4. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners without increase or decrease for the existence of any rights to the use of Limited Common Elements. Annual assessments shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a unit, or with the acquisition of title to a unit by any other means. If acquisition of title occurs as or result of purchase at a mortgage or tax foreclosure sale, it shall conclusively be deemed and construed as the date of such sale and not the date of expiration of any redemption period.

The payment of an assessment is in default if such assessment, or any part of the assessment, is not paid to the Association in full on or before the first day of the month, which is the due date for such payment. Assessments in default bear interest at the highest rate allowed by law until paid in full. In addition, all assessments which remain unpaid as of ten days after the due date, shall incur a uniform late charge to compensate the Association for administrative costs incurred as a result of the delinquency. The Board of Directors may determine the late charge amount upon 15 days written notice to the designated voting representative of the units, together with any other conditions for imposition.

Each Co-owner (whether one or more persons) is personally liable for the payment of all assessments and other charges secured by the Association's lien under Section 7 below (including late fees and costs of collection and enforcement of payment) levied against the Co-owner's unit or expended by the Association to protect its lien, while the Co-owner has an ownership interest. Both Land Contract Sellers and Purchasers are jointly liable for payment of assessments and all other charges levied against or assessed to the unit.

Payments made when there is an arrearage in assessments shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, late fees, or other assessed charges on such installments; and third, to installments in default in order of their due dates, and no contrary direction by the Co-owner is binding on the Board of Directors, nor creates an accord and satisfaction.

Section 5. No Co-owner may exempt himself/herself from liability for his/her contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her unit. No co-owner is exempt from payment of assessments based upon the failure of the Association or management to provide services, or incomplete repair work, or management to the Co-owner.

Section 6. A default as defined in Article II, Section 12 of the 2014 Restatement of the Amended and Restated Master Deed of King's Cove shall, where appropriate, entitle the Association to an action for damages attributable to the default. Such damages are also secured by the lien on the subject unit.

Section 7. Sums assessed to a unit by the Board of Directors which are unpaid, together with interest, collection and late charges, advances for utility services, or taxes, insurance or other liens made by the Board to protect its lien, attorney fees and fines or administrative charges are a lien on the unit. The Association's lien has priority over all other liens except those for state or Federal taxes or that of a first mortgage recorded before the Association's lien.

The Board of Directors may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. All sums secured by the lien may be collected in either the suit at law or the foreclosure action, and both pre-litigation and post litigation costs of collection, including actual attorney fees, are chargeable to the Co-owner or former Co-owner.

No Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services, or have not completed repairs to units or Common Elements or provided management to the Co-owner.

The lien may be foreclosed by a judicial action or by advertisement in the name of the Association by the Board of Directors. Each Co-owner and every other person who has any interest in the Condominium Premises, shall be deemed to have granted to the Association the unqualified right to elect to foreclose its lien either by judicial action or by advertisement.

The provisions of Michigan law pertaining to procedures for foreclosure of mortgages by judicial action and by advertisement, as amended from time to time, shall be used for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions; the Association's right to collection of attorney fees is not limited by such statutes. The redemption period following Association foreclosure through advertisement or judicial action shall be 6 months unless the unit is abandoned. If abandoned, the redemption period is 30 days. The Association is entitled to recovery of its interest, expenses, costs and attorney fees in addition to all other amounts secured by the lien as provided by the Condominium Documents and Michigan Law, whether through foreclosure of its lien or institution of a suit for money damages.

Each Co-owner and every other person who has any interest in the Condominium Premises, is deemed to have authorized and empowered the Association to sell the unit against which the Association's lien is recorded and to receive, hold and distribute the proceeds of the sale in accordance with the applicable priorities.

Each Co-owner acknowledges that at the time of acquiring title to the unit, the co-owner was notified of the provisions of this Section and that the Co-owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments or other charges and a hearing on the same prior to the sale of the unit.

The Association, through its Board of Directors, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or convey the Condominium unit.

A foreclosure proceeding may not be commenced without recordation and service of a notice of lien as follows:

1. The Notice of lien shall set forth:

- (a) The legal description of the Condominium unit or Condominium units to which the lien attaches.

- (b) The name of the Co-owner of record of the unit.

- (c) The amounts due the Association of Co-owners at the date of the notice, exclusive of interest, advances to protect the lien, repairs, utility advances, costs and attorney's fees. Future assessments, unless acceleration has occurred as provided for in this section, shall not be included in the amount stated in the notice of lien.

2. The Notice of lien shall be in recordable form, executed by an authorized representative of the Association and may contain such other information as the Association may consider appropriate.

3. The Notice of lien shall be recorded in the Oakland County Register of Deeds Office and shall be served upon the delinquent Co-owner by first class mail, postage prepaid addressed to the unit owner's last known address at least 10 calendar days in advance of commencement of the foreclosure proceeding. The Notice of lien does not have to be recorded at the time of mailing.

An action to recover a money judgment for unpaid assessments and all other amounts and expenses secured by the Lien may be maintained without foreclosing or waiving the Lien. An action for money damages and foreclosure may be combined in one action.

A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium unit, if not occupied by the Co-owner, and to lease the Condominium unit and collect and apply any rentals as directed by the Court.

The expenses incurred in collecting unpaid assessments, including accelerated assessments, assessed charges, repair costs, utility advances, interest, costs, actual attorney's fees and advances for taxes or other liens paid by the Association to protect its lien, are chargeable to the Co-owner in default and secured by the lien on the unit.

In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's unit and in the event of default by any Co-owner in the payment of any installment or portion of any additional, special assessment, or remedial assessment levied against the Co-owner's unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to, and collected from, the responsible co-owner in the manner provided in this Article, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which the delinquency continues) and all unpaid portions or installments of the additional or special assessments, if applicable, immediately due and payable. Such accelerated amounts may be deemed to be unpaid assessments for lien recordation purposes.

A Co-owner in default shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a Director or be appointed as a Director or an Officer of the Association or exercise petition rights so long as the default continues. The Association may discontinue provision of services, including gas and electrical upon the default of a Co-owner.

Section 8. Notwithstanding any statutory exemption from payment of assessment arrearages, the holder of any first mortgage on a unit or a purchaser at a public sale held by the first mortgagee which comes into any type of ownership interest remains liable for the actual incremental expenses of the Association incurred in securing, preserving or maintaining the unit and the Common Elements.

Section 9. In compliance with the provisions of the Condominium Act, the purchaser or transferee or assignee of any Condominium unit shall request a written statement from the Association regarding the outstanding amount of any past due unpaid Association monthly, additional or special assessments, fines, repair costs, utility costs, administrative costs, and costs of collection, including actual attorney fees incurred.

The Association shall provide a written statement of such unpaid assessments, and other charges, fines, administrative costs and costs of collection, including attorney fees as may exist, or a statement that none exist. The statement shall be binding upon the Association for the period stated. The Association may charge or cause to be charged a reasonable fee for preparation of the statement.

Unless the purchaser or grantee or transferee or assignee requests the written statement from the Association at least 5 calendar days before the purchase of the unit, or a minimum of 10 business days prior to the closing the purchaser or grantee or assignee or transferee shall be liable for any unpaid regular or special assessments, other charges, fines, administrative costs and costs of collection, including attorney fees, against the unit accruing prior to the purchase or grant. The costs of collecting such amounts from the purchaser or grantee or assignee or transferee, including interest and attorney fees, shall also be charged to the purchaser, grantee, assignee or transferee. If all amounts stated in the written statement are not paid to the Association prior to closing or from the closing proceeds, the purchaser or grantee or assignee or transferee shall be liable for payment of all such amounts and subject to foreclosure of the Association's lien.

Section 10. Construction liens attaching to any portion of the Condominium premises shall be subject to the following limitations:

(a) A construction lien for work performed upon a Condominium Unit or upon a Limited Common Element may attach only to the Condominium Unit upon which the work was performed.

(b) A construction lien for work authorized by the Association may attach to each Condominium unit only to the proportionate extent that the Co-owner of the Condominium unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(c) A construction lien may not arise or attach to a Condominium unit for work performed on the Common Elements not contracted for by the Association.

## ARTICLE VI

### ARBITRATION

Section 1. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or disputes, claims or grievances arising among or between Co-owners and the Association may, upon the election and written consent of the parties to the disputes, claims or grievances, and written notice to the Association, be submitted to arbitration. The parties shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time are applicable to any arbitration. The costs of the arbitration will be borne by the requesting party.

Section 2. No co-owner or the Association is precluded from petitioning the Courts to resolve any disputes, claims or grievances.

Section 3. Election by Co-owners and the Association to submit a dispute, claim or grievance to arbitration will preclude such parties from litigating the dispute, claim or grievance in the Courts.

## ARTICLE VII

### INSURANCE

Section 1. The Association shall carry insurance coverage which includes fire and extended coverage, vandalism and malicious mischief insurance, code reconstruction and debris removal and demolition, errors and omissions for the Board of Directors, and workers' compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium Premises and any Limited Common Elements for which the Association has repair or replacement responsibility. Insurance coverage and any riders shall be carried and administered as follows:

(a) All General Common Elements of the Condominium Premises and such Limited Common Elements for which the Association has repair or replacement responsibility will be insured against fire and other perils covered by an extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as

determined annually by the Board of Directors of the Association. The Association has no responsibility to carry insurance to cover flood or theft damage, or damage to personal property of each Co-owner.

The Association shall be deemed to be the primary carrier of the coverages provided for in this Section but not those coverages required of the Co-owner in Subsection (b) below.

The determination of coverage amounts shall be made in consultation with the Association's insurance carrier and/or its representatives applying commonly employed methods for the reasonable determination of replacement costs. The coverage shall be effected upon an agreed amount basis for the entire Condominium Premises with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Premises destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement).

All information in the Association's records regarding insurance coverage is available to all Co-owners on written request and reasonable notice during normal business hours so that Co-owners are able to judge the adequacy of coverage and, upon the taking of due Association petition procedures, to direct the Board at a properly called meeting to change the nature and extent of any applicable coverages, if so determined, and if the change is available to the Association at a reasonable cost. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages.

(b) Every Co-owner shall obtain primary insurance coverage at the Co-owners' expense upon their unit and General Common Elements and upon Limited Common Elements for which the Co-owner has maintenance, repair or replacement responsibility per the provisions of the Condominium Documents. It shall be each Co-owner's responsibility to obtain, by personal investigation from the Co-owner's own insurance advisors, the nature and extent of insurance coverage adequate to the Co-owner's needs and to obtain insurance coverage for any fixtures, wall coverings, window shades, draperies, light fixtures, interior windows, doors, doorwalls, screens, interior trim, equipment, appliances, floor coverings (including hardwood floors), unit modifications, and the personal property of the Co-owner, their licensees, invitees, guests, agents, employees, contractors or members of their family or household, located within the Co-owner's unit or Limited Common Elements, or elsewhere on the Condominium Premises. Each Co-owner shall obtain coverage for the Co-owner's personal



liability and for the liability of a nonco-owner occupant living in the unit for any and all losses, casualties or occurrences within the Co-owner's unit, on the General Common Elements, or on the unit's Limited Common Elements, and also for alternative living expense in event of fire or other loss or casualty. The Association shall have absolutely no responsibility for obtaining such coverages or paying for Co-owner(s) damages which the omitted coverage would have paid.

(c) In the event of a loss to a unit or Common Element covered under a policy of insurance for the Association if caused by anything in a unit or anything deemed to be part of the unit, the Co-owner of the unit shall bear the responsibility for all costs, and expenses including the insurance deductible. The negligence of the Co-owner is irrelevant in this determination. In the event there are contributing sources to the damage, all costs, including the payment of the insurance deductible, shall be apportioned as determined by the Board of Directors, in its sole discretion. The amount of the damages, costs and expenses including any insurance deductible owed by a Co-owner shall be charged as a Remedial Assessment and collected in the same manner as a Remedial Assessment. If the loss originates from the General Common Elements, the insurance deductible shall be paid by the Association as a common expense, unless the Board determines that such loss is attributable to the acts or omissions of a co-owner. If the amount of damage does not meet the deductible, no claim shall be filed under the Association's insurance policies.

(d) Each co-owner shall be responsible to obtain insurance coverage for damages or losses due to ice damming, mold testing and remediation costs, or personal injury attributable to or resulting from mold exposure, to the extent that such coverage is available to the Co-owner. The Association shall have no responsibility to obtain coverage for any damages or losses attributable to or due to ice damming, mold testing and remediation costs, or personal injury attributable to or resulting from mold exposure. Any losses or damages due to or attributable to ice damming, mold testing or remediation costs, or personal injury attributable to or resulting from mold exposure, which are not covered by the Co-owner's insurance as primary carrier, or the Association's insurance as secondary or excess carrier, shall be shared equally by the Co-owner and the Association. If maintenance, repair and replacement responsibilities for the source of the loss or damage are that of the Co-owner, then the Co-owner shall bear the attributable costs.

(e) Each Co-owner shall provide proof of the insurance coverages required by Sections (b), (c) and (d) to the Association annually upon the written request of the Board of Directors. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the

Association or any Co-owners shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another co-owner.

If a Co-owner fails to obtain or maintain the insurance coverages required by Sections (b), (c) and (d), then the Co-owner shall be personally responsible for any out of pocket losses suffered by the Co-owner or any other injured party, and the Association shall have absolutely no responsibility to reimburse or cover those losses.

(f) Any improvements, additions, modifications, or enhancements made by a Co-owner within a unit or to the Common Elements shall be covered by insurance obtained by, and at the expense of, the Co-owner. The Association shall have no responsibility to carry coverages for such improvements, additions, modifications, enhancements or items, to submit to its insurer any claims by Co-owners, or to pay any deductibles or Co-owner losses in connection with such improvements, additions, modifications, enhancements or items.

(g) Officers and Directors liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The liability insurance shall cover any persons who now are, or shall become duly elected or appointed directors or officers of the Association. The policy may also have to be endorsed to include "prior acts" coverage for persons who had been duly elected or appointed directors or officers of the Association if it is determined that previous expiring policies do not cover claims for wrongful acts reported after the expiration or termination date of those expiring policies.

(h) If Association insurance policies cover a loss which would otherwise be the responsibility of the affected Co-owner, or if the affected Co-owner and the Association have dual coverages, and as a result the Association receives insurance proceeds, then the Association may, but is not required to, apply the insurance proceeds to the costs of such reconstruction, replacement or repair. In the event of dual coverage, the Association has no affirmative obligation to submit the loss to Association insurance companies.

(i) All premiums for insurance policies purchased by the Association shall be expenses of administration.

Section 2. Proceeds of all insurance policies owned by the Association shall be received by the Board of Directors, held in a separate account and

distributed to the Association and the Co-owners and their mortgagees, as their interests may appear of record. Whenever repair or reconstruction of the Condominium shall be required as provided in Article IX of these Bylaws, the proceeds of any insurance received by the Association as a result of the loss requiring repair or reconstruction shall be applied for such repair or reconstruction. Excess proceeds, if any, shall be maintained for the benefit of the Association in an insurance reserve fund. In no event shall the Association be required to remit excess proceeds to an affected Co-owner, although the Association may do so pursuant to the provisions of Article IX, Section 5 of these Bylaws.

The deductible amount required by virtue of a loss occasioned through the acts or omissions of a Co-owner or the Co-owner's family, guests, licensees, vendees, agents, lessees, or nonco-owner occupants which is covered by the Association's insurance shall be paid by the Co-owner to whom the loss is attributable.

Section 3. Every Co-owner, by ownership of a unit in the Condominium is deemed to appoint the Association as their true and lawful attorney-in-fact to act in connection with matters concerning the maintenance of insurance coverage including fire and extended coverage, vandalism and malicious mischief, errors and omissions, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Premises, with such insurer as may, from time to time, provide insurance for the Condominium Premises.

Without limitation on the generality of the foregoing, the Association, as attorney-in-fact, has full power and authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds and to distribute the proceeds to the Association, the Co-owners and mortgagees, as their respective interests may appear (subject to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Co-owners and the Condominium as are necessary or convenient to the accomplishment of the above.

Section 4. Each Co-owner or occupant, by ownership or use of a unit or the allowance or the maintenance of any condition or circumstance in or about the unit or the Common Elements of the Condominium which increases the hazards or risks or is considered an inherently dangerous activity (as determined in the reasonable discretion of the Board of Directors), has an affirmative duty to notify the Board of Directors as to the existence of the condition or circumstance. Failure to do so to either the Board or management company may result in a penalty to be determined by the Board. In addition, any Co-

owner who owns or permits the condition or circumstance shall carry sufficient insurance to cover the increased risks and hazards.

Section 5. Each co-owner has a duty to immediately notify the Board of Directors of any intended or actual lapse, cancellation, non-renewal, or discontinuance of insurance coverage obtained in compliance with this Article. Upon written request by the Board of Directors or its duly authorized agent, such Co-owner shall furnish evidence of compliance with the insurance requirements.

## ARTICLE VIII

### CO-OWNER MAINTENANCE, RECONSTRUCTION, REPAIR OR ALTERATION

Section 1. Each co-owner is responsible for maintenance, reconstruction and repair as follows:

(a) Every Co-owner shall promptly perform all maintenance and repair work within the Co-owner's unit, basement, or on the Common Elements, which, if omitted, would affect the Complex in its entirety or in a part belonging to other Co-owners, being expressly responsible for the damages and liabilities that the Co-owner's failure to do so may engender.

(b) Each Co-owner shall be solely responsible for the insurance, reconstruction, repair, maintenance, replacement and decoration of the interior of the Co-owner's unit regardless of the source of the damage for which the repair is required, including all finished flooring and floor coverings (including hardwood floors and sound proofing layers), all interior walls, wall coverings, interior trim and in addition, without limitation, the following items:

i. All appliances within the unit and supporting hardware, including, but not limited to, furnace, humidifier, air cleaner, air conditioner, compressor, pad, and operational accessories, garbage disposal, dishwasher, range, oven, vent fan, duct work, vent covers, filters, air purifiers, water softeners, water filters and water heaters, and all related accessory items or equipment.

ii. All electrical fixtures and appliances within the individual unit, including, but not limited to lighting fixtures, shades, lamps, switches, outlets, antenna outlets and circuit breakers; electric yard and porch light;

iii. All plumbing fixtures including sinks and water faucets and taps, commodes, tubs, shower pans, shower stalls, drains, shower

enclosures, tub and shower caulking, faucets, shut-off valves, rings, seals and washers located on or within an individual unit's perimeter walls.

iv. All cabinets, counters, sinks, tile and wood, either floor or wall, and related hardware;

v. All window coverings, blinds and curtains.

vi. All improvements and decorations including for purposes of example, paint, wallpaper, paneling, carpeting, linoleum and trim.

vii. All other items not specifically enumerated above which may be located within the individual unit's perimeter walls.

(a) If the Co-owner does not perform these obligations, the Association may perform any and all such maintenance, reconstruction, replacement, or repair or removal obligations and assess the costs and expenses incurred to the Co-owner as remedial assessments as provided in Article V. The Association may also use other remedies available in the Condominium Documents or by law.

Section 2. Alterations by Co-owners with disabilities are subject to compliance with the following provisions:

(a) A Co-owner may make improvements or modifications to the Co-owner's unit, including improvements or modifications to Common Elements and to the route from the public way to the door of the Co-owner's unit, at his/her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the unit for persons with disabilities who reside in or regularly visit the unit, or to alleviate conditions which could be hazardous to such persons. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Premises. The Co-owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions in the Condominium Documents, but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(b) Before an improvement or modification allowed by Section 3(a) is made, the Co-owner shall submit plans and specifications for the improvements or modifications to the Board of Directors for review and approval. The Board shall determine whether the proposed improvement or modification substantially conforms to the requirements of this Section, but shall not deny a proposed improvement or modification without good cause. If the Board of Directors denies a proposed improvement or modification, the Board shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this Section, and shall deliver that list to the Co-owner. The Board shall approve or deny the proposed improvement or modification not later than 60 days after the plans and specifications are submitted to the Board. If the Board of Directors does not approve or deny submitted plans and specifications within the 60 day period, the Co-owner may make the proposed improvement or modification without the consent or the approval of the Association. A Co-owner may bring an action against the Association and the Officers and Directors to compel those persons to comply with this Section if the Co-owner disagrees with a denial by the Board of Directors of the Co-owner's proposed improvement or modification.

(c) An improvement or modification allowed by Section 3(a) that affects the exterior of the Condominium unit shall not unreasonably prevent passage by other residents of the Condominium Premises. A Co-owner who has made exterior improvements or modifications allowed by Section 3(a) shall notify the Association in writing of the Co-owner's intention to convey or lease the Condominium unit to another, not less than 30 days before the conveyance or lease. Not more than 30 days after receiving a notice from a Co-owner under this subsection, the Board of Directors may require that the Co-owner remove the improvement or modification, at the Co-owner's expense. If the Co-owner fails to give timely notice of a conveyance or lease, the Board of Directors at any time may remove or require the Co-owner to remove the improvement or modification, at the Co-owner's expense. However, the Board of Directors may not remove or require the removal of an improvement or modification if the Co-owner intends to resume residence in the unit within 12 months or conveys or leases the Condominium unit to persons with disabilities who needs the same type of improvement or modification, or to a person who has a person residing with him/her who requires the same type of improvement or modification.

(d) If a Co-owner makes an exterior improvement or modification allowed under Section 3(a), the Co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this State, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The Co-owner shall not be liable for acts or

omissions of the Association with respect to the exterior improvement or modification, and the Co-owner is not required to maintain liability insurance with respect to any Common Element. The Association is responsible for the cost of any maintenance, repair and replacement of the improvement or modification to the extent of the cost currently incurred by the Association for the unaltered Common Elements prior to installation of the improvement or modification. Any costs in excess of the amount incurred by the Association shall be billed to and paid by the Co-owner.

(e) Any person seeking a modification or reasonable accommodation due to any disability must provide reliable disability related information and documentation to verify that the person meets the Federal Housing Administration definition of disability, being a physical or mental impairment that substantially limits one or more major life activities. The Association shall have no obligation to afford an accommodation which requires fundamental alterations of the Association's operations or imposes an undue financial or administrative burden. The Association does not have an obligation to provide an accommodation or allow occupancy where such accommodation or occupancy would amount to a direct threat to the health or safety of other individuals or result in substantial physical damage to the property of the Association or other unit owners. The grant or denial of any such accommodations by the Board of Directors in its discretion in accordance with applicable law shall not constitute any breach of fiduciary or other corporate obligation.

(f) As used in this Section, "persons with disabilities", also means that term as defined in Section 2 of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1502 of the Michigan Compiled Laws, as may be amended.

Section 3. Except as otherwise provided in the Condominium Documents each Co-owner shall also be responsible for the costs of the reconstruction, repair, replacement and maintenance to any other portion of the Condominium if the costs arise through the Co-owner's actions, omissions, negligence or misuse, or the actions, omissions, negligence or misuse by the Co-owner's family, guests, tenants, lessees, vendees, licensees, or invitees, agents, servants, employees or contractors and to the extent such costs are not defrayed by the proceeds of any insurance policy held by the Co-owner.

Section 4. If any Co-owner fails to immediately and timely commence or complete repairs, reconstruction, replacement or maintenance as required by this Article or other provisions of the Condominium Documents, after written notice to do so by the Board of Directors, the Board of Directors may have the

required work performed and assess the costs and expenses incurred to the Co-owner who was required to perform as a Remedial Assessment per Article V. The Association may also use those remedies available elsewhere in the Condominium Documents.

## ARTICLE IX

### REPAIR OR RECONSTRUCTION THROUGH CASUALTY

Section 1. If any part of the Condominium premises is damaged, the determination of whether or not it will be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a Common Element or a unit, the property shall be rebuilt or repaired if any unit in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated in compliance with this Article IX, Section 6.

(b) If the Condominium is so damaged that no unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of all the Co-owners in number and in value agree to reconstruction by vote or in writing within 90 days after destruction.

Section 2. Any reconstruction or repair undertaken shall be substantially in accord with any available plans and specifications for the Complex to a condition as comparable, or as near as practicable, to the condition existing prior to damage, unless two-thirds of the Co-owners in number and in value decide otherwise.

Section 3. Immediately after a casualty causing damage to property which is covered by insurance obtained by the Co-owners or the Association, the Association shall obtain reliable and detailed estimates of the cost to place the property in a condition as good as that existing before the damage.

Section 4. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair of the Common Elements by the Association, or if at any time during reconstruction or repair, or after completion of reconstruction or repair, the funds for payment of the costs are insufficient, assessments shall be made against the Co-owners who own the damaged unit or units in sufficient amounts to provide funds to pay the estimated costs of reconstruction or repair. Such assessments shall be apportioned in accordance with the percentages of value of the units affected. Such assessments shall not require approval of the Co-owners. The Association shall have a lien for any



funds advanced on behalf of the Co-owner or Co-owners which lien may be enforced in the same manner as provided in Article V of these Bylaws through foreclosure or as elsewhere provided in the Condominium Documents. If the damage is to the General Common Elements, all Co-owners will be assessed for the deficiency in accordance with their respective percentages of value.

Section 5. If the damage is only to premises or part of a unit which is the responsibility of a Co-owner to reconstruct, maintain, insure or repair, it is the responsibility of the Co-owner to immediately reconstruct, repair or maintain against such damage in accordance with Article VIII and Article IX of these Bylaws.

(a) The Co-owner shall begin reconstruction, replacement or repair of any and all damages upon receipt of the insurance proceeds from the Co-owner's insurance company or upon written notice to do so by the Board of Directors. The Association shall have no duty to release any insurance proceeds it may have received to the Co-owner until repair, reconstruction or replacement has been properly completed. The Co-owner is required to use the services of a licensed contractor, obtain at least two written estimates and provide an opportunity for the Board of Directors to review and reject any estimate.

(b) Any portion of Association insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with a Co-owner may be paid to the Co-owner and the mortgagee of record jointly, and such proceeds may be used for reconstruction, replacement or repair when required by these Bylaws. The Association may require reasonable assurance that the proceeds will be used for reconstruction, replacement or repair as well as assurance for time, manner and method of performance prior to payment to the Co-owner.

Section 6. After complete or partial destruction of the Condominium, as a result of any casualty or at any other time, the Condominium may be terminated as follows:

(a) Agreement of 80% of the qualified Co-owners of the Condominium in number and in value to termination of the Condominium shall be evidenced by their execution of the termination agreement or of written ratification of the termination agreement and the termination shall become effective only when the agreement is recorded.

(b) Upon recordation of the instrument terminating a Condominium Premises the property constituting the Condominium Premises shall be owned by

the Co-owners as tenants in common in proportion to their respective percentages of value immediately before recordation of this instrument. As long as the tenancy in common lasts, every Co-owner or their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formally constituted the Condominium unit.

(c) Upon recordation of the instrument terminating a Condominium Premises, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective percentages of value immediately before recordation of the instrument except that common profits shall be distributed in accordance with the Condominium Documents and Michigan law.

## ARTICLE X

### EMINENT DOMAIN

Section 1. The following provisions shall control upon any taking by eminent domain:

(a) If any portion of the Common Elements is taken by eminent domain, the award therefore shall be allowed to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of the Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners in number and value shall be binding on all Co-owners.

(b) If a unit is taken by Eminent Domain, the undivided interest in the Common Elements appertaining to the Condominium Unit shall then appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The Court shall enter a decree reflecting the reallocation of the undivided interest in the Common Elements as well as for the Condominium unit.

(c) If portions of a Condominium unit are taken by eminent domain, the Court shall determine the fair market value of the portions of the Condominium unit not taken. The undivided interest of such Condominium unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of such Condominium unit resulting from the taking. The portions of undivided interest in the Common Elements thereby divested from the Co-owners of such Condominium unit shall be reallocated among the other Condominium Units in the condominium project in proportion to their respective

undivided interests in the Common Elements. A Condominium unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the Court under this subsection. The Court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to the following subsection, as well as for that portion of the Condominium unit taken by eminent domain.

(d) If the taking of a portion of a Condominium unit makes it impractical to use the remaining portion of that Condominium unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements appertaining to that Condominium unit shall then appertain to the remaining Condominium Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Condominium unit shall then be a Common Element. The Court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Condominium unit.

(e) Votes in the Association of Co-owners and liability for future expenses of administration appertaining to a Condominium unit taken or partially taken by eminent domain shall then appertain to the remaining Condominium units, being allocated to them in proportion to their relative voting strength in the Association. A Condominium unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.

(f) In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(g) In the event any unit in the Condominium, or any portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or Eminent Domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the units in the Condominium.

## ARTICLE XI

### RESTRICTIONS

Section 1. No unit in the Condominium shall be used for other than single family residential purposes, and the Common Elements shall be used only for purposes consistent with such use. No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium, although Co-owners are allowed to have offices in their homes, if it is not a violation of any ordinances or regulations of Rochester Hills; does not involve additional traffic and congestion within the Condominium; does not disturb other Co-owners; does not involve additional expense to the Association (such as utility charges and insurance), and does not violate any other provision or restriction contained in the Condominium Documents.

Section 2. Co-owners may lease their units for residential purposes if written disclosure of the lease transaction is submitted to the Board of Directors in the manner specified in subsection (b) below. No unit may be rented or leased to a nonco-owner occupant during the first two years of ownership after unit purchase.

(a) No more than 10% of units in the Complex may be rented or leased or in the possession of a nonco-owner occupant. If rental or lease of the unit will exceed the 10% maximum or the maximum has already been reached, the Co-owner agrees to withdraw the unit from rental and have the request placed on the "waiting list." At such time as the number of nonco-owner occupied units falls below the 10% unit maximum, the Co-owner at the top of the "waiting list" will receive permission to rent his unit. Leases or rental agreements existing as of the effective date of this amendment shall be grandfathered in.

(b) A Co-owner desiring to rent or lease a unit shall: (1) submit a "Request to Rent" form to the Board of Directors to determine eligibility as described in 2(a) above and (2) when granted, supply the Association with a copy of the exact lease for Board review for its compliance with the Condominium Documents prior to occupancy.

If no lease form is to be used, then the Co-owner shall supply the Board of Directors with the name and address of the potential lessee, along with the rental amount and due dates, or any rental or compensation payable to a Co-owner, and the term of the proposed agreement. If rental or lease of the unit will exceed the 10% unit maximum stated in subsection (a), then the Co-owner agrees to withdraw from rental of the unit until such time as the number of nonco-owner occupied units falls below the 10% unit maximum.

Each Co-owner of a unit shall, promptly following the execution of any lease of a Condominium unit, forward a conformed copy to the Board of Directors. Copies of all leases entered into before the effective date of these Restated Bylaws shall be supplied to the Association within 30 days from the effective date of these Bylaws. Any ordinance requirements of Rochester Hills must be complied with and proof of compliance presented to the Board of Directors before leasing occurs.

- (c) (i) No co-owner shall lease less than an entire unit in the Condominium and the unit must be occupied only by the tenant and his family. The lease must have a term of at least one year.

- (ii) Any written lease or rental agreement shall: (i) require the lessee or tenant to comply with the Condominium Documents and Rules and Regulations of the Association; (ii) require that the lessee or tenant carry insurance on his personal property on the Common Elements or in the unit and his personal liability for occurrences in the unit or on the Common Elements; (iii) provide that failure to comply with the Condominium Documents and Rules and Regulations is a default in the terms of the lease; and (iv) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen days prior written notice to the Condominium unit Co-owner, in the event of default by the tenant in the performance of the lease or noncompliance with the Condominium Documents. The Board of Directors may suggest or require a standard form lease for use by unit Co-owners.

- (iii) Under no circumstances shall transient tenants be accommodated. For purposes of this Section, a "transient tenant" is a nonco-owner residing in a Condominium unit for a time period of 60 days, without a written lease.

- (d) The Co-owner shall indemnify and hold the Association harmless as to any warranties concerning the Common Elements, whether express or implied, or as to the performance of the Association with regard to the unit or Common Elements.

- (e) If the Association determines that the co-owner or then tenant or nonco-owner occupant has failed to comply with the provisions of these Bylaws, the Association shall take the following action:

1. The Association shall notify the Co-owner by certified mail advising the alleged violation by the tenant or non-co-owner occupant.
2. The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or nonco-owner occupant or advise the Association that a violation has not occurred.
3. If after fifteen days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the co-owner and tenant or nonco-owner occupant for breach of conditions of the Condominium Documents. The relief set forth in this subsection may be by Summary Proceedings. The Association may hold both the tenant or nonco-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or nonco-owner occupant in connection with the Condominium unit or the Condominium and for actual legal fees incurred by the Association in connection with the legal proceedings.

(f) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's condominium unit under a lease or rental agreement. The tenant, after receiving the notice, shall deduct the arrearage and future assessments from rental payments due the Co-owner as they fall due, and pay them to the Association. The deductions are not a breach of the rental agreement or lease by the tenant. The Association shall have the right to issue a Statutory Notice to quit for nonpayment of rent to the tenant if the tenant does not tender remittance as required by this Section to the Association, and initiate proceeding based upon that notice.

Section 3. Alterations and modifications of units and Common Elements by Co-owners shall be governed by Article VIII of these Bylaws and in compliance with this Section.

No Co-owner shall make alterations in exterior appearance or make structural modifications to the Co-owner's unit (including interior walls through or in which there exist easements for support or utilities); make changes in any of the Common Elements, Limited or General; or make changes in the exterior appearance of the Community without the express prior written approval of the Board of Directors. Except as otherwise provided in Section 3 of this Article, and Article VIII, Section 2 of these Bylaws, no Co-owner shall make any

alterations, interior or exterior structural modifications, or additions or deletions to a unit, to the buildings or to any of the Common Elements, Limited or General, without prior written approval of the Board of Directors. The Board of Directors shall not approve alterations to load bearing walls or any alterations, structural modifications, additions or deletions which would jeopardize or impair the utility, soundness, safety, appearance or aesthetics of the Condominium Complex, or which are requested by a Co-owner who has been declared in default by the Board of Directors. Co-owners are prohibited from making interior alterations which have any effect on load bearing walls or any item which changes the exterior appearance, such as lighting installations, newspaper holders, basketball backboards, shutters and exterior painting. Installation of window air conditioners or exhaust fans, or exterior attachments such as cable, awnings, etc., are prohibited. Co-owners are further prohibited from damaging or modifying walls or floors between units which in any way impair sound conditioning provisions. The Board of Directors may require a recorded agreement stipulating the conditions of approval.

A Co-owner who receives the required written approval for any alteration or modification shall be responsible for maintenance, insurance, reconstruction, replacement, repair or removal of any and all such modifications or alterations unless otherwise agreed to in writing by the Board of Directors. Every Co-owner shall have the affirmative obligation to notify their potential purchasers of modifications or alterations and the purchaser's responsibility for them prior to transfer of title or any beneficial interest in the unit.

(b) If the Co-owner performs any alterations or modifications without receiving prior written approval from the Board of Directors, or installs a modification or alteration which does not correspond to Board approved parameters, the Association may summarily remove or abate the alteration or modification. The costs and expenses incurred in removal or abatement will be assessed to the Co-owner and are enforceable and collectible as remedial assessments as provided in Article V. The Board of Directors may, in addition, pursue other remedies available in the Condominium Documents or Bylaws.

The Co-owner shall indemnify and hold the Board of Directors and the Association harmless from, and against, any and all costs, damages, and liabilities incurred with regard to the approved modification.

No Co-owner shall install, nor shall the Board of Directors approve, any alteration or modification which in any way restricts access to any plumbing, water line, water line valves, water meter, sprinkler system valves, or any element which affects the Association responsibility in any way. If access has been restricted by an approved modification or alteration which predates these

Bylaws, then the Board of Directors or the designated agent of the Association may remove any coverings or attachments of any nature, including patios and decks, which restrict such access. The Board of Directors or its agent shall have no responsibility for repairing, replacing or reinstalling any materials that are damaged in the course of gaining access. The Board of Directors or its agents shall not be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

#### Section 4.

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

(b) Unsolicited electronic or other communications to other unit owners or distribution of commercial advertising may be deemed nuisance behavior by the Board of Directors, upon receipt of written complaints from other unit owner recipients. Co-owners, their nonco-owner occupants or their tenants who receive 3 or more violation notices pertaining to the Condominium Documents, within a 12-month period by reason of their acts or omissions or those of their family or household members, licensees, invitees, or guests shall be deemed to be disruptive, disturbing or engaging in nuisance behavior under these Condominium Documents.

(c) No Co-owners, their unit occupants, family or household members, tenants, licensee, invitees or guests are allowed to use or possess marijuana (or any other controlled substance) on or in any of the Common Elements. Use of marijuana by a person with a registry identification card shall be confined to the registered person's unit and in STRICT compliance and conformance to state law and all pertinent administrative rules.

(d) No Co-owner, while in the Community, shall allow, cause, use or permit the use or operation of any device, tool, equipment or any other sound or noise creating circumstance which causes, or constitutes or is deemed a nuisance to other Co-owners or the Community in general. The Board of Directors may promulgate Rules and Regulations to address quiet hours in the



Community and to further identify such prohibited conduct or circumstance in the enforcement of this Bylaw provision.

Section 5. Reasonable Rules and Regulations consistent with the Act, and the Condominium Documents concerning the use of the Common Elements; or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium; or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors. Copies of all such Rules and Regulations and any amendments shall be furnished to all Co-owners and shall become effective 10 days after mailing or delivery to the designated voting representative of each Co-owner. Any such Rule or Regulation or amendment may be revoked pursuant to the following procedure:

i. A written petition signed by 35% percent of the qualified designated voting representatives and requesting a special meeting for review of a specific Rule or Regulations shall be presented to the Board of Directors;

ii. Upon receipt of the Petition and verification of the signatures affixed to the Petition, the Board of Directors shall have no less than 7 nor more than 60 days in which to hold a special meeting of the Co-owners for the sole purpose of review of the specific Rule or Regulation which is the subject of the Petition

iii. At the special meeting, the affirmative vote by written ballot of more than 50% of all designated voting representatives of the Association in number to revoke the Rule and Regulation at issue shall result in revocation effective immediately. Failure to obtain the requisite vote for revocation shall validate the challenged Rule or Regulation.

iv. The Board of Directors may promulgate, revise, repeal, amend or revoke any Rule or Regulation.

#### Section 6.

(b) The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner either in the unit or upon the Common Elements, which detracts from or spoils the appearance of the Condominium. Arrangement must be made by the Co-owner directly with the appropriate

disposal authority for disposal of obsolete or abandoned personal property or disposable items.

(c) Washing of vehicles may occur in areas designated by the Board of Directors. Absolutely no washing of vehicles may be effectuated in grassed areas of the Condominium premises. Only vehicles belonging to the Co-owner and the Co-owner's immediate family may be washed on the Condominium premises. Any costs and expenses incurred by the Association due to non-compliance with this section by a Co-owner or the family of a Co-owner and any and all costs and expenses incurred by the Association as a result of the failure of such Co-owner to properly police and maintain the washing site shall be charged to the unit Co-owner and collected in the same manner as assessments pursuant to Article V of these Bylaws.

(d) No vehicle repairs are permitted on the Common Elements.

Section 7. No unsightly condition shall be maintained on sidewalks, landscaped areas, driveways, roads, parking areas, porches, balconies and patios nor shall they be obstructed in any way or be used for purposes other than for which they are reasonably and obviously intended. No personal property may be left unattended on or about the Common Elements. No personal property may be left on the General Common Elements or Limited Common Elements from November 1 to April 1.

#### Section 8.

(a) Maintenance of vehicles in the Community is limited to one vehicle per licensed driver residing in the unit unless extraordinary circumstances exist and the Board of Directors has issued a prior written approval. All such vehicles shall carry current license plates and registrations and be in operating condition. Inoperable, unlicensed or junk vehicles are prohibited anywhere in the Community, including in Limited Common Element garages. No vehicles shall be stored in the Complex unless the Board of Directors has issued prior written permission.

All vehicles brought into or maintained in violation of this Section shall be subject to removal from the Community through tagging and towing measures initiated by the Board of Directors or its designated agent, and fines levied therefor.

(b) No vehicles shall be parked in residents' guests' parking unless prior written permission has been provided by the Board of Directors. Licensed residents shall park their vehicles in the unit garage. If the number of vehicles

owned by the Co-owner(s) exceeds the available garage space, the additional vehicle shall be parked in the Co-owner's driveway, approved by the Board of Directors.

(c) Commercial vehicles shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall be defined in the same manner as defined in Section 84.1 of the City of Rochester Hills General Ordinances, as may be amended, or as may be defined by the Board of Directors of the Association upon at least 60 days written notice to the Co-owners.

(d) No house trailers, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, or recreational vehicles may be parked or stored upon the premises of the Condominium. Violation of any parking restriction shall authorize the Board of Directors to assess fines pursuant to Article XV of these Bylaws

Section 9. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, slingshots, fireworks or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises, nor shall any Co-owner use or permit to be brought into the buildings in the Condominium any flammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed to be extra-hazardous to life, limb, or property. Chimeneas, fire pits, tiki torches, etc., are prohibited in the complex.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit, including "For Sale" signs, without prior written permission from the Board of Directors.

Section 11. All service or companion animals shall be of a domestic nature and must comply or conform to all State and local health and safety laws.

(a) Applications by any person for maintaining a service or companion animal in the Community shall be as set forth by the Board of Directors in the Rules and Regulations.

(b) The Board of Directors may receive verification from a Doctor or other medical professional, who, through professional capacity, has knowledge about a person's disability, their requirements and familiarity with the

therapeutic benefits of such service or companion animal, and the need for reasonable accommodations. No medical records or details of such person's disability need be furnished.

(c) The Board of Directors may adopt reasonable Rules and Regulations regarding service or companion animals. All service or companion animals entering upon the Community shall comply with the Rules and Regulations. The Co-owner maintaining, or allowing residence or being visited by such animal, shall be responsible for the actions and any violations by such animal or its handler.

(d) All damages or expenses to the Association by reason of the service or companion animal are chargeable to the person having such service or companion animal and are collectable as assessments against the unit where such animal is harbored, kept, maintained, or visiting. The Board of Directors may require removal of a service or companion animal, which has caused undue financial or administrative hardship to the Association or pose a direct threat to residents of the Community.

(e) Non-service pets may be maintained on the Condominium Premises subject to limitations and restrictions as set forth in the Rules and Regulations.

Section 12. The Association or its duly authorized agents shall have access to each unit and any Limited Common Elements during reasonable working hours, with notice to the Co-owner, as necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each unit and any Limited Common Elements at all times without notice as may be necessary to make emergency repairs, to prevent damage to the Common Elements or to another unit or if a dangerous condition or circumstance is believed to exist. It shall be the responsibility of each Co-owner to provide the Association means of access to the unit and any Limited Common Elements during all periods of absence. In the event of the failure of a Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and is not liable to the Co-owner for any necessary damage to his unit and any Limited Common Elements caused, or for repair or replacement of any doors or windows damaged, in gaining access.

Section 13. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing.

Section 14. Every Co-owner shall maintain their unit and any Limited Common Elements for which they have maintenance responsibility in a responsible manner and a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements in any unit which are appurtenant to or which may affect any other unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by the Co-owner, or the Co-owner's family, guests, agents or invitees, or through casualties and occurrences involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair and replace.

Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article V. Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees. Each Co-owner shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 15. Any and all costs, damages, expenses and/or attorney's fees incurred by the Association in enforcing any of the restrictions set forth in this Article XI or elsewhere in the Condominium Documents shall be assessed to the pertinent unit or units. Any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner or Co-owners in the manner provided in Article V.

Section 16. The Condominium Complex shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium.

Section 17. The maintenance of satellite dishes in the Complex is governed by the following:

(a) Installation of satellite dishes larger than one meter or antennae designed for transmission only is prohibited. Exterior antennae designed to receive TVBS signals must be located inside the attic.

(b) Co-owners are responsible for satellite dish, insurance, maintenance, repair and replacement, and the correction of any safety

hazard. If dishes become detached, Co-owners must remove the dish or repair the detachment within 48 hours of the detachment. If the detachment threatens safety, the Association may remove dishes at the expense of the co-owner immediately, and without liability to the Co-owner. Co-owners are responsible for satellite dish repainting or replacement if the exterior surface of satellite dish deteriorates.

(c) Satellite dishes must be mounted on the unit balcony or in the unit patio only. The satellite dish installation cannot interfere/disrupt/block existing underground utilities, sprinkler systems, down spouts, exterior water spigots for common use, access to or exit from a unit, sidewalk, or other Common Elements. The Co-owner must call Miss Dig prior to installation.

(d) Satellite dishes must be installed and secured in compliance with all applicable city and state laws and regulations, and manufacturer's instruction. Co-owners, prior to installation, shall provide the Association with a copy of any applicable municipal permit. Any wiring must follow the gutter, downspout and roof lines. Nothing is permitted to be attached to the roof.

(e) The Co-owner shall indemnify and hold the Association harmless for all actions of whatsoever kind and nature involving installation, use and removal of the satellite dish, including:

(i) Payment of medical expenses of persons injured by satellite dish installation, maintenance, or use;

(ii) Reimbursement to other residents for damage caused by satellite dish installation, maintenance or use;

(iii) Repair of damage to any property caused by satellite dish installation, maintenance or use.

(f) The Co-owner must remove the satellite dish when the unit is sold and return the Common Elements to as near as practicable the original condition unless:

i. The unit purchaser also purchases the satellite dish, receives a bill of sale for the purchase, and agrees to assume all responsibility for the satellite dish, mounting and screening, and assume the other terms and conditions of original installation, or

ii. The purchasing Co-owner owns a satellite dish, uses the existing approved mounting and screening, and agrees to assume all responsibility for the terms and conditions of original installation.

(g) Any changes or upgrades to an approved existing satellite dish must be submitted to the Board of Directors with an additional notice of installation.

(h) Any installer other than the Co-owner must provide the Association with an insurance certificate listing the Association as an additional insured prior to installation. Insurance shall cover the contractor's General Liability; including completed operations; and Workers Compensation. Contractors are not permitted to bring any vehicles on the lawn areas.

(i) A Co-owner desiring to install a satellite dish must complete a Notice form and submit it to the Board of Directors in care of the property management company at least 30 days prior to installation.

The co-owner must attach a drawing of what will be installed when submitting the Notice for Installation to the Board of Directors. If installation is to be done by a contractor, information as required in Subparagraph (d) must also be submitted.

Section 18. The display of all flags other than the American Flag requires the prior written approval of the Board of Directors.

Section 19. The Common Elements shall not be used for disposal of cigarette butts, bottles, papers and wrappers or similar items, collectively defined as "litter." The costs of clean up and fines shall be assessed to the responsible Co-owner and collected in the same manner as assessments per Article V.

Section 20. All Co-owners shall ensure that if they or their unit occupants, family or household members, tenants, licensees, invitees or guests smoke tobacco products (whether for medical, recreational or other purposes), such activity shall not be allowed or permitted to permeate other units or their Limited Common Elements. Smoking is prohibited in the Clubhouse and pool areas.

Section 21. As used in this Section, the following terms have the meaning defined below.

(a) A unit is considered to be abandoned if it has not been legally occupied or maintained by a natural person, continuously for 30 days or more or meets any of the following criteria:

(1) Provides a location for loitering, vagrancy, unauthorized entry or other criminal activity.

(2) Has been boarded or partially boarded restricting ingress and egress through windows and/or doors for at least 30 days.

(3) Has real estate taxes in arrears for a period of time exceeding 365 days.

(4) Has either water, sewer, electric or gas or any of the foregoing disconnected or not in use.

(5) Has not been maintained in compliance with the International Property Maintenance Code and ordinances of Rochester Hills that relate to units and their occupancy or use.

(b) Any lender under a note secured by a mortgage or any person, firm, or corporation holding a mortgage on a property who has filed a complaint for foreclosure by judicial action or is publishing a notice of foreclosure by advertisement, shall within five days of either filing the complaint or publishing the notice, inspect the property which is the subject matter of the foreclosure proceedings. If the property is vacant or shows evidence of either being abandoned or vacant, the property shall be registered in compliance with subsection c below, within 10 days of inspection. After registration, the property shall be inspected at least once monthly until any rights of the lender or party holding a mortgage no longer exist in the subject property.

(c) For each abandoned and/or vacant unit as defined in this Section the Co-owner of such property and any person, firm, or corporation holding a mortgage on a property as disclosed as a matter of record shall register with the Association, providing the following information to the Association.

(1) The legal name of each Co-owner, and mortgage holder. If the ownership or the entity holding a mortgage is a corporation, limited liability company, partnership or other non-natural legal entity, the resident agent, managing partner, general partners and/or shareholders names and contact information shall be provided.

(2) Address of persons referred to in Subsection c(1) above.



(3) The telephone number and address of an agent or representative authorized by the Co-owner, and/or party holding a mortgage to handle affairs for the property and to act as the person for notification. Such agent or representative must be capable of traveling to the property within a one hour driving radius of the Condominium Community.

(d) In order to defray the Association's costs of monitoring abandoned and/or vacant units, the Association shall charge a monthly fee in an amount as established from time to time by resolution of the Board of Directors. No fee shall be imposed until 60 days following transmittal of a notice to register pursuant to this Section by first class mail to the last known Co-owner of record based on Association records.

(e) Upon notice to the Board of Directors being sent by first class mail to any person or entity appearing as a Co-owner of record based on assessing records, such unit shall be secured within 72 hours. The Association may but is not required to secure the property, including the removal of debris, securing building openings by means of boarding the property in whole or in part, or taking other measures to secure the property. All such costs shall be assessable against any Co-owner of the property.

(f) If any Co-owner or mortgage holder fails to secure the property, the Association may enter upon the property in order to secure the property. All administration expenses associated with the Association's right of entry shall be recoverable and assessed against any mortgage holder and co-owner of the property jointly and severally.

(g) Each Co-owner and/or mortgage holder of any abandoned or vacant unit shall be jointly and severally responsible for maintaining the unit and property in conformity with applicable Condominium Bylaws including Bylaws of the Association.

The property shall be kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials and any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items, including but not limited to furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned. [The property shall be maintained free of graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint matching the color of the exterior of the unit, after receipt of approval from the Board of Directors.] Each of these

requirements shall be cumulative and in addition to any and all other requirements otherwise required of the Bylaws of the Association or other laws.

(h) Co-owners of property and holders of mortgages shall be jointly and severally liable for avoiding and/or correcting any interruption in utilities which will have the result of causing or contributing damage to the premises, including maintaining continuity of electrical power so that sump pumps will operate, maintaining heat so as to avoid broken pipes and furnishing other utilities as necessary to secure and maintain the premises.

(i) Any and all fees or costs incurred relating to this Section including but not limited to registration fees and costs incurred associated with enforcement activity shall be fully reimbursable to the Association by the Co-owners of the property and mortgage holders jointly and severally and shall be considered a lien upon the subject property subject to enforcement in the same manner as assessments per Article V. Such method of enforcement shall be a cumulative remedy. Further examples of activities for which fees and costs shall be payable to the Association, include costs for preparation of correspondence relating to this Bylaw, costs for inspection, costs for vehicle removal, costs for entry of the subject property, costs for preparation or proceeding with enforcement pursuant to this Bylaw.

Section 22. "Solar energy" means radiant energy received from the sun at wave lengths suitable for the heat transfer, photosynthetic use, or photovoltaic use.

(a) "Solar collector" means:

- (1) an assembly, structure, or design, including passive elements, used for gathering, concentrating, or absorbing direct and indirect solar energy; specially designed for holding a substantial amount of useful thermal energy and to transfer that energy to a gas, solid, or liquid or to use that energy directly; or
- (2) a mechanism that absorbs energy and converts it into electricity; or
- (3) a mechanism or process used for gathering solar energy through wind or thermal gradients; or
- (4) a component used to transfer thermal energy to a gas, solid, or liquid, or to convert it into electricity.

(b) "Solar storage mechanism" means:

- (1) equipment or elements (such as piping and transfer mechanisms, containers, heat exchangers, or controls thereof and gases, solids, liquids, or combinations thereof) that are utilized for storing solar energy, gathered by a solar collector, for subsequent use.

(c) "Solar energy systems" means:

- (1) a complete assembly, structure, or design of a solar collector, or a solar storage mechanism, which uses solar energy for generating electricity or for heating and cooling gases, solids, liquids, or other material; and (2) the design, materials, or elements of a system and its maintenance, operation, and labor components, and the necessary components, if any, of supplemental conventional energy systems designed or constructed to interface with a solar energy system.

Any Co-owner wishing to install any form of solar energy system shall submit an application for modification and approval, which shall conform to the Association's energy policy statement in its Rules and Regulations. Such application shall be processed by the Board of Directors within 90 days after a complete submission.

The Board of Directors shall have the ability and power to establish an energy policy statement regarding the application, approval, installation, usage, and operation of all such systems. Such policy shall include, by way of illustration, the location, design, architectural, aesthetics, responsibilities, or other requirements pertaining to such solar energy systems.

Section 23. All electrical equipment or other energy producing devices and utility services and charging devices for motor vehicles shall be installed, safely operated, and maintained at the sole cost and expense of the Co-owner and in accord with any applicable laws, ordinances, administrative rules, and standards of the industry or manufacturer. All such utility services usage shall be the expense of the Co-owners and not an expense of administration. A Co-owner must file a modification request and receive approval prior to the installation of any such equipment and devices. All such devices shall be operated at the acceptable decibel limits established by the manufacturer and shall not be unreasonably noisy or a nuisance, overburden the existing utility services, nor be deleterious to the aesthetic appearance of the Community.

The Board of Directors shall have the discretionary authority to regulate the dimensions, placement, size and appearance of any such energy and charging devices, electrical equipment, and utility services, through duly adopted Rules and Regulations of the Association.

## ARTICLE XII

### MORTGAGES

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

Section 2. The Association shall notify each mortgagee appearing in the book of the name of each company insuring the Condominium Common Elements against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage, upon written request from such mortgagee.

Section 3. Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

## ARTICLE XIII

### COMPLIANCE

Section 1. The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the provisions of the Act, and the Condominium Documents. If any provision of these Bylaws or the Corporate Bylaws conflicts with any provision of the 2014 Restatement of the Amended and Restated Master Deed the 2014 Restatement shall govern. If any provision of the Corporate Bylaws conflicts with any provision of these Bylaws, these Bylaws shall govern.

Section 2. These Bylaws may be amended in accordance with the Condominium Act.

#### ARTICLE XIV

##### REMEDIES FOR DEFAULT

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

(a) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such prelitigation, litigation, and post litigation or appellate attorney's fees (not limited to statutory fees), as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees. In the event of any proceeding where a Court finds that: (1) a party's claim or defense had an improper purpose or primary purpose to harass, embarrass or injure the other party; or was interposed to cause unnecessary delay or needless increase in the cost of litigation or expenses for the Association; (2) a party's claim or defense had no reasonable basis upon which to believe the underlying facts were true; or (3) a party's claim or defense is devoid of arguable legal merit, then the Court shall award attorney's fees, and costs, and reimbursement of expenses incurred in the prosecution or defense of any claim. If the Association prevails in any legal action, in defending any claim, counter-claim or third party claim, or any other matter or proceeding asserted by a unit owner or resident, the Association shall be entitled to recover all of its costs, actual attorney's fees and expenses.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or general, or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-

owner arising out of its exercise of its removal and abatement granted hereunder.

(d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XI of these Bylaws. Fines may be assessed only upon notice to the offending Co-owners as prescribed in Article XV, Section 2, and an opportunity for such Co-owner to appear before and/or respond to the Board no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article V of these Bylaws.

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

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

## ARTICLE XV

### FINES

Section 1. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of the Co-owner's personal actions or the actions of family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense stated with reasonable specificity as will place the Co-owner on notice stated with the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of the Co-owner at the address as shown in the notice required to be filed with the Association under Article IV, Section 3 of these Bylaws.

(b) The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice.

(c) Failure to respond to the notice of violation constitutes a default.

(d) Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of the Board, decide whether a violation has occurred. The Board decision is final.

Section 3. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or following the decision of the Board as recited above, the following fines shall be levied:

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. Fifty Dollar (\$50.00) Fine.
- (c) Third Violation. One Hundred Dollar (\$100.00) Fine.
- (d) Fourth and Subsequent Violations. Five Hundred Dollar (\$500.00) Fine.

The fine amounts are subject to change by the Board of Directors in its discretion upon 15 days written notice to the designated voting representatives of the units, without the necessity of an amendment to these Bylaws. For purposes of this Section, the number of the violation (ie. first, second etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents, as long as that Co-owner may be an occupant of the Complex, and is not based upon time or violations of entirely different provisions.

Section 4. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first day of the month following the fine levy. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article V and Article XIV of these Bylaws.

#### ARTICLE XVI

#### SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter/modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Documents or the remaining portions of any terms, provisions or covenants which are held to be partially invalid or unenforceable.

DATED: October 30, 2014

KING'S COVE ASSOCIATION


BY: Richard J. Stinson  
RICHARD J. STINSON  
PRESIDENT OF THE BOARD OF DIRECTORS

STATE OF MICHIGAN           )  
  )SS.  
COUNTY OF OAKLAND       )

On this 30<sup>th</sup> day of October, 2014, the foregoing instrument was acknowledged before me by Richard Stinson, President of



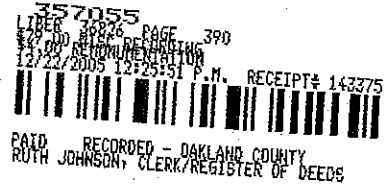
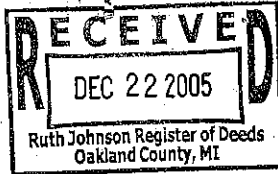
King's Cove Association, who attested that this document received the approval of two-thirds of the Co-owners of King's Cove Association.

  
CAROL ANNE COOPER  
Notary Public - Michigan  
Macomb County  
My Commission Expires Jul 16, 2019  
Acting in the County of Oakland  
Notary Public  
Macomb County, Michigan  
My Commission Expires: July 16, 2019  
Acting in Oakland County.

**Drafted by:**  
**When recorded, return to drafter.**

Schlottman & Wagner, P.C.  
Judi M. Schlottman (P35479)  
43642 Elizabeth  
Clinton Township, MI 43036  
(586) 465-1330

Kingscove{fb}restatedbylaws.September.2014



**SEVENTEENTH AMENDMENT TO THE  
MASTER DEED OF KING'S COVE**

**(AMENDED AND RESTATED MASTER DEED)  
(Act 59, Public Acts of 1978 as amended)**

**Oakland County Condominium Subdivision Plan No. 148**

This Amended and Restated Master Deed is made this 28th day of November, 2005, by King's Cove Condominium Association, a Michigan Non-Profit Corporation, hereinafter referred to as "Association," whose office is located at 1131 Brookside Court, Rochester Hills, Michigan, 48306, represented by Richard F. Stinson, President of King's Cove 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."

**WHEREAS**, King's Cove, was established pursuant to the Master Deed thereof recorded on September 4, 1973, in Liber 6161, Pages 281 through 330, Oakland County Records, as amended, and First Amendment recorded in Liber 6290, Pages 845 through 880; Second Amendment recorded in Liber 6377, Pages 88 through 117; Third Amendment recorded in Liber 6429, Pages 839 through 868; Fourth Amendment recorded in Liber 6445, Pages 46 through 64; Fifth Amendment recorded in Liber 6503, Pages 152 through 188; Sixth Amendment recorded in Liber 6651, Page 690; Seventh Amendment recorded in Liber 6837, Pages 344 through 370; Eighth Amendment recorded in Liber 7082, Pages 239 through 260; Ninth Amendment recorded in Liber 7175, Pages 448 through 475; Tenth Amendment recorded in Liber 7341, Pages 322 through 356; Eleventh Amendment recorded in Liber 7394, Page 839; Twelfth Amendment recorded in Liber 7401, Pages 712 through 745; Thirteenth Amendment recorded in Liber 9828, Pages 631 through 641; Fourteenth Amendment recorded in Liber 14705, Pages 501 through 525; Fifteenth Amendment recorded in Liber 20218, Pages 203 through 214; and Sixteenth Amendment recorded in Liber 20218, Pages 217 through 218, as amended.

**WHEREAS**, the Association desires by recording this Amended and Restated Master Deed, together with the Restated Condominium Bylaws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan attached to the ~~original Master Deed~~ as Exhibit "B" (both of which are hereby incorporated by reference and made a part of), to reaffirm the establishment of the real property described below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium complex under the provisions of the Condominium Act of Michigan. This Amended and Restated Master Deed is based upon the consent of at least two-thirds (2/3rds) of the co-owners and the Amended and Restated Exhibit B is based upon the consent of at least sixty (60%) percent of the co-owners of units in the Condominium which consents are on file pursuant to Section 90a(8) of the Act.

**NOW THEREFORE**, the Association does, upon the recording hereof, reaffirm the establishment of King's Cove as a Condominium under the Condominium Act and does declare that King's Cove (hereinafter referred to as the "Condominium," "Complex" or the "Condominium Complex"), 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 Exhibit "A" hereto, all of which shall be deemed to run with the real property described 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. This Amended and Restated Master Deed and Condominium Bylaws shall replace and supercede the original Master Deed and Condominium Bylaws of King's Cove as previously amended. Article IV, paragraphs A. (5) and Article X of the Master Deed are amended. In furtherance of the establishment of the Condominium Complex, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as King's Cove, Oakland County Condominium Subdivision Plan No. 148. The architectural plans for the project were approved by the Township of Avon, Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by the Master Deed.

15-03-301-0001

O.K.-KB

## ARTICLE II

## LEGAL DESCRIPTION

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

Part of the Southwest 1/4 of Section 3, T.3N., R.11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant N. 88° 00'00"W. 923.34 feet, and N. 26° 04'02"W. 1592.00 feet from the South 1/4 Corner of Section 3, T.3N., R.11 E., and proceeding thence N. 26° 04'02"W. 1682.00 feet, thence S. 87° 36'10"E. 760.00 feet, thence S. 13° 21'07"E. 38.08 feet, thence along a curve to the left, Radius 265.00 ft. An Arc Distance of 615.51 feet, central angle 143° 23'50" chord bearing N. 20° 41'55"W. A distance of 503.19 feet, thence S. 51° 00'00"E. 92.00 ft. thence along a Curve to the Right, Radius 410.00 ft. An Arc Distance of 322.01 feet, central angle 45° 00'00", Chord bearing N. 28° 30'00"W. A distance of 313.80 feet, thence S. 06° 00'00"E. 155.00 feet, thence along a curve to the left, Radius 450.00 ft. An Arc Distance of 431.97 feet, central angle 55° 00'00", chord bearing N. 33° 30'00"W. A distance of 415.57 feet, thence along a curve to the Right, radius 200.00 ft. An Arc Distance of 180.35 feet, central angle 51° 40'00" chord bearing N. 35° 10'00"W. a Distance of 174.30 feet, thence along a curve to the left, Radius 372.32 ft. an Arc Distance of 25.00 feet, central angle 03° 50'24", chord bearing S. 11° 65'12"E. A distance of 24.95 feet, thence N. 86° 37' 54" W. 471.65 feet to the point of beginning, containing 649,235 square feet. Subject to Easements of Record, and including an ingress-egress easement.

The land added to the Condominium Project by the First Amendment is more particularly described as follows:

Part of the Southwest 1/4 Section 3, T.3N., R.11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 830.00 feet from the South 1/4 corner of Section 3, T.3N., R.11 E., and proceeding thence North 26 degrees 04 minutes 02 seconds West 336.00 feet; thence North 71 degrees 06 minutes 19 seconds East 280.88 feet; thence North 49 degrees 11 minutes 20 seconds East 143.94 feet; thence along a curve to the left Radius 372.32 feet, an arc distance of 161.24 feet; thence South 68 degrees 00 minutes 00 seconds East 48.07 feet; thence South 22 degrees 00 minutes 00 seconds West 144.85 feet; thence South 55 degrees 03 minutes 03 seconds West 426.21 feet to the point of beginning. Containing 133,025 square feet. Subject to easements of record; and part of the Southwest 1/4 of Section 3, T.3N., R.11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 1166.00 feet from the South 1/4 corner of Section 3, T.3N., R.11 E., and proceeding thence North 26 degrees 04 minutes 02 seconds West 426.00 feet; thence South 86 degrees 37 minutes 54 seconds East 471.65 feet; thence along a curve to the left Radius 372.32 feet, an arc distance of 195.00 feet; thence South 49 degrees 11 minutes 20 seconds West 143.94 feet; thence South 71 degrees 06 minutes 19 seconds West 280.88 feet to the point of beginning. Subject to easements of record. Containing 133,659 square feet.

The land added to the Condominium Project by the Second Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan described as beginning at a point distant N. 88° 00'00"W. 923.34 feet and N. 26° 04' 02" W. 3,274.00 feet and S. 87° 36' 10"E. 760.00 feet and S. 13° 21'07" E. 75.00 feet and S. 54° 03' 19" E. 36.72 feet and S. 54° 03' 19" E. 19.28 feet and S. 30° 37'27" E. 194.32 feet and S. 14° 24' 54" W. 49.00 feet and S. 30° 09'01"E. 54.08 feet and S. 78° 33'52"E. 270.85 feet and S. 12° 00'00"W. 175.00 feet and S. 45° 15' 07" E. 125.90 feet and S. 36° 00' 00"W. 80.00 feet and S. 13° 18' 58" W. 110.49 feet and S. 26° 48'42" E. 78.80 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence S. 26° 48'42" E. 93.00 feet; thence S. 12° 30'00"W. 95.00 feet; thence S. 37° 30'00"E. 105.00 feet; thence S. 29° 00'00"W. 65.98 feet; thence along a curve to the right, radius 100.83 feet, an arc distance of 158.38 feet, central angle 90° 00'00", chord 142.59 feet, chord bearing S. 73° 59'57"W.; thence along a curve to the right, radius 390.00 feet, an arc distance of 403.17 feet, central angle 55° 00'00", chord 360.17 feet, chord bearing N. 33° 30'00"W.; thence N. 78° 50'32"E. 287.98 feet to the point of beginning, subject to easements of record; and

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant N. 88° 00'00"W. 923.34 feet and N. 26° 04' 02" W. 830.00 feet and N. 55° 03' 03"East 75.00 feet from the S. 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence N. 55° 03'03"East 351.21 feet; thence S. 68° 00'00"East 360.00 feet; thence N. 16° 39'54"East 101.85 feet; thence along a curve to the right R. 333.00 feet an arc distance of 234.97 feet; thence S. 02°01'12"West 113.00 feet; thence along a curve to the right R. 430.00 feet an arc distance of 403.00 feet; thence S. 55° 47'53"West 20.00 feet; thence N. 07° 56'18"East 115.00 feet; thence N. 36° 05'58"West 55.00 feet; thence N. 68° 30'00"West 155.00 feet; thence N. 53° 29'25"West 370.00 feet; thence N. 33° 41'08"West 100.05 feet to the point of beginning, subject to easements of record.

The land added to the Condominium Project by the Third Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant N. 88° 00'00"W. 923.34 feet and N. 26° 04'02"W. 3274.00 feet and S. 87° 36'10"E. 760.00 feet and S. 13° 21'07"E. 75.00 feet and S. 54° 03'19"E. 36.72 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence S. 54° 03'19"E. 19.28 feet; thence S. 30° 37'27"E. 194.32 feet; thence S. 14° 24'54"W. 49.00 feet; thence S. 39° 29' 01" W. 254.22 feet; thence N. 51° 00'00"W. 92.00 feet; thence along a curve to the right, radius 205.00 feet, an arc distance of 506.23 feet,

central angle 143° 23'50", chord 387.06 feet, chord bearing N. 19° 44'44"E. to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Fourth Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 85 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 830.00 feet and North 55 degrees 03 minutes 03 seconds East 426.21 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding then North 22 degrees 00 minutes 00 seconds East 144.85 feet; thence South 68 degrees 00, minutes 00 seconds East 186.09 feet; thence along a curve to the right Radius 333.00 feet, an arc distance of 171.99 feet; thence South 16 degrees 39 minutes 54 seconds West 101.85 feet; thence North 68 degrees 00 minutes 00 seconds West 360.00 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Fifth Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 3274.00 feet and South 87 degrees 36 minutes 10 seconds East 760.00 feet and South 13 degrees 21 minutes 07 seconds East 75.00 feet and South 54 degrees 03 minutes 19 seconds East 56.00 feet and South 30 degrees 37 minutes 27 seconds East 194.32 feet and South 14 degrees 24 minutes 54 seconds West 49.00 feet from the South 1/4 corner of said Section 3, T. 3 N., R. 11 E., and proceeding thence South 30 degrees 09 minutes 01 second East 54.08 feet; thence South 78 degrees 33 minutes 52 seconds East 270.85 feet; thence South 11 degrees 29 minutes 00 seconds West 182.76 feet; thence South 45 degrees 15 minutes 07 seconds East 125.90 feet; thence South 36 degrees 00 minutes 00 seconds West 80.00 feet; thence South 13 degrees 18 minutes 57 seconds West 110.49 feet; thence South 26 degrees 48 minutes 42 seconds East 78.80 feet; thence South 78 degrees 50 minutes 32 seconds West 287.98 feet; thence North 06 degrees 00 minutes 00 seconds West 155.00 feet; thence along a curve to the left Radius 470.00 feet, central angle of 45 degrees 00 minutes 00 seconds, arc distance of 369.14 feet, chord distance 359.72 feet bearing North 28 degrees 30 minutes 00 seconds West; thence North 39 degrees 29 minutes 01 second East 254.22 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Seventh Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 ft. and North 02 degrees 01 minutes 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet and North 19 degrees 46 minutes 14 seconds West 180.40 feet and North 21 degrees 04 minutes 00 seconds West 128.50 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78 degrees 00 minutes 00 seconds West 260.00 feet; thence South 36 degrees 26 minutes 42 seconds West 192.40 feet; thence along a curve to the right radius 312.32 feet, an arc distance of 285.05 feet, central angle 52 degrees 17 minutes 33 seconds, chord bearing North 35 degrees 28 minutes 47 seconds West, chord distance 275.26 feet; thence along a curve to the right, radius 200.00 feet, an arc distance of 133.81 feet, central angle 38 degrees 20 minutes 00 seconds, chord bearing North 09 degrees 50 minutes 00 seconds East, chord distance 131.33 feet; thence North 29 degrees 00 minutes 00 seconds East 141.50 feet; thence along a curve to the right, radius 679.00 feet, an arc distance of 288.00 feet, central angle 24 degrees 18 minutes 08 seconds, chord bearing North 41 degrees 09 minutes 04 seconds East, chord distance 285.85 feet; thence South 39 degrees 45 minutes 40 seconds East 100.84 feet; thence South 34 degrees 00 minutes 00 seconds West 78.00 feet; thence South 55 degrees 30 minutes 00 seconds East 287.00 feet; thence South 32 degrees 00 minutes 00 seconds West 90.00 feet; thence South 21 degrees 04 minutes 00 seconds East 110.00 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Eighth Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minutes 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes OR seconds West 34.75 feet and North 19 degrees 46 minutes 14 seconds West 180.40 feet and North 21 degrees 04 minutes 00 seconds West 128.50 feet and North 21 degrees 04 minutes 00 seconds West 110.00 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78 degrees 00 minutes 00 seconds West 105.00 feet; thence North 29 degrees 17 minutes 38 seconds West 104.00 feet; thence due West 127.00 feet; thence North 66 degrees 42 minutes, 44 seconds West 152.72 feet; thence North 29 degrees 00 minutes 00 seconds East 40.00 feet; thence along a curve to the right radius 670.00 feet an arc distance of 288.00 feet, central angle 24 degrees 37 minutes 43 seconds chord hearing North 41 degrees 18 minutes 52 seconds East chord distance 285.79 feet; thence South 39 degrees 43 minutes 24 seconds East 100.03 feet; thence South 34 degrees 00 minutes 00 seconds West 78.00 feet; the South 55 degrees 30 minutes 00 seconds East 287.00 feet; thence South 32 degrees 00 minutes 00 seconds West 90.00 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Ninth Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minute 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet and North 19 degrees 46 minutes 14 seconds West 180.40 feet and North 21 degrees 04 minutes 00 seconds West 128.50 feet and North 21 degrees 04 minutes 00 seconds West 110.00 feet and North 32 degrees 00 minutes 00 seconds East 90.00 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence North 55 degrees 30 minutes 00 seconds West 287.00 feet; thence North 34 degrees 00 minutes 00 seconds East 78.00 feet; thence North 39 degrees 43 minutes 24 seconds West 100.03 feet; thence along a curve to the right radius 670.00 feet, an arc distance of 267.45 feet, central angle 22 degrees 52 minutes 16 seconds, chord 265.68 feet, chord bearing North 65 degrees 03 minutes 51 seconds East; thence along a curve to the left radius 290.00 feet, an arc distance of 128.53 feet, central angle 25 degrees 23 minutes 38 seconds, chord 127.48 feet, chord bearing North 63 degrees 41 minutes 13 seconds East; thence South 48 degrees 57 minutes 07 seconds East 69.24 feet; thence South 31 degrees 27 minutes 25 seconds East 78.96 feet; thence South 33 degrees 07 minutes 40 seconds West 88.31 feet; thence South 11 degrees 39 minutes 46 seconds West 89.48 feet; thence South 32 degrees 00 minutes 00 seconds West 322.50 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Tenth Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 3274.00 feet and South 87 degrees 36 minutes 10 seconds East 760.00 feet and South 13 degrees 21 minutes 07 seconds East 75.00 feet and South 54 degrees 03 minutes 19 seconds East 19.28 feet and South 30 degrees 37 minutes 27 seconds East 194.32 feet and South 14 degrees 24 minutes 54 seconds West 49.00 feet; and South 30 degrees 09 minutes 01 second East 54.08 feet and South 78 degrees 33 minutes 52 seconds East 270.85 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78 degrees 33 minutes 52 seconds East 20.00 feet; thence North 78 degrees 35 minutes 25 seconds East 139.94 feet; thence South 85 degrees 44 minutes 34 seconds East 127.66 feet; thence South 40 degrees 42 minutes 07 seconds East 46.67 feet; thence South 85 degrees 44 minutes 34 seconds East 113.08 feet; thence South 15 degrees 58 minutes 28 seconds East 285.63 feet; thence South 89 degrees 28 minutes 05 seconds East 120.05 feet; thence South 48 degrees 57 minutes 07 seconds East 44.28 feet; thence along a curve to the right radius 230.00 feet, central angle 23 degrees 05 minutes 41 seconds an arc distance of 91.25 feet, chord 90.65 feet, chord bearing South 65 degrees 08 minutes 01 seconds East; thence along a curve to the left radius 730.00 feet, central angle 47 degrees 30 minutes 00 seconds an arc distance of 605.19 feet, chord 588.01 feet, chord bearing North 52 degrees 41 minutes 00 seconds East; thence North 37 degrees 30 minutes 00 seconds West 105.00 feet; thence North 12 degrees 30 minutes 00 seconds East 95.00 feet; thence North 26 degrees 48 minutes 42 seconds West 171.80 feet; thence North 13 degrees 18 minutes 57 seconds East 110.49 feet; thence North 36 degrees 00 minutes 00 seconds East 80.00 feet; thence North 45 degrees 15 minutes 07 seconds West 125.90 feet; thence North 11 degrees 29 minutes 00 seconds East 182.76 feet to the point of beginning. Subject to easements of record.

ALSO

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Rochester Hills Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minute 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 38 degrees 43 minutes 51 seconds West 147.95 feet; thence along a curve to the left radius 393.00 feet, an arc distance of 166.99 feet, central angle 24 degrees 20 minutes 44 seconds chord bearing North 55 degrees 09 minutes 45 seconds West chord distance 165.74 feet; thence North 68 degrees 00 minutes 00 seconds West 234.16 feet; thence along a curve to the right radius 312.32 feet, an arc distance of 34.74 feet; thence North 36 degrees 26 minutes 42 seconds East 192.40 feet; thence North 78 degrees 00 minutes 00 seconds East 260.00 feet; thence South 21 degrees 04 minutes 00 seconds East 128.50 feet; thence South 19 degrees 46 minutes 14 seconds East 180.40 feet to the point of beginning. Subject to easements of record.

The land added to the Condominium Project by the Twelfth Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, Town 3 North, Range 11 East, Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West, 923.34 feet and North 26 degrees 04 minutes 02 seconds West 68.00 feet from the South 1/4 corner of Section 3, Town 3 North, Range 11 East, and proceeding thence North 26 degrees 04 minutes 02 seconds West 762.00 feet; thence North 55 degrees 03 minutes 03 seconds East 75.00 feet; thence South 33 degrees 41 minutes 08 seconds East 101.05 feet; thence South 53 degrees 29 minutes 25 seconds East 370.00 feet; thence

South 68 degrees 30 minutes 00 seconds East 155.00 feet; thence South 36 degrees 05 minutes 58 seconds East 55.00 feet; thence South 07 degrees 56 minutes 18 seconds West 115.00 feet; thence South 55 degrees 47 minutes 53 seconds West 39.14 feet; thence along a curve to the left radius 202.32 feet, an arc distance of 189.96 feet; thence South 02 degrees 00 minutes 00 seconds West 30.00 feet; thence North 88 degrees 00 minutes 00 seconds West 118.99 feet to the point of beginning. Containing 171,483.2 square feet. Subject to easements of record.

AND ALSO, a part of the Southwest 1/4 of Section 3, Town 3 North, Range 11 East, Rochester Hills, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minutes 12 seconds East 60.00 feet from the South 1/4 corner of Section 3, Town 3 North, Range 11 East and proceeding thence North 88 degrees 00 minutes 00 seconds West 294.37 feet; thence North 02 degrees 00 minutes 00 seconds East 30.00 feet; thence along a curve to the right radius 185.60 feet, an arc distance of 174.27 feet; thence along a curve to the left radius 490.00 feet, an arc distance of 459.92 feet thence North 02 degrees 01 minutes 12 seconds East 113.00 feet; thence along a curve to the left radius 393.00 feet, an arc distance of 313.28 feet; thence N. 38 degrees 43 minutes 51 seconds East 147.95 feet; thence South 66 degrees 36 minutes 08 seconds East 34.75 feet; thence South 29 degrees 15 minutes 55 seconds East 71.11 feet; thence South 45 degrees 24 minutes 26 seconds West 45.22 feet; thence South 03 degrees 46 minutes 44 seconds East, 69.34 feet; thence South 40 degrees 11 minutes 10 seconds East, 90.90 feet; thence South 09 degrees 13 minutes 10 seconds East, 47.22 feet; thence South 40 degrees 22 minutes 20 seconds West 108.73 feet; thence South 02 degrees 01 minutes 12 seconds West 773.50 feet to the point of beginning.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and corporate Bylaws and Rules and Regulations of the King's Cove Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in King's Cove, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- (a) The "Act" means the Michigan Condominium Act, being Act 559 of the Public Acts of 1978, as amended.
- (b) "Association" shall mean the non-profit corporation organized under Michigan law of which all co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- (c) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by the Act to be recorded as part of the Master Deed.
- (d) "Association Bylaws" means the corporate Bylaws of King's Cove Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- (e) "Unit" means the enclosed space constituting a single complete residential unit in King's Cove as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "unit" as defined in the Act.
- (f) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.
- (g) "Condominium Project," "Condominium" or "Project" means King's Cove as an approved Condominium Project established in conformity with the provisions of the Act.
- (h) "Condominium Subdivision Plan" means Exhibit "B" hereto.
- (i) "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 Project. The term "owner," wherever used, shall be synonymous with the term "co-owner."
- (j) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to King's Cove as described above.
- (k) "Common Elements," where used without modification, shall mean both the general and limited common elements described in Article IV hereof.
- (l) 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

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

### A. The general common elements are:

- (1) The land described on page one hereof, including driveways, roads, sidewalks and unassigned parking spaces;
- (2) The electrical wiring network throughout the project, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit;
- (3) The gas line network throughout the project, including those contained within unit walls up to the point of connection with gas fixtures within any unit. Natural gas for certain buildings is metered to each such building, and the expense thereof shall be paid in the first instance by the Association and rebilled to each co-owner in such buildings on a pro rata basis computed by dividing each such co-owner's percentage of value by the combined percentages of value for the units in all the buildings so metered and multiplying the resulting percentage times the total gas bills for buildings so metered. Natural gas for the units in certain other buildings is individually metered to each unit and each co-owner in such buildings shall separately pay for his natural gas upon individual billing therefor from the utility company. The purpose of this provision is to clarify the obligation of each co-owner to bear one and only one charge for natural gas attributable to his unit;
- (4) The telephone wiring network throughout the project;
- (5) The plumbing network throughout the project including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit as to those plumbing fixtures which do not have a trap, and up to the connection with the trap for those plumbing fixtures which have a trap, and as to the water supply lines to the plumbing fixtures, up to and including the shut-off valve to each plumbing fixture or appliance;
- (6) The water distribution system, sanitary sewer system and storm drainage system throughout the project;
- (7) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys;
- (8) The community building, swimming pool and tennis courts;
- (9) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

### B. The limited common elements are:

- (1) Certain driveways are appurtenant to certain units as limited common elements as designated on Exhibit "B" attached hereto with numbers which correspond to the unit to which such driveways respectively appertain;
- (2) Each individual balcony and porch in the project is restricted in use to the co-owner of the unit which opens into such balcony and porch as shown on Exhibit "B" hereto;
- (3) Each patio fence in the project shall be restricted in use to the co-owner of the unit to which the patio area enclosed by such patio fence is appurtenant;
- (4) Each individual patio area in the project is restricted in use to the co-owner of the unit which opens into such patio area as shown on Exhibit "B" hereto;
- (5) Each electric yard light and porch light in the project shall be restricted in use to the co-owner of the unit which such yard light and porch light services;
- (6) Each individual air conditioner compressor in the project is restricted in use to the co-owner of the unit which such air conditioner compressor services;
- (7) Certain garage parking spaces are appurtenant to certain units as shown on Exhibit "B" hereto with letters which correspond to the typical unit type of the pertinent unit;
- (8) The interior surfaces of unit perimeter walls (including windows and doors therein), ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit.

C. The respective responsibilities for the maintenance, decoration, repair and replacement are as follows:

(1) The costs of maintenance, repair and replacement of limited common elements described in Article IV B(2), B(4), B(5), B(6) and B(7) above shall be borne by the co-owner of the unit to which such limited common elements respectively appertain; provided, however, that any unfenced patio area consisting primarily of lawn area shall be mowed by the Association;

(2) The costs of decoration and maintenance (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV B(8) above shall be borne by the co-owner of each unit to which such limited common elements are appurtenant;

(3) The costs of maintenance, repair and replacement of all general and limited common elements other than as described above shall be borne by the Association.

No co-owner shall use his unit or the common elements in any manner inconsistent with the purposes of the project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each unit in the project is described in this paragraph with reference to the Subdivision and Site Plan of King's Cove as surveyed by Basney & Smith, Inc. and attached hereto as Exhibit "B." Each unit shall include: (1) With respect to each unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on basement and foundation plans in Exhibit "B" have been or will be physically measured by Basney & Smith, Inc. In the event that the dimensions on the measured foundation plan of any specific unit differ from the dimensions on the typical foundation plan for such unit shown in Exhibit "B," then the typical upper floor plans for such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured foundation plan. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assigned to each unit is set forth in subparagraph C 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. The total value of the project is 100. The percentage of value allocated to each unit may be changed only with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided in Article VII hereof.

C. Set forth below are:

- (a) Each unit number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each unit.

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
1	.229	25	.274
2	.242	26	.292
3	.210	27	.292
4	.242	28	.242
5	.229	29	.274
6	.242	30	.292
7	.210	31	.292
8	.242	32	.242
9	.229	33	.229
10	.242	34	.242
11	.210	35	.210
12	.242	36	.242
13	.229	37	.229
14	.242	38	.242
15	.210	39	.210
16	.242	40	.242
17	.274	41	.274
18	.292	42	.292
19	.292	43	.292
20	.242	44	.242
21	.274	45	.274
22	.292	46	.292
23	.292	47	.292
24	.242	48	.242



Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
49	.229	121	.274
50	.242	122	.274
51	.210	123	.260
52	.242	124	.274
53	.229	125	.274
54	.242	126	.260
55	.210	127	.229
56	.242	128	.242
57	.274	129	.210
58	.292	130	.242
59	.292	131	.274
60	.242	132	.274
61	.274	133	.260
62	.292	134	.274
63	.292	135	.274
64	.242	136	.260
65	.274	137	.274
66	.292	138	.274
67	.292	139	.260
68	.242	140	.229
69	.274	141	.242
70	.292	142	.210
71	.292	143	.242
72	.242	144	.274
73	.229	145	.242
74	.242	146	.274
75	.210	147	.274
76	.242	148	.229
77	.274	149	.242
78	.274	150	.210
79	.260	151	.242
80	.274	152	.229
81	.274	153	.242
82	.260	154	.210
83	.260	155	.242
84	.274	156	.229
85	.274	157	.242
86	.260	158	.210
87	.274	159	.242
88	.274	160	.229
89	.260	161	.242
90	.274	162	.210
91	.274	163	.242
92	.274	164	.229
93	.274	165	.242
94	.260	166	.210
95	.274	167	.242
96	.274	168	.274
97	.260	169	.274
98	.260	170	.242
99	.274	171	.274
100	.274	172	.229
101	.229	173	.242
102	.242	174	.210
103	.210	175	.242
104	.242	176	.229
105	.274	177	.242
106	.274	178	.210
107	.242	179	.242
108	.274	180	.274
109	.274	181	.274
110	.274	182	.242
111	.260	183	.274
112	.274	184	.229
113	.274	185	.242
114	.260	186	.210
115	.274	187	.242
116	.274	188	.274
117	.260	189	.292
118	.274	190	.292
119	.274	191	.242
120	.260	192	.274

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
193	.274	266	.210
194	.242	267	.242
195	.274	268	.229
196	.229	269	.242
197	.242	270	.210
198	.210	271	.242
199	.242	272	.274
200	.274	273	.291
201	.274	274	.291
202	.242	275	.242
203	.274	276	.274
204	.229	277	.274
205	.242	278	.242
206	.210	279	.274
207	.242	280	.229
208	.229	281	.242
209	.242	282	.210
210	.210	283	.242
211	.242	284	.274
212	.229	285	.274
213	.242	286	.242
214	.210	287	.274
215	.242	288	.229
216	.274	289	.242
217	.274	290	.210
218	.242	291	.242
219	.274	292	.274
220	.229	293	.274
221	.242	294	.242
222	.210	295	.274
223	.242	296	.229
224	.274	297	.242
225	.274	298	.210
226	.242	299	.242
227	.274	300	.242
228	.274	301	.210
229	.274	302	.242
230	.242	303	.229
231	.274	304	.242
232	.229	305	.210
233	.242	306	.242
234	.210	307	.229
235	.242	308	.274
236	.229	309	.274
237	.242	310	.242
238	.210	311	.274
239	.242	312	.229
240	.229	313	.242
241	.242	314	.210
242	.210	315	.242
243	.242	316	.242
244	.274	317	.210
245	.274	318	.242
246	.242	319	.229
247	.274	320	.274
248	.229	321	.274
249	.242	322	.242
250	.210	323	.274
251	.242	324	.274
252	.229	325	.242
253	.242	326	.274
254	.210	327	.274
255	.242	328	.242
256	.229	329	.210
257	.242	330	.242
258	.210	331	.229
259	.242	332	.274
260	.229	333	.274
261	.242	334	.242
262	.210	335	.274
263	.242	336	.274
264	.229	337	.274
265	.242	338	.242

Unit No.	Percentage of Value Assigned	Unit No.	Percentage of Value Assigned
339	.274	370	.210
340	.274	371	.242
341	.274	372	.242
342	.242	373	.210
343	.274	374	.242
344	.229	375	.229
345	.242	376	.229
346	.210	377	.242
347	.242	378	.210
348	.242	379	.242
349	.210	380	.274
350	.242	381	.274
351	.229	382	.242
352	.274	383	.274
353	.291	384	.242
354	.274	385	.210
355	.274	386	.242
356	.274	387	.229
357	.274	388	.274
358	.242	389	.274
359	.274	390	.242
360	.274	391	.274
361	.274	392	.274
362	.242	393	.274
363	.274	394	.242
364	.274	395	.274
365	.242	396	.274
366	.274	397	.274
367	.274	398	.242
368	.229	399	.274
369	.242		

## ARTICLE VI

## EASEMENTS

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

## ARTICLE VII

## AMENDMENT

Except as provided in preceding Articles as set forth above and in Exhibit "A" hereto, the Condominium Project shall not be terminated, vacated, revoked or abandoned unless all of the co-owners and the mortgagees of all of the mortgages covering the units unanimously agree to such termination, vacation, revocation or abandonment by duly approved and recorded instruments; this Master Deed may be amended by the co-owners at a meeting of the Association (or adjournments thereof) called for such purpose, by an affirmative vote of not less than sixty (60%) percent of all co-owners in number and in value. Mortgagee consent may also be required pursuant to the Michigan Condominium Act.

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

KING'S COVE ASSOCIATION,  
a Michigan Non-Profit Corporation

By: Richard F. Stinson  
Its: President Richard F. Stinson

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

On this 28<sup>th</sup> day of November, 2005, the foregoing Amended and Restated Master Deed was acknowledged before me by Richard F. Stinson, President of KING'S COVE ASSOCIATION, a Michigan Non-Profit Corporation, on behalf of and by authority of the Corporation.

Carol Anne Cooper

Notary Public, Macomb County, MI  
Acting in Oakland County  
My Commission Expires:

CAROL ANNE COOPER  
Notary Public, Macomb County, MI  
My Commission Expires Jul 16, 2007

Drafted by/Return to:  
Wayne G. Wegner, Esq.  
23201 Jefferson Avenue  
St. Clair Shores, MI 48080

**EXHIBIT A****AMENDED AND RESTATED BYLAWS****KING'S COVE****ARTICLE I****ASSOCIATION OF CO-OWNERS**

Section 1. King's Cove, a condominium project located in the City of Rochester Hills, Oakland County, Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the condominium project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

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

(a). Each Co-owner(s) of a unit in the condominium shall become a member of the Association upon obtaining title to a unit in the condominium, and no other person or entity shall be entitled to membership. A Land Contract purchaser may be a Co-owner(s) for all purposes pursuant to these Bylaws and the condominium documents; provided, however, that a Land Contract purchaser submits a written statement to the Association providing to the contrary. Notwithstanding the foregoing, both the Land Contract seller and the Land Contract purchaser shall be responsible for all obligations imposed by these Condominium Documents, including but not limited to these Bylaws, the Master Deed, Association Bylaws and rules and regulations of the condominium, and the statutes of the State of Michigan.

(b). The share of a Co-owner(s) in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit in the Condominium. A Co-owner(s) selling a unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve, account or other asset of the Association.

(c). Except as limited in these Bylaws, each Co-owner(s) shall be entitled to one vote for each unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the units owned by such Co-owner(s) as set forth in Article V of the Master Deed, when voting by value. Voting shall be by number except in those instances where voting is required to be in value and in number.

(d). No Co-owner(s) shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the condominium project to the Association. The vote of each Co-owner(s) may only be cast by the individual representative designated by such Co-owner(s) in the notice required in subparagraph "e" below or by a proxy given by such individual representative.

(e). Each Co-owner(s) shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner(s). Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the Co-owner(s), and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner(s). Such notice shall be signed and dated by the Co-owner(s). The individual representative designated may be changed by the Co-owner(s) at any time by filing a new notice in the manner herein provided.

(f). There shall be an annual meeting of the members of the Association. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association shall be given to each Co-owner(s) by mailing the same to each individual representative designated by the respective Co-owners.

(g). The presence in person or by proxy of thirty-five (35%) percent in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h). Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i). A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association. Wherever provided specifically herein, a majority may be required to exceed the simple majority herein above set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

(j). Other provisions as to voting by members not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts shall be open for inspection by the Co-owners during reasonable working hours. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The costs of any such audit and any accounting expenses shall be expenses of administration. A financial statement shall be distributed to the Co-owners annually.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, non inconsistent with the following, shall be provided by the Association Bylaws.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.

(2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.

(6) To approve or disapprove proposed purchasers or lessees of any unit in the manner specified in the Condominium Bylaws.

(7) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any unit in the condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any unit in the condominium for use by a resident manager, or the purchase of a unit on foreclosure of the Association's assessment lien and the payment of any underlying mortgage required to preserve the interest of the Association, so long as said action does not require a special assessment of the co-owners.

(8) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.

(9) To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

(10) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(11) To enforce the provisions of the Condominium Documents.

(b) The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association.

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

## ARTICLE II

### ASSESSMENTS

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

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Sections 13 and 15 of Public Act 229 of 1963, as amended; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium shall be receipts of administration.

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

(a) The Board of Directors of the Association shall establish an annual budget, in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project, including a reasonable allowance for contingencies and reserves. At a minimum, the capital reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. The Board of Directors should carefully analyze the condominium project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established, based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not exceeding \$5,000.00 annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem to be necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this sub-section shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

The Board of Directors shall maintain and annually fund a Long Range Reserve Fund for major repairs, replacements or emergency expenditures. This fund will include a ten-year projection and include the following categories: roof replacements, asphalt replacement, siding re-surfacing or replacement, major landscape improvements and any other repair or replacement which is of significant size to warrant inclusion in the plan. The Fund shall also contain a contingency category, in the amount of 10% of the anticipated annual outflow from the reserve plan, to absorb over-runs.

The reserve plan shall be funded annually from the operating budget in an amount sufficient to maintain an adequate reserve amount at all times to respond to both emergency repairs and cash flow requirements of the Association.

The Board of Directors shall annually update the ten year projection considering known repair cycles as well as estimate inflationary materials and labor costs based on available economic data.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for additions to the common elements of a cost exceeding \$5,000.00 per year, (2) assessments for the purchase or lease of a unit in the Condominium project pursuant to Article VI, Section 13, (3) assessments to purchase unit upon foreclosure of the lien for assessments described in Section 6 hereof; (4) assessments to purchase a unit for use as a resident manager's unit; or (5) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners in value and in number. The discretionary authority of the Board of Directors to levy assessments pursuant to this sub-section shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

Section 4. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited

common elements appurtenant to a unit. Any unusual expenses of administration or repair which may benefit less than all of the condominium units in the condominium may be specially assessed against the condominium unit or condominium units so benefitted in the proportion which the percentage of value of the benefitted units bears to the total percentages of value of all condominium units so specially benefitted. Assessments shall be due and payable at such times as the Association shall determine, commencing with acceptance of a deed to a unit or with acquisition of fee simple title to a unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof is not paid to the Association in full on or before the due date for such payment. Each regular monthly assessment which is not paid within 10 days after the due date shall automatically incur a late charge as determined from time to time by resolution of the Board of Directors which shall be added to such assessment and be subject to collection by the Association by the same means as provided for collection of the assessment itself. The Board of Directors shall adopt reasonable rules to permit waiver of the late charge for good cause. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his unit which may be levied while such Co-owner is the owner thereof. All payments shall be applied first against late charges, court costs and attorney's fees, and thereafter against assessments in order of greatest delinquency.

Section 5. No co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit. A Co-owner may not assert in an answer or set off to a complaint brought by the Association for non-payment of assessments the fact that the Association, or its agent, has not provided the services or management to a Co-owner(s).

#### Section 6.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of a default by any Co-owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general common elements of the project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his unit. In an judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XI, Section 1 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. The priority of the Association's lien shall be determined pursuant to the terms of the Michigan Condominium Act. Each Co-owner, and every other person who from time to time has any interest in the project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same maybe amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the condominium complex, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by the Michigan Condominium Act.

Each Co-owner of a unit in the project acknowledges that at the time of acquiring title to such unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for non-payment of assessments and a hearing on the same prior to the sale of the subject unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at this or their last known address, of a written notice that one (1) or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject unit(s), and (v) the names of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the County in which the project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his unit.

(e) A construction lien or claim arising under Michigan law shall be subject to the following limitations:

(i) Except as otherwise provided in this section, a construction lien or claim arising for work performed upon a Condominium unit or upon a limited common element may attach only to the Condominium unit upon which the work was performed.



(ii) A construction lien or claim arising for work authorized by the Association may attach to each Condominium unit only to the proportionate extent that the Co-owner of the condominium unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(iii) A construction lien or claim may not arise or attach to a Condominium unit for work performed on the common elements not contracted by the Association.

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

### ARTICLE III

#### ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. No Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances, unless all the parties elect arbitration in which event such parties shall be precluded from litigating such dispute, claim or grievance in the courts.

### ARTICLE IV

#### INSURANCE

Section 1. The Association shall carry property insurance, general liability, umbrella liability, directors and officers liability and worker's compensation insurance, pertinent to the ownership, use and maintenance of the common elements of the Condominium project. All liability insurance shall not carry limits of less than \$1,000,000 per occurrence, and such insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgages, as their interests may appear, and provision shall be made for the issuance of evidence of insurance certificates to the mortgagees of Co-owners. It shall be each Co-owner's responsibility to obtain and maintain adequate HO6 insurance coverage or comparable coverage at his own expense upon his unit and for his personal property to insure all the items which the Co-owner has the responsibility of reconstruction, repair and maintenance as contained in these Bylaws as well as improvements and betterments located within his unit or elsewhere in the Condominium premises. Notwithstanding anything contained in this Section or elsewhere in the Condominium Documents to the contrary, the Co-owner's HO6 insurance coverage shall bear the primary responsibility for the cost of reconstruction and repair to the extent of its coverage, but in all instances, the Co-owner shall be responsible to pay the Association's deductible in the event that the Association's insurance pays for any portion of a loss, and the Association shall assess that amount against the responsible Co-owner. It shall also be the Co-owner's responsibility to purchase insurance coverage for his personal liability for occurrences within his unit or upon limited common elements. The Association shall have no responsibility for obtaining such coverage or coverages. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer(s) waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) All common elements of the Condominium project shall be insured against all risk of physical loss, in an amount equal to the maximum insurable replacement value, (100% to value), excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The maximum insurable replacement value is to be determined by independent appraisal annually and the costs of such appraisal shall be considered a cost of administration. Such coverage shall also include interior walls within any unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Such fixtures, equipment and trim are to consist of standard bathroom fixtures and cabinets, kitchen fixtures and cabinets but are not to include appliances, water heaters, furnaces and air conditioning equipment. Any improvements made by a Co-owner within his unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

Section 2. Each Co-owner, by ownership of an unit in the Condominium project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium project, his unit and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

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

(a) If the damaged property is a common element or a unit, the property shall be rebuilt or repaired if any unit in the condominium is tenantable, unless it is determined that the condominium shall be terminated.

(b) If the condominium is so damaged that no unit is tenantable, the damaged property shall not be rebuilt unless seventy-five (75%) percent or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner(s) to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. In the event that the Co-owner fails to perform the obligations stated herein, the Association may perform any and all such maintenance, reconstruction or repair obligations at its sole discretion and assess to the Co-owner the costs and expenses thereof, which assessment shall be collectable in the same manner as regular monthly assessments in Article II hereof, and such other and further remedies as may be provided elsewhere in the Condominium Documents or by law.

Section 4. Regardless of the cause or nature of any damage or deterioration, each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his unit, including, but not limited to, floor coverings, wall coverings, painting and decorating, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures, plumbing fixtures, water supply lines, phone and computer systems and all appliances whether free-standing or built-in. And any other items or equipment for which the co-owner has maintenance responsibility pursuant to the terms of the Condominium Documents. In the event of damage to interior walls within a Co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner(s) and the mortgagee jointly.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to a unit, caused by such common elements or the reconstruction, repair or maintenance thereof, however, the Association shall only be responsible for items that were standard in a unit upon its original construction, but not any replacements or betterments thereof, and the Co-owner shall immediately notify the Association when any common element is causing damage to a unit. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient,

Section 6. The following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire unit by eminent domain, the Co-owner of such unit shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall be divested of all interest in the Condominium project. In the event that any condemnation award shall become payable to any Co-owner whose unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf

of such Co-owner. If only a part of any unit is taken, the Association shall rebuild the same as is necessary to make it habitable and remit the balance of the condemnation proceeds pertinent to such unit to the owner thereof.

(b) If there is any taking of any portion of the Condominium other than any unit the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty (50%) percent of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Co-owners in accordance with their respective percentages of value set forth in Article V of the Master Deed.

(c) In the event the Condominium project continue after taking by eminent domain, then the remaining portion of the Condominium project shall be re-surveyed and the Master Deed amended accordingly, and, if any unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the project.

## ARTICLE VI

### RESTRICTIONS

Section 1. No more than two (2) persons per bedroom may occupy any unit in the Condominium. No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium, except that Co-owners shall be allowed to have offices in their home, provided the same do not constitute a violation of any ordinances or regulations of Rochester Hills and do not involve additional traffic and congestion within the Condominium, do not disturb other Co-owners, do not involve additional expenses to the Association (such as utility charges and insurance), and do not violate any other provision or restriction contained in the Condominium Documents.

Section 2. (a) A Co-owner may lease his unit for the same purposes set forth in Section 1 of this Article VI, but only to tenant or lessee; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. In no event may more than ten (10%) percent of the units in the Condominium be rented or occupied by non-co-owners. No unit may be leased or rented without prior written permission from the Board of Directors. If no permission is obtained, such lease or rental arrangement is void and the Association can evict the tenant(s) or occupant(s). The names of all tenants or non-co-owner occupants must be provided in writing to the Board of Directors. No sub-leasing of a unit shall be allowed and no Co-owner shall lease less than an entire unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association. Transients are not allowed in or about the Condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium documents. If a unit is leased, the Co-owner(s) of the leased unit lose their right to use the recreational facilities.

(b) The leasing of units in the project shall conform to the following provisions:

(1) 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 of the unit and shall, prior to occupancy by the tenant, supply the Association with a copy of the exact lease being used, along with the names of all occupants of the leased unit.

(2) Tenants or Non-co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium project and all leases and rental agreements shall so state. It is the responsibility of the Co-owner to provide to the lessee/tenant a copy of the Condominium and Association Bylaws, and the Co-owner shall verify that fact to the Association. In addition, Co-owner shall provide to Association such additional reasonable information as it may, from time to time, require.

(3) If the Association determines that the tenant or Non-co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

(ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) 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 and simultaneously for money damages in the same action against the Co-owner and tenant or Non-co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the common elements caused by the Co-owner or tenant in connection with the unit or Condominium project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and

future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. (a) No co-owner shall make alterations in exterior appearance or make structural modifications to his unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements - limited or general, without the expressed written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas (except those antennas referred to in Section III B below), lights, aeriels, awnings, doors, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound conditioning provisions. No co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the common elements or any element which affects an association's responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above units, and to install satellite dishes in their units or upon limited common elements assigned to them; providing, however, that any damage or expense to the common elements or to the Association resulting from such installation shall be borne by the co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the condominium. The Association shall not be liable to any person or entity for mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or specifications for a modification. The co-owner shall be responsible for the maintenance, repair and replacement of such modification or improvement. In the event that the co-owner fails to do so, the Association may undertake such maintenance, repair and replacement and assess the co-owner the cost thereof and collect the costs from the co-owner in the same manner as provided for the collection of assessments in article II hereof. The co-owner shall indemnify and hold the Association harmless from any costs, damages, or liabilities incurred in regard to said modification and/or improvement and shall be obligated to execute a modification agreement, if requested by the Association, as a condition for approval of such modification or improvement.

(b) Notwithstanding the provisions of Section 3(a) above, the following three (3) types and sizes of antennas may be installed in the Unit or on limited common element areas for which the co-owner has direct or indirect ownership and exclusive use or control, subject to the provisions of this Section and any written rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 11 of these Bylaws: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. Antenna installation on general common element areas is prohibited. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair reception or an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals, and may not extend more than twelve (12) feet above the roofline without preapproval, due to safety concerns. A co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 3(b) and all rules and regulations regarding installation and placement of antennas, installation may begin immediately; if the installation will not comply, or is in any way not routine in accordance with this Section and the rules and regulations, then the Association and co-owner shall meet promptly and within seven (7) days after receipt of the notice by the Association, if possible, to discuss the installation. The Association may prohibit Co-owners from installing the aforementioned satellite dishes and/or antennas if the Association provides the co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under Section 207 of the Federal Communication Commission ("FCC") rules. This Section is intended to comply with the rule governing antennas adopted by the FCC effective October 14, 1996, as amended by FCC Orders related September 25, 1998 and November 20, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, and this Section may be modified through rules and regulations promulgated by the Board of Directors pursuant to Section 10 of this Article VI.

(c) A co-owner may make improvements or modifications to the co-owner's unit, including improvements or modifications to common elements and to the route from the public way to the door of the co-owner's unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the unit for persons with disabilities who reside in or regularly visit the unit, or to alleviate conditions that could be hazardous to persons with disabilities. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the condominium complex. The co-owner is liable for the cost of repairing any damage to a common element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions in the condominium documents, but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(d) A improvement or modification allowed by this section that affects the exterior of the unit shall not unreasonably prevent passage by other residents of the condominium complex. A co-owner who has made exterior improvements or modifications allowed by this Section above shall notify the Association in writing of the co-owner's intention to convey or lease his or her condominium unit to another, at least thirty (30) days before the conveyance or lease. Not more than thirty (30) days after receiving a notice from a co-owner under this subsection, the Association may require that the co-owner remove the improvement or modification, at the co-owner's expense. If the co-owner fails to give timely notice of a conveyance or lease, the Association at any time may remove or require the co-owner to remove the improvement or

modification, at the co-owner's expense. However, the Association may not remove or require the removal of an improvement or modification if a co-owner conveys or leases his or her condominium unit to a person with disabilities who needs the same type of improvement or modification or has a person residing with him or her who requires the same type of improvement or modification, and resides with the person.

(e) If a co-owner makes an exterior improvement or modification allowed under this Section, the co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state naming the Association of Co-owners as an additional insured, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification, but the co-owner is not liable for acts or omissions of the Association with respect to the exterior improvement or modification, and the co-owner shall not be required to maintain liability insurance with respect to any common element. The Association is responsible for maintenance, repair and replacement of the improvement or modification only to the extent of the cost currently incurred by the Association for maintenance, replacement, and repair of the common elements covered or replaced by the improvement or modification. All cost of maintenance, repair and replacement of an improvement or modification exceeding that currently incurred by the Association for maintenance, repair and replacement of the common elements covered or replaced by the improvement or modification shall be assessed to and paid by the co-owner or the unit serviced by the improvement or modification.

(f) Before an improvement or modification allowed by this Section is made, the co-owner shall submit plans and specifications for the improvements or modifications to the Association for review and approval. The Association shall determine whether the proposed improvement or modification substantially conforms to the requirements of this Section, but shall not deny a proposed improvement or modification without good cause. If the Association denies a proposed improvement or modification, the Association shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this Section, and shall deliver that list to the co-owner. The Association shall approve or deny the proposed improvement or modification not later than sixty (60) days after the plans and specifications are submitted by the co-owner proposing the improvement or modification to the Association. If the Association does not approve or deny submitted plans and specifications within the sixty (60) day period, the co-owner may make the proposed improvement or modification without the approval of the Association. A co-owner may bring an action against the Association and the officers and directors to compel those persons to comply with this section if the co-owner disagrees with a denial by the Association of the co-owner's proposed improvement or modification.

(g) As used herein, "person with disability" means that term as defined in Section 2 of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1502 of the Michigan Compiled Laws.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. A petition signed by the designated voters of four (4) units shall be legally sufficient to establish that the conduct being complained of is in violation of the foregoing sentence. No Co-owner shall do or permit anything to be done or keep or permit to be kept unit or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animal, including household, pets, shall be kept without the prior written consent of the Board of Directors which consent, if given, shall be revocable at any time by the Board. Any pets permitted to be kept in the condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the common elements and any animal shall at all times be attended by some responsible person while on the common elements. Any person who causes or permits an animal to be brought or kept on the condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the condominium property.

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

Section 7. 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 elements. Use of any recreational facilities in the condominium by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 8. Article VI, Section 8. No house trailers, commercial vehicles, vehicles with commercial plates, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefore by the Association. Co-owner(s) shall park their automobile(s) in their garage. If the number of automobiles owned by the Co-owner(s) exceeds the available garage space, the additional automobile shall be parked in the Co-owner's driveway, unless deemed unsafe or unusable by the Board of Directors. Any additional automobile may be parked in the common element parking spaces, but only after the Co-owner(s) receives written permission from the Board of Directors. Commercial vehicles shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall be defined in the same manner as defined in Section 21.14 of the City of Rochester Hills Zoning Ordinance, as may be amended, or as may be defined by the Board of Directors of the Association upon at least sixty (60) days written notice to the Co-owners. In the event there arises a shortage

of parking spaces, the Association may further allocate or assign parking spaces from time to time on an equitable basis. The Association may assign general common element parking spaces for the use of the Co-owners of a particular unit or units in an equitable manner in the event that there arises a shortage of parking spaces in the Condominium project. Violation of any parking restriction shall authorize the Board of Directors to assess fines pursuant to Article XI, Section (d) of these Bylaws.

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

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, including "For Sale" signs, without written permission from the Association.

Section 11. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association. All copies of such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.

Section 12. The Association or its duly authorized agents shall have access to each unit from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his unit during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. No Co-owner may dispose of or convey a unit or any interest therein by sale, land contract, mortgage, or otherwise, without written notice to the Association as follows:

(a) Ten (10) days prior to the closing date a Co-owner shall give written notice of such sale to the Association, and shall furnish the name and address of the purchaser and such other information as the Board of Directors of the Association shall require. The selling Co-owner shall provide the purchaser with the Condominium Documents. The giving of such notice shall constitute a warranty and a representation by such Co-owner to the Association and to any purchaser produced by the Association that the Co-owner believes the proposed sale to be bona fide in all respects. The selling Co-owner shall be responsible to the Association for any damages suffered by it in exercise of its rights hereunder. The Association may charge the Co-owner a reasonable fee, as determined from time to time by the Board of Directors, to defray the administrative costs incurred in making the necessary changes to the Association records.

(b) When a Co-owner is in arrears to the Association of Co-owners for assessments, the Board of Directors or its duly authorized agent may give written notice of the arrearage to a land contract purchaser or other person or entity having an interest in the Co-owner's unit under a land contract or other agreement granting or conveying an interest, and the purchaser, or other person or entity having such interest after receiving the notice, shall deduct from payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association of Co-owners. The deduction shall not constitute a breach of the contract with the Co-owner.

(c) This section shall not apply to a public or a private sale pursuant to foreclosure of a first mortgage on any unit, nor shall this section apply to a subsequent sale by the holder of a first mortgage who has acquired title to a unit by purchaser at a sale pursuant to foreclosure of the first mortgage held by it on such unit.

(d) Upon the closing of the sale, the purchasing Co-owner shall forthwith furnish to the Board of Directors or their duly authorized agent a copy of the executed Document(s) conveying title or an interest, or be subject to the administrative charges which shall be enforced and collected as assessments pursuant to Article II herein.

(e) Upon the sale or conveyance of a unit, all unpaid assessments against that unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

(i) Amounts due the State, or any subdivision thereof, or an municipality for taxes and special assessments due and unpaid on the unit.

(ii) Payments due under a first mortgage having priority thereto.

A purchaser or grantee is entitled to a written statement from the Association of Co-owners setting forth the amount of unpaid assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the unit conveyed or granted, subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee request in writing a written statement from the Association of Co-owners, at least five (5) days before the sale, the purchaser or grantee shall be liable for any unpaid assessments against the unit together with interest, costs and actual attorney's fees (not limited to statutory attorney's fees) incurred in the collection thereof.

(f) In all instances the Co-owner shall indemnify and hold the Association and its Board of Directors harmless as to any warranties (express or implied) as to the condition of the unit or the common elements (both general or limited) or the performance of the Association with regard to same.

Section 14. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements unless approved by the Association in writing.

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

Section 16. Each Co-owner shall maintain his unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to the telephone, water, gas plumbing, electrical or other utility conduits and systems and any other elements in any unit which are appurtenant to or which may affect any other unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to any of the common elements by him, or his family guest, agents, or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner(s) in the manner provided in Article II hereof.

## ARTICLE VII

### MORTGAGES

Section 1. Any Co-owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such unit, report any unpaid assessments due from the Co-owner of such unit. The Association shall, upon written request, give to the holder of any first mortgage covering any unit in the project written notification of any default in the performance of the obligations of the Co-owner of such unit that is not cured within 30 days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notwithstanding any other provision in the Condominium Documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holder of each first mortgage of a condominium unit of record:

(a) Each first mortgagee has the right to examine the books and records of the Condominium Owners Association and the condominium project.

(b) No condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(c) Any agreement for professional management of the condominium project shall provide that the management contract may be terminated for cause or ninety (90) days' written notice and the term of any such contract may not exceed three years.

(d) An adequate reserve fund for replacement of the common elements must be established and must be funded by regular monthly payments rather than by special assessments.

(e) The Association shall give notice in writing to the Federal Home Loan Mortgage Corporation (in care of its designated servicing agent) of any loss to, or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000.

(f) The Association shall not be entitled to use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

## ARTICLE VIII

### AMENDMENTS

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

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

Section 3. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of more than sixty (60%) percent of all Co-owners in number and in value.

Section 4. An amendment to these Bylaws (but not the Association Bylaws) shall become effective upon recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located. Without the prior written approval of all first mortgagees interested in the project, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article II, Section 7, Article V, Section 6(c), Article VI, Section 13(f), Article VII, Section 1 or Article VIII, Section 5.

Section 5. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption.

#### Section 6

(a) No change will be made in Article VI, Section 2, as it appears above, without the prior written approval of the Veterans Administration.

(b) No restriction under Article VI, nor any Bylaw appearing under any Article of these Bylaws will be adopted, by Amendment, or otherwise, which will make the title to any unit unacceptable to the Veterans Administration under the provisions of VA Regulation 36.4350(b). No change will be made in this Article VIII, Section 6(b), without prior written approval of the Veterans Administration.

### ARTICLE IX

#### COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Statute, the Statute shall govern.

### ARTICLE X

#### DEFINITIONS

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

### ARTICLE XI

#### REMEDIES FOR DEFAULT

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

(a) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) In the event of a default of the Condominium Documents by a Co-owner, lessee, tenant, non-co-owner occupant or resident and/or guest, the Association shall be entitled to recover from the Co-owner, lessee, tenant, non-co-owner occupant or resident and/or guest the pre-litigation costs and attorneys' fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, lessee, tenant, non-co-owner occupant or resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, (not limited to statutory fees) but in no event shall any Co-owner be entitled to recover such attorneys' fees. The Association, if successful, shall also be entitled to recoup the costs and attorneys' fees incurred in defending any claim, counter-claim or other matter from the Co-owner, lessee, tenant non-co-owner occupant or resident and/or guest, asserting the claim, counter-claim or other matter against the Association.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the



Board of Directors of the Association. Thereafter, fines may be assessed only upon reasonable notice to the offending Co-owners and an opportunity for such Co-owner to appear before the Board and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed ten (\$10.00) Dollars for the second violation of the same restriction, twenty-five (\$25.00) Dollars for the third violation of the same restriction, or fifty (\$50.00) Dollars for any subsequent violation of the same restriction. The Board of Directors shall have the authority to increase such fines, at its option.

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

## ARTICLE XII

### SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

## **KING'S COVE**

### **AMENDED AND RESTATED ASSOCIATION BYLAWS**

#### **ARTICLE I**

##### **ADOPTION OF CONDOMINIUM BYLAWS**

The Amended and Restated Bylaws of King's Cove (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber 36826, Pages 390 through 413, Oakland County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this Corporation.

#### **ARTICLE II**

##### **MEETINGS**

Section 1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the law of the State of Michigan.

Section 2. The annual meetings of members of the Association shall be held at such date, time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them.

Section 3. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner of record, at least seven (7) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) of the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 5. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

#### **ARTICLE III**

##### **BOARD OF DIRECTORS**

Section 1. The affairs of the Association shall be governed by a Board of Directors all of whom must be members in good standing of the Association. Directors shall serve without compensation.

Section 2. The Board of Directors shall be composed of 7 persons. Commencing with the first election of Directors after the effective date of this amended section, the term of office of the 3 Directors receiving the highest number of votes shall be 2 years, and the other Directors shall serve a term of 2 years. All Directors shall hold office until their Successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 4. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 5. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of all the Co-owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 8. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.

Section 9. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meetings as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 11. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

#### ARTICLE IV

##### OFFICERS

Section 1. The principle officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. The President shall be the chief executive officer of the Association, he shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

#### ARTICLE V

##### SEAL

Section 1. The corporation may have a seal which shall have inscribed thereon the name of the corporation, the words "Corporate Seal", and "Michigan".

## ARTICLE VI

### FINANCE

Section 1. The finances of the corporation shall be handled in accordance with the Condominium Bylaws.

Section 2. The fiscal year of the corporation shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. The funds of the corporation shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

## ARTICLE VII

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Every Director and every Officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in conjunction with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the corporation, whether or not he is a Director or Officer adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

## ARTICLE VIII

### AMENDMENTS

Section 1. These Bylaws (but not the Condominium Bylaws) may be amended by the Association at a duly constituted meeting for such purpose, by an affirmative vote of a simple majority of the co-owners present in person, by proxy or written vote as such vote is defined in Article I, Section 2(l) of the Condominium Bylaws.

Section 2. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them.

Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II of these Bylaws.

Section 4. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 of this Article VIII without approval by the State of Michigan and without recording in the office of the Register of Deeds.

Section 5. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption.

## ARTICLE IX

### COMPLIANCE

Section 1. These Bylaws are set forth to comply with the requirements of Act no. 327 of the Public Acts of Michigan of 1931, as amended, Act No. 559 of the Public Acts of Michigan of 1978, as amended, and with the duly recorded Master Deed of the Condominium and Exhibits A and B attached thereto. In case any of these Bylaws conflict with the provisions of said statute or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statute and said Master Deed shall be controlling.

# AMENDMENT TO OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148 EXHIBIT B TO THE MASTER DEED OF KING'S COVE AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER:  
HOMAC INCORPORATED  
800 MICHIGAN BUILDING  
DETROIT, MICHIGAN 48226

ENGINEER:  
BASNEY & SMITH, INC.  
33177 SCHOOLCRAFT RD.  
LIVONIA, MICHIGAN 48150

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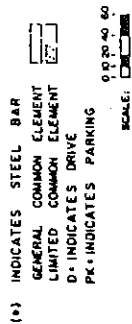
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TITLE PAGE

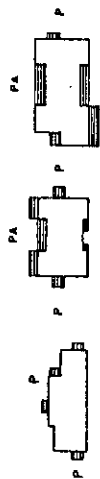
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66	3523.52	3314.45	
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68	3531.59	3461.70	
69	3537.66	3516.80	
70	3547.56	3582.61	
71	3555.99	3648.04	
72	3563.99	3690.92	
73	3572.63	3759.54	
74	3574.72	3825.58	
75	3582.73	3906.60	
76	3594.69	3941.02	
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78	3643.59	3275.37	
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85	3191.21	3293.31	



TYPICAL LOCATION  
PORCHES & PATIOS



P = INDICATES PORCH  
PA = INDICATES PATIO  
B = INDICATES BUILDING



KING'S COVE

SITE PLAN - PARCEL 3

PROPOSED

DATE 11/11/11

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KL	2.24.64
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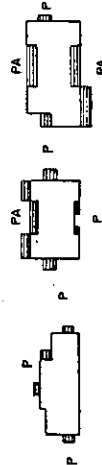
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GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
(-) INDICATES STEEL BAR  
D INDICATES DRIVE  
PK INDICATES PARKING  
B INDICATES BUILDING

TYPICAL LOCATION OF PORCHES & PATIOS



P INDICATES PORCH  
PA INDICATES PATIO

KING'S COVE

SITE PLAN



BASSETT & SMITH, INC.	
DATE	11-12-1964
PROJECT	11-12-1964
SCALE	1" = 50'
SHEET	3F

Corporation & Securities Bureau  
6546 Mercantile Way  
Lansing, Michigan 48909

P.O. Box 30054  
Corporation Division  
General Information  
(517) 373-0493  
Record Information  
(517) 373-0496  
Annual Report  
(517) 373-0468  
Certification & Copies  
(517) 373-2901

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

KEITH MOLIN, Director

O R D E R

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

In re: Application of Barnes Mortgage Investment Trust, 100 Federal Street, Boston, MA 02110, Developer, for a Certificate of Approval of Amended Master Deed for KING'S COVE CONDOMINIUM--TWELFTH AMENDMENT, King's Cove Drive, Avon Twp., Oakland County, Michigan. (Our File #72-169.)

1. Application having been duly made and examined,
2. A Certificate of Approval of Amended Master Deed for the above condominium is hereby given to the developer, pursuant to 1978 P.A. 59:
  - a) That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
  - b) That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation & Securities Bureau, prior to the issuance of a Permit To Sell.
  - c) That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
  - d) When construction has been completed, the developer shall amend the Master Deed by filing "as-built" plans.
  - e) That pursuant to Section 21(3) of the Condominium Act, all projects which were approved under the Horizontal Real Property Act, 1963 P.A. 229, as amended, shall comply with Sections 21(4) and (5) of the Condominium Act.
3. This Certificate of Approval of Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE  
Keith Molin, Director

By E C Mackey  
E. C. Mackey, Director  
Corporation & Securities Bureau

Dated: December 19, 1978  
Lansing, Michigan





Corporation & Securities Bureau  
6346 Mercantile Way  
Lansing, Michigan 48909

P.O. Box 30054  
Corporation Division  
General Information  
(517) 373-0493  
Record Information  
(517) 373-0496  
Annual Report  
(517) 373-0488  
Certification & Copies  
(517) 373-2901

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

KEITH MOLIN, Director

ORDER  
CONDITIONAL PERMIT TO SELL

P.O. Box 30222  
Enforcement Division  
(517) 374-9426  
Examination Division  
(517) 373-0485  
Condominiums  
(517) 373-8026  
Mobile Homes  
(517) 374-9586

In re: Application of Barnes Mortgage Investment Trust, 350 First National Building, Detroit, MI 48226, Developer, for a Conditional Permit To Sell for KING'S COVE CONDOMINIUM--TWELFTH AMENDMENT, King's Cove Drive, Avon Township, Oakland County, Michigan. (Our File #72-169.)

1. Application having been duly made and examined, and
2. A Certificate of Approval of Amended Master Deed having been entered on December 19, 1978 and recorded on December 21, 1978, in Liber 7401, page 709; and in the Amended Master Deed, having been recorded on December 21, 1978, in Liber 7401, pages 712 through 745, in the Oakland County Register of Deeds.
3. Therefore, a Conditional Permit To Sell units is hereby granted to the developer, pursuant to 1978 P.A. 59, subject to the following conditions:
  - a) That each purchaser of a unit be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8½ x 14 inches, including the by-laws and plans which are a part thereof, the association by-laws and a disclosure statement beginning October 1, 1978.
  - b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of units within 5 days after use.
  - c) That no unit be conveyed until an occupancy permit has been received.
  - d) That until conveyance of title or at such other time designated by the Bureau, all deposits shall be placed and remain in the escrow account.
  - e) That "as-built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
  - f) That notice of a change in mortgagee be submitted to the Corporation & Securities Bureau.
  - g) That the developer or its successor submit to the Bureau, an affidavit indicating the date upon which the last unit in the project is sold.
  - h) That notice of a successor developer or a successor mortgagee which acquires title to the project, or a portion of the project, be submitted to the Bureau.
  - i) That a developer of an expandable or convertible project, or its successor, which intends to avail itself of Section 88(2) of the Act, provide notice to the Bureau of the date the expansion or conversion is begun and the estimated date of completion.

Dated: December 22, 1978  
Lansing, Michigan



MICHIGAN DEPARTMENT OF COMMERCE  
Keith Molin, Director

By

*E C Mackey*  
E. C. Mackey, Director  
Corporation & Securities Bureau

LIBER 20218P217

238153

LIBER 20218 PAGE 217  
\$2.00 RISE RECORDING  
\$2.00 REMUNERATION  
07/02/1999 01:39:01 P.M. RECEIPT# 45616  
PAID RECORDED - OAKLAND COUNTY  
G. WILLIAM CARROLL, CLERK/REGISTER OF DEEDS

**SIXTEENTH AMENDMENT TO MASTER DEED OF**

**KING'S COVE**

City of Rochester Hills, Oakland County, Michigan

King's Cove Association, a Michigan non-profit corporation, whose address is 1131 Brook Side Court, Rochester Hills, Michigan 48306, being the Association responsible for the management, maintenance, operation and administration of the affairs of King's Cove Condominium, a Condominium Project pursuant to the Master Deed thereof recorded on September 4, 1973, in Liber 6161, pages 281 through 330, Oakland County Records, and as subsequently amended, and known as Oakland County Condominium Subdivision Plan No. 148, amends the restated Condominium Bylaws, being Exhibit A to the Master Deed of King's Cove, as amended and recorded, pursuant to Article VIII of said Bylaws, in the following manner:

The following Article VI, Section 8. of the Condominium Bylaws, replaces and supersedes the original and restated Article VI, Section 8. as originally recorded and thereafter amended and restated, which originally recorded, amended and restated Article VI, Section 8. of the Condominium Bylaws shall be of no further force and effect:

Article VI, Section 8. No house trailers, commercial vehicles, vehicles with commercial plates, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefore by the Association. Co-owner(s) shall park their automobile(s) in their garage. If the number of automobiles owned by the Co-owner(s) exceeds the available garage space, the additional automobile shall be parked in the Co-owner's driveway, unless deemed unsafe or unusable by the Board of Directors. Any additional automobile may be parked in the common element parking spaces, but only after the Co-owner(s) receives written permission from the Board of Directors. Commercial vehicles shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall be defined in the same manner as defined in Section 21.14 of the City of Rochester Hills Zoning Ordinance, as may be amended, or as may be defined by the Board of Directors of the Association upon at least sixty (60) days written notice to the Co-owners. In the event there arises a shortage of parking spaces, the Association may further allocate or assign parking spaces from time to time on an equitable basis. The Association may assign general common element parking spaces for the use of the Co-owners of a particular apartment or apartments in an equitable manner in the event that there arises a shortage of parking spaces in the Condominium project. Violation of any parking restriction shall authorize the Board of Directors to assess fines pursuant to Article XI, Section (d) of these Bylaws.

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The above amendment to the Condominium Bylaws, being Exhibit A to the Master Deed, was approved by the requisite vote of the co-owners. In all other respects, other than as herein amended, the original Condominium Bylaws as restated and previously amended, being Exhibit A to the Master Deed of King's Cove, are hereby ratified, confirmed and re-declared.

O.K. - RC

15-03-301-000 ENT

O.K. - ML

KING'S COVE ASSOCIATION, a Michigan non-profit corporation

*James A. Greer*  
James A. Greer

By:

Richard F. Stinson

ITS; PRESIDENT

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF ~~OAKLAND~~ )  
 Macomb

The foregoing Sixteenth Amendment to the Master Deed of King's Cove Association was acknowledged before me this 10 day of April, 1999, by Richard F. Stinson, President of King's Cove Association, on behalf of the Association.

Carl Gustav Lundberg

Notary Public, ~~Goodland County, MI~~

My commission expires:

CAROL ANNE COOPER  
Notary Public, Macomb County, MI  
My Commission Expires 07/16/2012

**DRAFTED BY/RETURN TO:**  
Wegner and Associates, P.C.  
21308 Mack Avenue  
Grosse Pointe Woods, MI 48236  
(313) 884-7230

Shane F. Diehl

COPY

238152

LIBER 20218 PAGE 203  
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 \$2.00 REMONUMENTATION  
 07/02/1999 01:38:50 P.M. RECEIPT# 49516  
 PAID RECORDED - OAKLAND COUNTY  
 G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

# FIFTEENTH AMENDMENT TO MASTER DEED OF

## KING'S COVE

City of Rochester Hills, Oakland County, Michigan

King's Cove Association, a Michigan non-profit corporation, whose address is 1131 Brook Side Court, Rochester Hills, Michigan 48306, being the Association responsible for the management, maintenance, operation and administration of the affairs of King's Cove Condominium, a Condominium Project pursuant to the Master Deed thereof recorded on September 4, 1973, in Liber 6161, pages 281 through 330, Oakland County Records, and as subsequently amended, and known as Oakland County Condominium Subdivision Plan No. 148, amends the Master Deed of King's Cove, as well as Exhibit B thereof, in the following manner:

1. Due to errors in the percentages of value set forth in the Master Deed, as originally recorded and as subsequently amended, the percentages of value assigned to the following units in Article V, Paragraph C of the Master Deed are changed as follows:

<u>Apartment No.</u>	<u>Percentage Of Value Assigned</u>
352	.00274
354	.00274

2. Due to errors in the footprints and building specification plans assigned to Building 80 set forth in the Subdivision Plan as originally recorded and as subsequently amended, being Exhibit B to the Master Deed of King's Cove, the Oakland County Condominium Subdivision Plan No. 148, is amended as follows:

a) The Sheet designated as 3D, being the Site Plan - Parcel 3 is hereby amended and replaced by Sheet 3D(A) to properly reflect the correct foundation footprint of Building 80.

(b) The Sheet designated as 4D, being the Utility Plan - Parcel 3 is hereby amended and replaced by Sheet 4D(A) to properly reflect the correct foundation footprint of Building 80.

(c) The listing of Building 80 on Sheets 15, 16, and 17, being the lower level, first floor and second floor typical floor plans of certain buildings in the condominium complex is hereby deleted as said plans do not correctly reflect the design, square footage and cubic footage of Building 80.

(d) Building 80 is hereby added to the listing on Sheets 33, 34, 40, 41, and 42, being the cross section, longitudinal section and lower level (basement), first floor and second floor typical floor plan which properly reflect the design, square footage, cubic footage, and limits of ownership of Building 80.

3. The most recently amended Index (Sheet 1) on the Title Page of Oakland County Condominium Subdivision Plan No. 148 (Exhibit B to the Master Deed of King's Cove), dated April 21, 1994 and recorded in Liber 14705, Page 524, Oakland County Records, is hereby amended and replaced by a new Sheet 1(A), which properly reflects the addition of Building 80 to Sheets 40, 41, and 42.

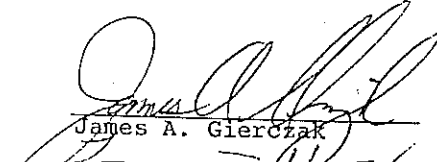
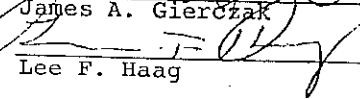
15-03-327-064 - Unit 352

- 067 - Unit 354

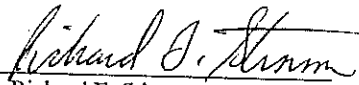
15-03-301-000 FNT

The above amendment to the Master Deed and Exhibits thereto were approved by the requisite consent of the affected co-owners and mortgagees where applicable. In all other respects, other than as herein amended, the original Master Deed of King's Cove, as heretofore amended, including the Bylaws and Condominium Subdivision Plan, being Exhibits A and B, are hereby ratified, confirmed and re-declared.

WITNESSETH:

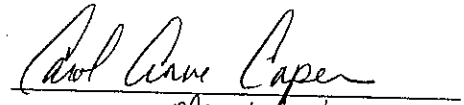
  
James A. Gierczak  
  
Lee F. Haag

KING'S COVE ASSOCIATION, a  
Michigan non-profit corporation

By:   
Richard F. Stinson  
ITS: PRESIDENT

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF ~~OAKLAND~~  
Macomb

The foregoing Fifteen Amendment to the Master Deed of King's Cove Association was acknowledged before me this 26 day of April, 1999, by Richard F. Stinson, President of King's Cove Association, on behalf of the Association.

  
Macomb County  
Notary Public, ~~Oakland County~~, MI  
My commission expires:

CAROL ANNE COOPER  
Notary Public, Macomb County, MI  
My Commission Expires 07/16/2002

DRAFTED BY/RETURN TO:  
Wegner and Associates, P.C.  
21308 Mack Avenue  
Grosse Pointe Woods, MI 48236  
(313) 884-7230

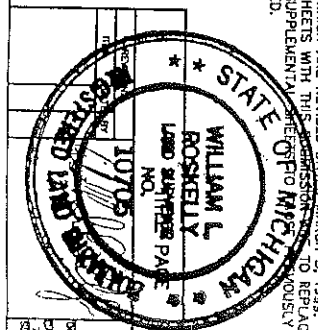
Shane F. Diehl

## CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

<b><u>ASSOCIATION</u></b> KING'S COVE ASSOCIATION 1131 BROOK SIDE COURT ROCHESTER HILLS, MICHIGAN 48306	<b><u>ENGINEER</u></b> BASNEY & SMITH, INC. 3317 SCHOOLCRAFT RD. LIVONIA, MICHIGAN 48150
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INDEX	TITLE PAGE	TITLE PAGE
*1	TITLE PAGE	TITLE PAGE
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*19	TITLE PAGE III (PROPERTY DESCRIPTION)	TITLE PAGE III (PROPERTY DESCRIPTION)
10	TITLE PAGE IV (INGRESS-EGRESS)	TITLE PAGE IV (INGRESS-EGRESS)
1C	TITLE PAGE V (NOT USED)	TITLE PAGE V (NOT USED)
1D	TITLE PAGE VI (NOT USED)	TITLE PAGE VI (NOT USED)
2	SURVEY PLAN, PARCEL 1	SURVEY PLAN, PARCEL 1
2A	SURVEY PLAN, PARCEL 1, CONTINUED	SURVEY PLAN, PARCEL 1, CONTINUED
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2C	SURVEY PLAN, PARCEL 2	SURVEY PLAN, PARCEL 2
2D	SURVEY PLAN, PARCEL 3	SURVEY PLAN, PARCEL 3
2E	COMPOSITE PLAN	COMPOSITE PLAN
2F	SURVEY PLAN, PARCEL 3, CONTINUED	SURVEY PLAN, PARCEL 3, CONTINUED
2G	SURVEY PLAN, PARCEL 2	SURVEY PLAN, PARCEL 2
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3A	SITE PLAN, PARCEL 1, CONTINUED	SITE PLAN, PARCEL 1, CONTINUED
3B	SITE PLAN, PARCEL 1, CONTINUED	SITE PLAN, PARCEL 1, CONTINUED
3C	SITE PLAN, PARCEL 2	SITE PLAN, PARCEL 2
*3D(A)	SITE PLAN, PARCEL 3	SITE PLAN, PARCEL 3
3E	SITE PLAN, PARCEL 3, CONTINUED	SITE PLAN, PARCEL 3, CONTINUED
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4C	UTILITY PLAN, PARCEL 2	UTILITY PLAN, PARCEL 2
4D(A)	UTILITY PLAN, PARCEL 3	UTILITY PLAN, PARCEL 3
4E	UTILITY PLAN, PARCEL 3, CONTINUED	UTILITY PLAN, PARCEL 3, CONTINUED
4F	UTILITY PLAN, PARCEL 2	UTILITY PLAN, PARCEL 2
5	LOWER LEVEL PLAN, BLDGS. 9,13,28,30,38,39,40,	LOWER LEVEL PLAN, BLDGS. 9,13,28,30,38,39,40,
5A	FIRST FLOOR PLAN, BLDGS. 9,13,28,30,38,39,40	FIRST FLOOR PLAN, BLDGS. 9,13,28,30,38,39,40
5B	SECOND FLOOR PLAN, BLDGS. 9,13,28,30,38,39,40	SECOND FLOOR PLAN, BLDGS. 9,13,28,30,38,39,40
5C	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5D	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5E	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
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5I	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5J	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5K	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5L	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5M	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5N	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5O	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5P	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5Q	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5R	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5S	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5T	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
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5V	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5W	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5X	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5Y	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
5Z	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40	CROSS SECTIONS OF BLDGS. 9,13,28,30,38,39,40
6	LOWER LEVEL PLAN, BLDGS. 14, 49	LOWER LEVEL PLAN, BLDGS. 14, 49
6A	FIRST FLOOR PLAN, BLDGS. 14, 49	FIRST FLOOR PLAN, BLDGS. 14, 49
6B	SECOND FLOOR PLAN, BLDGS. 14, 49	SECOND FLOOR PLAN, BLDGS. 14, 49
6C	CROSS SECTIONS OF BLDGS. 14, 49	CROSS SECTIONS OF BLDGS. 14, 49
6D	CROSS SECTIONS OF BLDGS. 14, 49	CROSS SECTIONS OF BLDGS. 14, 49
6E	CROSS SECTIONS OF BLDGS. 14, 49	CROSS SECTIONS OF BLDGS. 14, 49
6F	CROSS SECTIONS OF BLDGS. 14, 49	CROSS SECTIONS OF BLDGS. 14, 49
6G	CROSS SECTIONS OF BLDGS. 14, 49	CROSS SECTIONS OF BLDGS. 14, 49
6H	CROSS SECTIONS OF BLDGS. 14, 49	CROSS SECTIONS OF BLDGS. 14, 49
6I	CROSS SECTIONS OF BLDGS. 14, 49	CROSS SECTIONS OF BLDGS. 14, 49
6J	CROSS SECTIONS OF BLDGS. 14, 49	CROSS SECTIONS OF BLDGS. 14, 49

NOTE: KING'S COVE IS A MULTI-PHASE CONDOMINIUM PROJECT. THE ASTERISK (\*) INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED DATED MARCH 3, 1992. THESE SHEETS WITH THIS PERMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS. NOT TO BE REPRODUCED OR RECORDED.



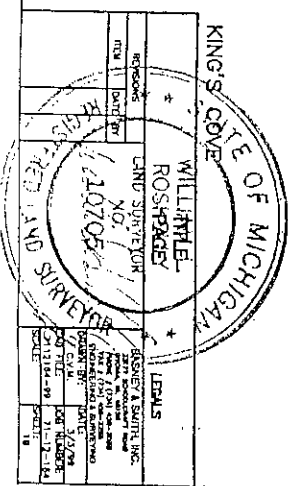
BASNES & SMITH, INC.	
14177 BOGGS RD. #100	
UNION, MI. 48157	
PHONE (313) 484-3000	
FAX (313) 484-3700	
CITY/STATE/ZIP: 48157	
ORDER BY:	DATE:
C.Y.M.	5/3/99
CO. FILE	CO. NUMBER
7112104-99	71-12-104
SCALE:	SHEETS
	1

PART DESCRIPTION PARCEL #

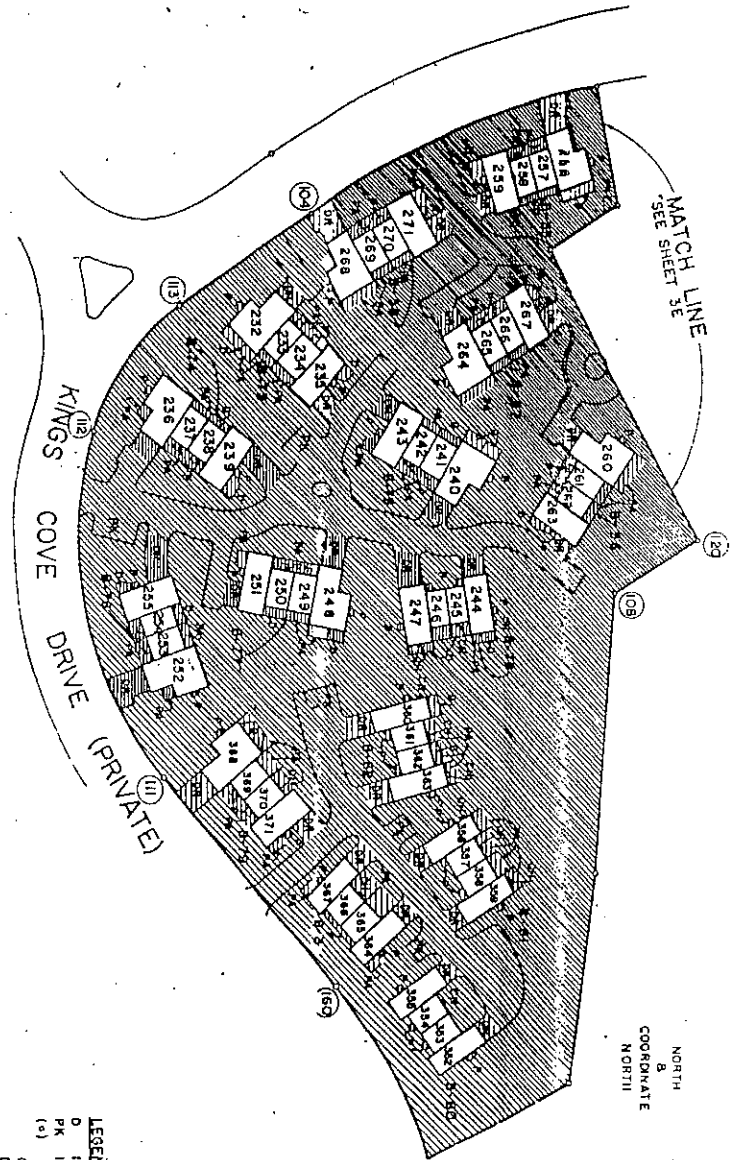
ALONG THE S.W. ¼ OF SECTION 3, T.3 N., R.11 E., AVON TOWNSHIP, DALLAM COUNTY, TEXAS, DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST 630.00 FEET FROM THE SOUTH-Y CORNER OF SECTION 3, T.3 N., R.11 E. AND PROCEEDING THENCE NORTH 25 DEGREES 04 MINUTES 02 SECONDS WEST 244.00 FEET; THENCE SOUTH 87 DEGREES 36 MINUTES 10 SECONDS EAST 760.00 FEET; THENCE SOUTH 13 DEGREES 21 MINUTES 07 SECONDS EAST 26.00 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIIUS 265.00 FEET, AN ARC DISTANCE OF 615.51 FEET, CENTRAL ANGLE 133 DEGREES 04 MINUTES 42 SECONDS, CHORD BEARING SOUTH 15 DEGREES 32 MINUTES 00 SECONDS WEST A DISTANCE OF 486.19 FEET; THENCE SOUTH 51 DEGREES 00 MINUTES 00 SECONDS EAST 410.00 FEET, AN ARC DISTANCE OF 312.00 FEET, CENTRAL ANGLE 41.00 DEGREES 00 MINUTES 00 SECONDS, CHORD BEARING SOUTH 28 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 313.80 FEET; THENCE SOUTH 06 DEGREES 00 MINUTES 00 SECONDS EAST 155.00 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIIUS 45.00 FEET, AN ARC DISTANCE OF 431.97 FEET, CENTRAL ANGLE 55 DEGREES 30 MINUTES 00 SECONDS, CHORD BEARING SOUTH 53 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 415.57 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIIUS 200.00 FEET, AN ARC DISTANCE OF 518.74 FEET, CENTRAL ANGLE 105 DEGREES 40 MINUTES 00 SECONDS, CHORD BEARING SOUTH 35 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 174.30 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIIUS 372.32 FEET, AN ARC DISTANCE OF 381.24 FEET, CENTRAL ANGLE 58 DEGREES 40 MINUTES 00 SECONDS, CHORD BEARING SOUTH 38 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 364.80 FEET; THENCE SOUTH 68 DEGREES 00 MINUTES 00 SECONDS EAST 224.16 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIIUS 200.00 FEET, AN ARC DISTANCE OF 518.74 FEET, CENTRAL ANGLE 105 DEGREES 40 MINUTES 00 SECONDS, CHORD BEARING SOUTH 35 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 174.30 FEET; THENCE SOUTH 32 DEGREES 50 MINUTES 12 SECONDS WEST 113.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIIUS 413.00 FEET, AN ARC DISTANCE OF 403.60 FEET, CENTRAL ANGLE 53 DEGREES 46 MINUTES 41 SECONDS, CHORD 388.95 FEET; CHORD BEARING SOUTH 26 DEGREES 54 MINUTES 30 SECONDS WEST; THENCE SOUTH 55 DEGREES 47 MINUTES 35 SECONDS WEST 20.00 FEET; THENCE NORTH 01 DEGREES 36 MINUTES 16 SECONDS EAST 20.00 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST 15.00 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIIUS 15.00 FEET, CENTRAL ANGLE 90 DEGREES 23 MINUTES 25 SECONDS WEST 370.00 FEET; THENCE NORTH 33 DEGREES 41 MINUTES 08 SECONDS WEST 100.05 FEET; THENCE SOUTH 55 DEGREES 03 MINUTES 03 SECONDS WEST 75.00 FEET TO THE POINT OF BEGINNING, CONTAINING 480.40 SQUARE FEET, EXCEPT ANY PART THEREIN, USED OR DECIDED FOR ROAD PURPOSES, SUBJECT TO EXEMPTION OF RECORD.

PART DESCRIPTION PARCEL 2  
LEGAL OF THE S.W. ¼ OF SECTION 3, T.3 N., R.11 E., ANCON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST 923.34 FEET, AND NORTH 26 DEGREES 04 MINUTES 02 SECONDS WEST 923.34 FEET, AND NORTH 26 DEGREES 04 MINUTES 02 SECONDS WEST 760.00 FEET, AND SOUTH 58 DEGREES 28 MINUTES 10 SECONDS EAST 760.00 FEET, AND SOUTH 58 DEGREES 28 MINUTES 02 SECONDS EAST 75.00 FEET, AND SOUTH 54 DEGREES 03 MINUTES 19 SECONDS EAST 36.72 FEET FROM THE SOUTH X CORNER OF SECTION 3, T.3 N., R.11 E., AND PROCEEDING THENCE SOUTH 54 DEGREES 03 MINUTES 19 SECONDS EAST 19.28 FEET; THENCE SOUTH 20 DEGREES 03 MINUTES 27 SECONDS EAST 194.33 FEET; THENCE SOUTH 14 DEGREES 24 MINUTES 54 SECONDS WEST 49.00 FEET; THENCE SOUTH 30 DEGREES 09 MINUTES 01 SECONDS EAST 54.08 FEET; THENCE SOUTH 78 DEGREES 33 MINUTES 52 SECONDS EAST 270.85 FEET; THENCE SOUTH 11 DEGREES 29 MINUTES 00 SECONDS WEST 182.76 FEET; THENCE SOUTH 45 DEGREES 15 MINUTES 07 SECONDS EAST 123.30 FEET; THENCE SOUTH 36 DEGREES 00 MINUTES 00 SECONDS WEST 80.00 FEET; THENCE SOUTH 13 DEGREES 19 SECONDS WEST 180.00 FEET; THENCE SOUTH 13 DEGREES 19 SECONDS WEST 48 MINUTES 45 SECONDS EAST 171.80 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES 00 SECONDS EAST 105.00 FEET; THENCE SOUTH 29 DEGREES 00 MINUTES 00 SECONDS WEST 65.98 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIIUS 100.83 FEET, AN ARC DISTANCE OF 158.38 FEET, CENTRAL ANGLE 90 DEGREES 00 MINUTES 00 SECONDS, CHORD 124.60 FEET, CHORD BEARING SOUTH 74 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE ALONG A CURVE TO THE RIGHT, RADIIUS 390.00 FEET, AN ARC DISTANCE OF 374.37 FEET, CENTRAL ANGLE 55 DEGREES 00 MINUTES 00 SECONDS, CHORD 360.16 FEET, CHORD BEARING NORTH 13 DEGREES 30 MINUTES 00 SECONDS WEST; THENCE NORTH 06 DEGREES 30 MINUTES 00 SECONDS WEST 100.00 FEET, AND ALONG A CURVE TO THE LEFT, RADIIUS 470.00 FEET, AN ARC DISTANCE OF 369.14 FEET, CENTRAL ANGLE 43 DEGREES 00 MINUTES 00 SECONDS, CHORD 359.72 FEET, CHORD BEARING NORTH 28 DEGREES 30 MINUTES 00 SECONDS WEST; THENCE NORTH 51 DEGREES 00 MINUTES 00 SECONDS WEST 92.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIIUS 205.00 FEET, AN ARC DISTANCE OF 506.22 FEET, CENTRAL ANGLE 141 DEGREES 29 MINUTES 08 SECONDS, CHORD 387.06 FEET, CHORD BEARING NORTH 19 DEGREES 44 MINUTES 33 SECONDS EAST TO THE POINT OF BEGINNING, CONTAINING 372,315.00 SQUARE FEET. SUBJECT TO ENCUMBRANCES OF RECORD.

LEGAL DESCRIPTION PARCEL 3  
PART OF THE S.W. 1/4 OF SECTION 3, T.3 N., R.11 E., AVOH  
TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING  
AT A POINT DISTANT NORTH 88 DEGREES 00 MINUTES 00 SECONDS  
WEST 452.00 FEET AND NORTH 02 DEGREES 01 MINUTES 12  
SECONDS EAST 773.50 FEET AND NORTH 40 DEGREES 22 MINUTES  
20 SECONDS EAST 108.33 FEET AND NORTH 09 DEGREES 13  
MINUTES 10 SECONDS WEST 42.22 FEET AND NORTH 40 DEGREES  
46 MINUTES 44 SECONDS WEST 90.90 FEET AND NORTH 03 DEGREES  
46 MINUTES 24 MINUTES 26 SECONDS WEST 41.22 FEET AND NORTH  
DEGREES 13 MINUTES 55 SECONDS WEST 71.11 FEET AND NORTH  
46 DEGREES 13 MINUTES 45 SECONDS WEST 34.75 FEET AND NORTH  
NORTH 18 DEGREES 45 SECONDS 00 MINUTES 00 SECONDS WEST 12.50  
FEET FROM THE SOUTH 1/4 CORNER OF SECTION 01 T.1 N., R.11 E.,  
AND PROCEEDING THENCE SOUTH 78 DEGREES 01 MINUTES 11  
SECONDS WEST 260.00 FEET; THENCE SOUTH 36 DEGREES 26  
MINUTES 42 SECONDS WEST 192.40 FEET; THENCE ALONG A  
CURVE TO THE RIGHT RADIUS 312.32 FEET 17 ANGUS DISTANCE OF  
285.05 FEET, CENTRAL ANGLE 55 DEGREES 17 MINUTES 33  
SECONDS, CHORD BEARING NORTH 35 DEGREES 28 MINUTES 47  
SECOND WEST, CHORD DISTANCE 275.28 FEET; THENCE ALONG A  
CURVE TO THE RIGHT, RADIUS 200.00 FEET, AN ARC DISTANCE OF  
133.81 FEET, CENTRAL ANGLE 38 DEGREES 20 MINUTES 00  
SECONDS, CHORD BEARING NORTH 09 DEGREES 50 MINUTES 00  
SECONDS EAST, CHORD DISTANCE 133.13 FEET; THENCE NORTH 29  
DEGREES 00 MINUTES 00 SECONDS EAST 141.50 FEET; THENCE  
ALONG A CURVE TO THE RIGHT, RADIUS 670.00 FEET, AN ARC  
DISTANCE OF 155.10 FEET, CENTRAL ANGLE 141.50 DEGREES 45  
MINUTES 00 SECONDS EAST, CHORD DISTANCE 336.68 FEET; THENCE  
NORTH 00 SECONDS EAST, CHORD DISTANCE 336.68 FEET; THENCE  
ALONG A CURVE TO THE LEFT, RADIUS 290.00 FEET, AN  
ARC DISTANCE OF 128.55 FEET, CENTRAL ANGLE 26 DEGREES 23  
MINUTES 38 SECONDS, CHORD BEARING NORTH 63 DEGREES 41  
MINUTES 13 SECONDS EAST, CHORD DISTANCE 127.48 FEET;  
THENCE SOUTH 48 DEGREES 57 MINUTES 27 SECONDS EAST 69.24  
FEET; THENCE SOUTH 31 DEGREES 27 MINUTES 25 SECONDS EAST  
78.86 FEET; THENCE SOUTH 33 DEGREES 07 MINUTES 40  
MINUTES WEST 88.11 FEET; THENCE SOUTH 11 DEGREES 39  
MINUTES 46 SECONDS WEST 89.44 FEET; THENCE SOUTH 32  
DEGREES 00 MINUTES 00 SECONDS WEST 322.50 FEET TO THE  
POINT OF BEGINNING, CONTAINING 321,224.60 SQUARE FEET,  
SUBJECT TO EASEMENTS OF RECORD.

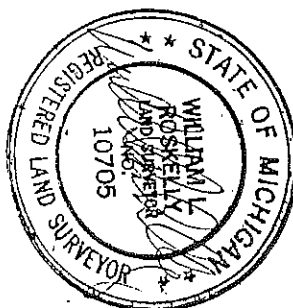


PT	NORTH	EAST
01	3689.75	2916.64
02	3623.92	3314.48
03	3312.44	2968.37
04	3426.53	2823.61
05	3563.90	2848.04
06	3600.24	3362.14



KINGS COVE

- LEGEND
- D INDICATES DECK
  - PK INDICATES PARKING
  - (S) INDICATES STEEL BAR
  - GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - CH CHIMNEY
  - P PORCH
  - PT PATIO
  - DR DRIVE



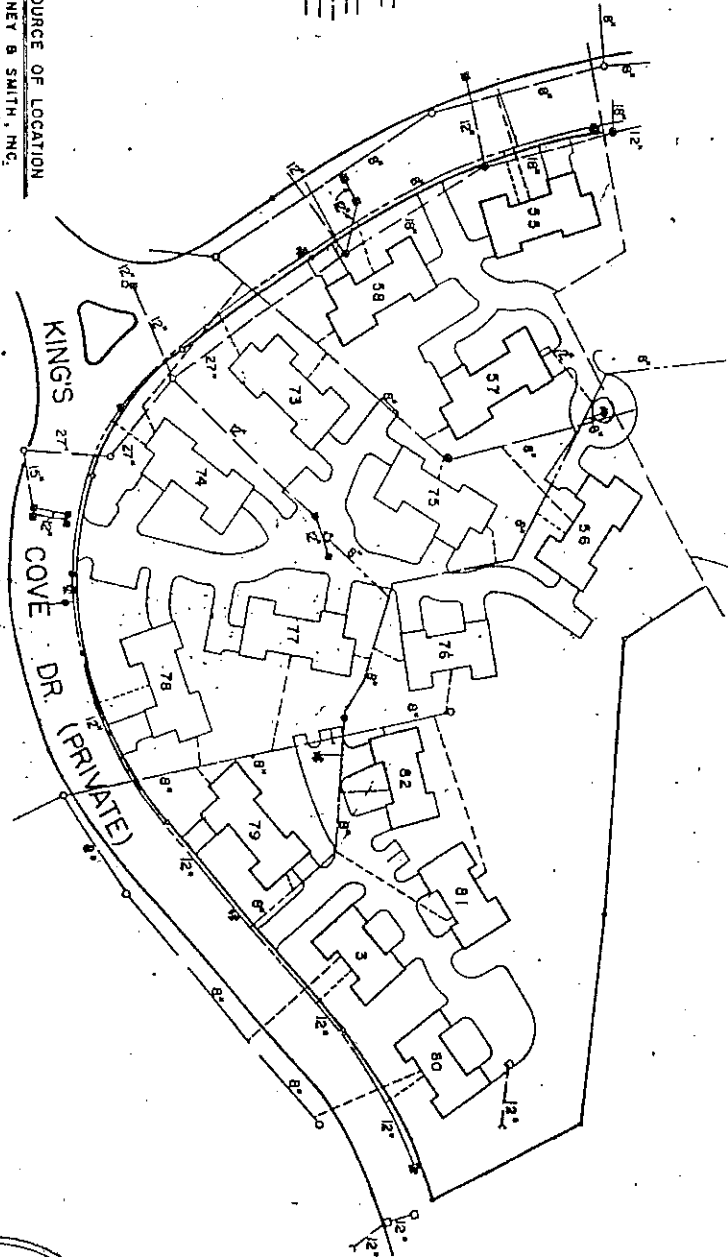
SITE PLAN- PARCEL 3

<p>THIS PLAN IS THE PROPERTY OF WILLIAM L. ROSKELLY, LAND SURVEYOR, AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN CONSENT. ANY VIOLATION OF THIS NOTICE SHALL BE CAUSE FOR A CIVIL ACTION AND THE PAYMENT OF ATTORNEY'S FEES AND COSTS.</p>	
<p>DATE OF SURVEY: 1/13/93</p>	
<p>SCALE: 1" = 50'</p>	

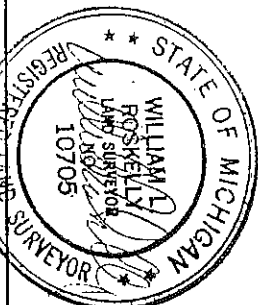


MANHOLE  
CATCH BASIN  
WATER GATE  
HYDRANT  
WATER STOP  
UTILITY POLE  
INLET  
TRANSFORMER  
WATER MAIN  
SEWER  
SANITARY SEWER  
STORM SEWER  
GAS MAIN  
GAS SERVICE  
UNDERGROUND CABLE-DE  
MBT

PIPE SIZE (UNLESS SPECIFIED)	UTILITY	SOURCE OF LOCATION
8"	WATER MAIN	BASNEY & SMITH, INC.
1 1/2"	WATER LEADS	BASNEY & SMITH, INC.
12"	STORM SEWER	BASNEY & SMITH, INC.
6"	STORM LEADS	BASNEY & SMITH, INC.
8"	SANITARY SEWER	BASNEY & SMITH, INC.
6"	SANITARY LEADS	BASNEY & SMITH, INC.
	GAS	WILL BE SHOWN
	POWER	ON AS-BUILT
	TELEPHONE	DRAWINGS.



MATCH LINE  
SEE SHEET 4E



KINGS COVE

UTILITY PLAN-PARCEL 3

BY: BASNEY & SMITH, INC.

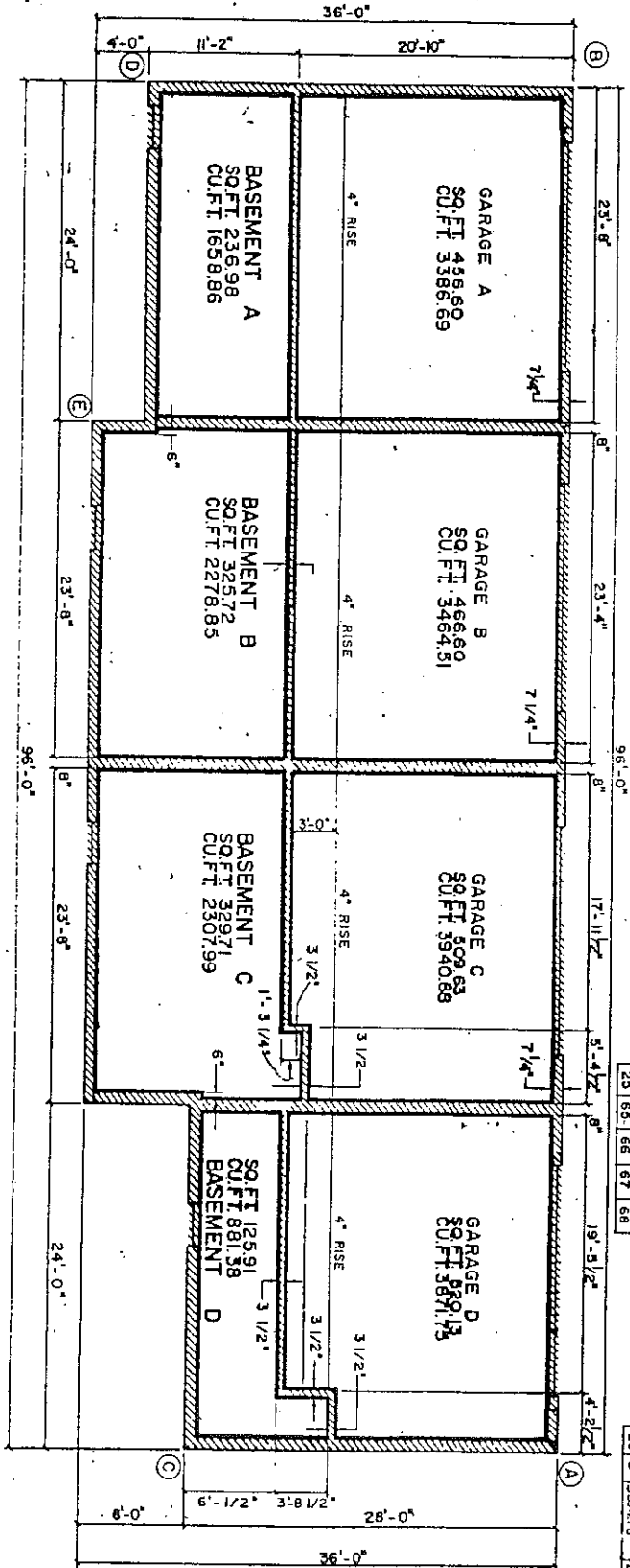
DATE: 7-1-50

SCALE: 1" = 50'

PROJECT: 10705

REVISIONS:

NO.	DATE	DESCRIPTION
1	7-1-50	AS-BUILT



2	A	B	C	D
4	61	62	63	64
5	37	58	59	60
6	45	46	47	48
10	41	42	43	44
12	29	30	31	32
1	189	189	190	191
18	21	22	23	24
19	17	18	19	20
23	69	70	71	72
25	65	66	67	68

2	A	B	C	D
4	3791.84	2266.39	5267.26	1772
6	3826.74	2248.59	5235.02	W
8	4020.60	2267.85	5397.42	W
10	4131.74	2297.31	5474.62	W
12	4299.27	2328.77	5571.40	W
1	2985.52	3260.66	5373.07	W
16	4460.16	1979.18	5253.77	W
18	4547.06	1896.02	5253.74	W
23	3480.05	2483.16	5617.53	W
25	3594.78	2365.93	5275.33	W

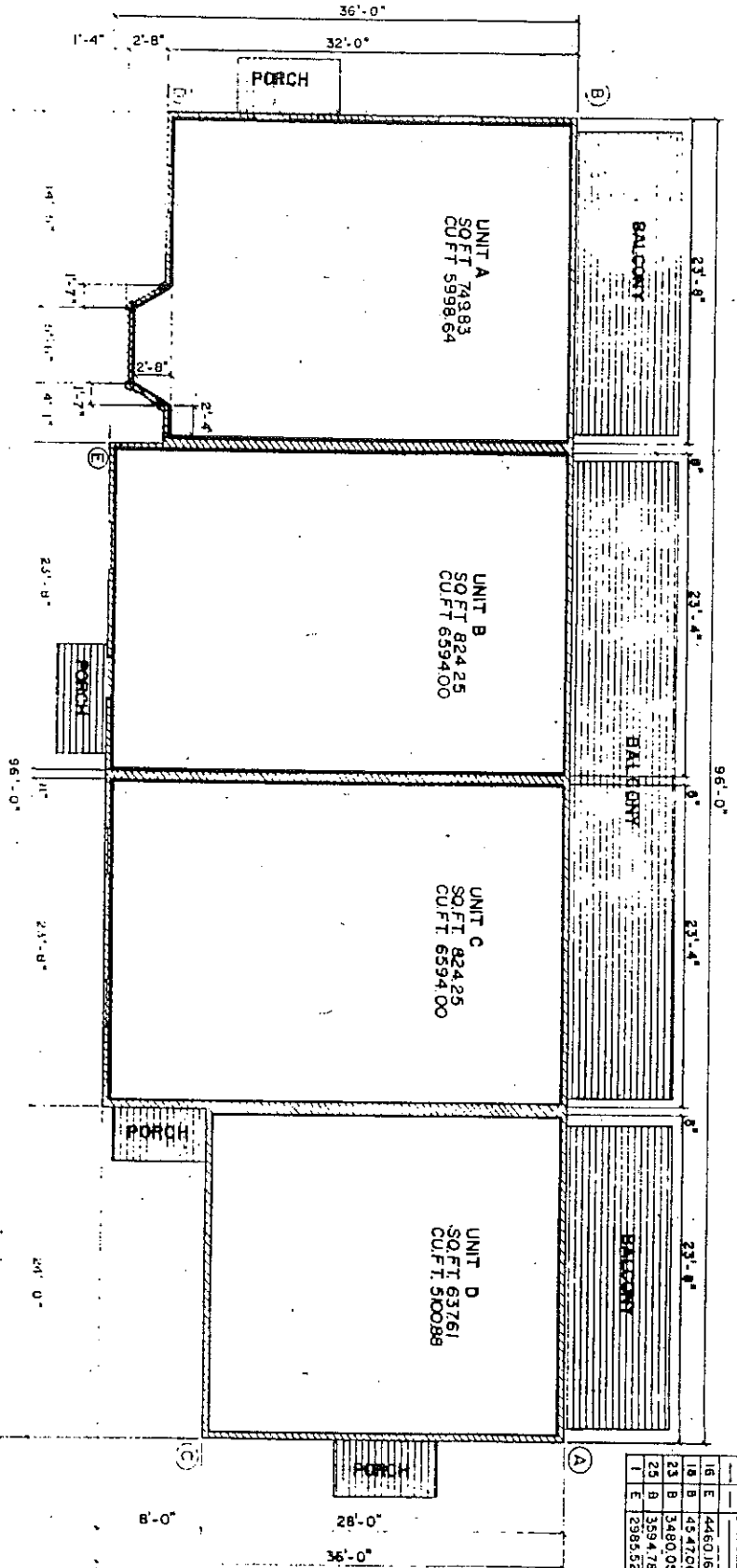
TYPICAL LOWER LEVEL PLAN



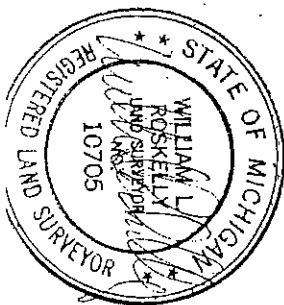
INDICATES LIMITS OF OWNERSHIP  
NOTE: ALL EXTERIOR WALLS ARE 10" UNLESS  
OTHERWISE SPECIFIED  
GENERAL COMMON ELEMENT  
UNITED COMMON ELEMENT

KINGS COVE  
TYPICAL LOWER LEVEL  
PLAN FOR BLDGS. -4,6,8,  
10,12,16,18,23,25,1

WILLIAM ROSKELLY  
REGISTERED LAND SURVEYOR  
NO. 10705  
STATE OF MICHIGAN



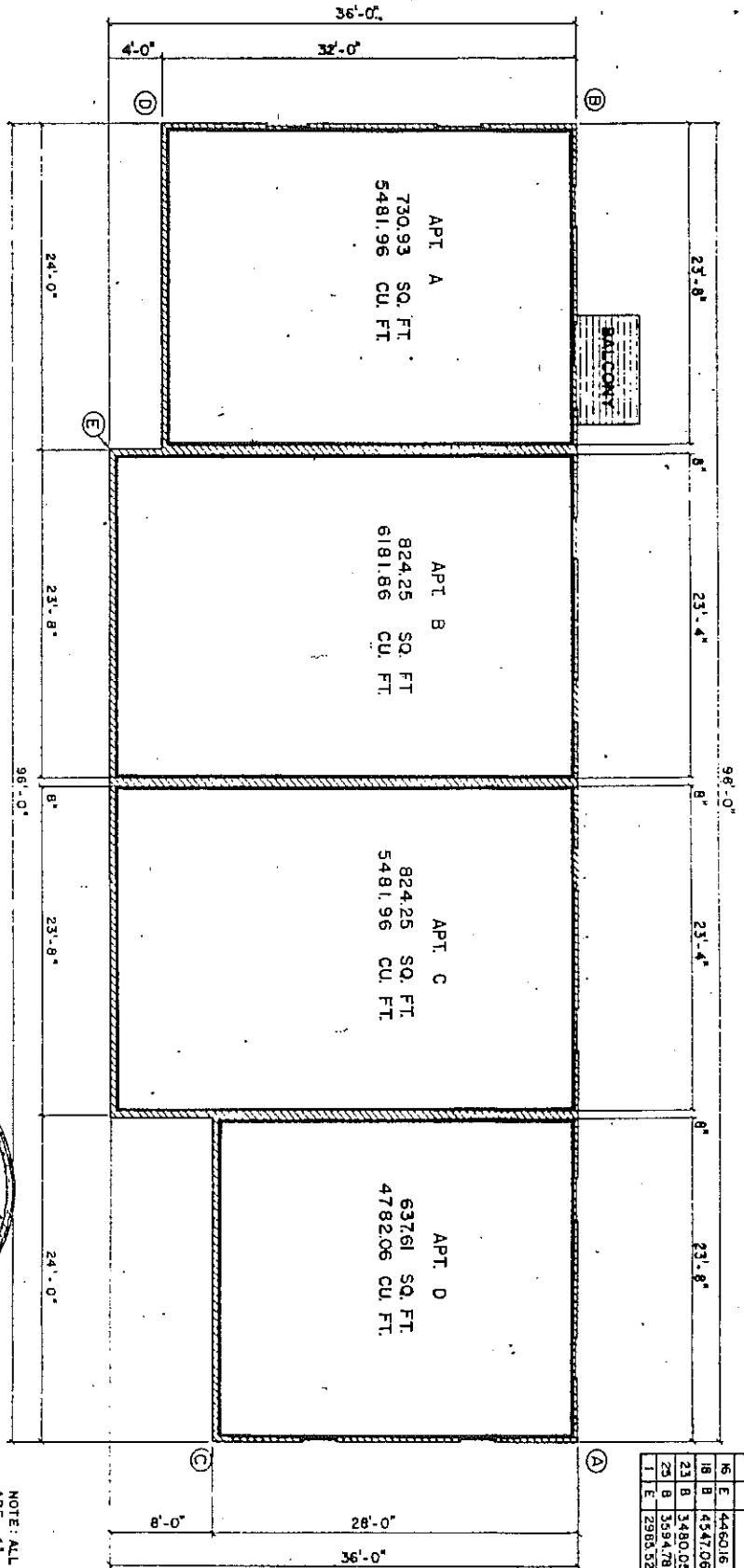
TYPICAL FIRST FLOOR PLAN



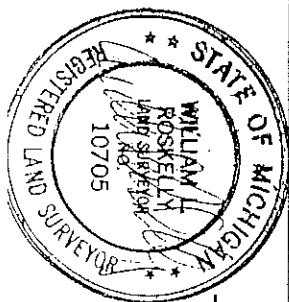
KINGS COVE  
TYPICAL FIRST FLOOR  
PLAN FOR BLDGS. 4, 6, 8,  
10, 12, 16, 18, 23, 25, 1

BLDG NO.	UNIT	AREA	VOLUME
4	A	3791.84	2266.39
6	B	3826.74	2249.98
8	B	4020.60	2267.85
10	A	4131.74	2197.31
12	E	4209.27	202.77
16	E	4460.16	1979.18
18	B	4547.06	1636.02
23	B	3480.05	2483.16
25	B	3594.78	2365.93
1	E	2985.52	3260.66

BLDG NO.	UNIT	AREA	VOLUME
4	A	61	62
6	B	58	59
8	B	46	47
10	A	42	43
12	E	30	31
16	E	22	23
18	B	17	18
23	B	69	70
25	B	66	67
1	E	188	189



**TYPICAL SECOND FLOOR PLAN**



NOTE: ALL EXTERIOR WALLS ARE 4" GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT INDICATES LIMITS OF OWNERSHIP

**SECOND FLOOR PLAN**  
FOR BLD'GS. - 4, 5, 8, 10, 12,  
16, 18, 23, 25, 1

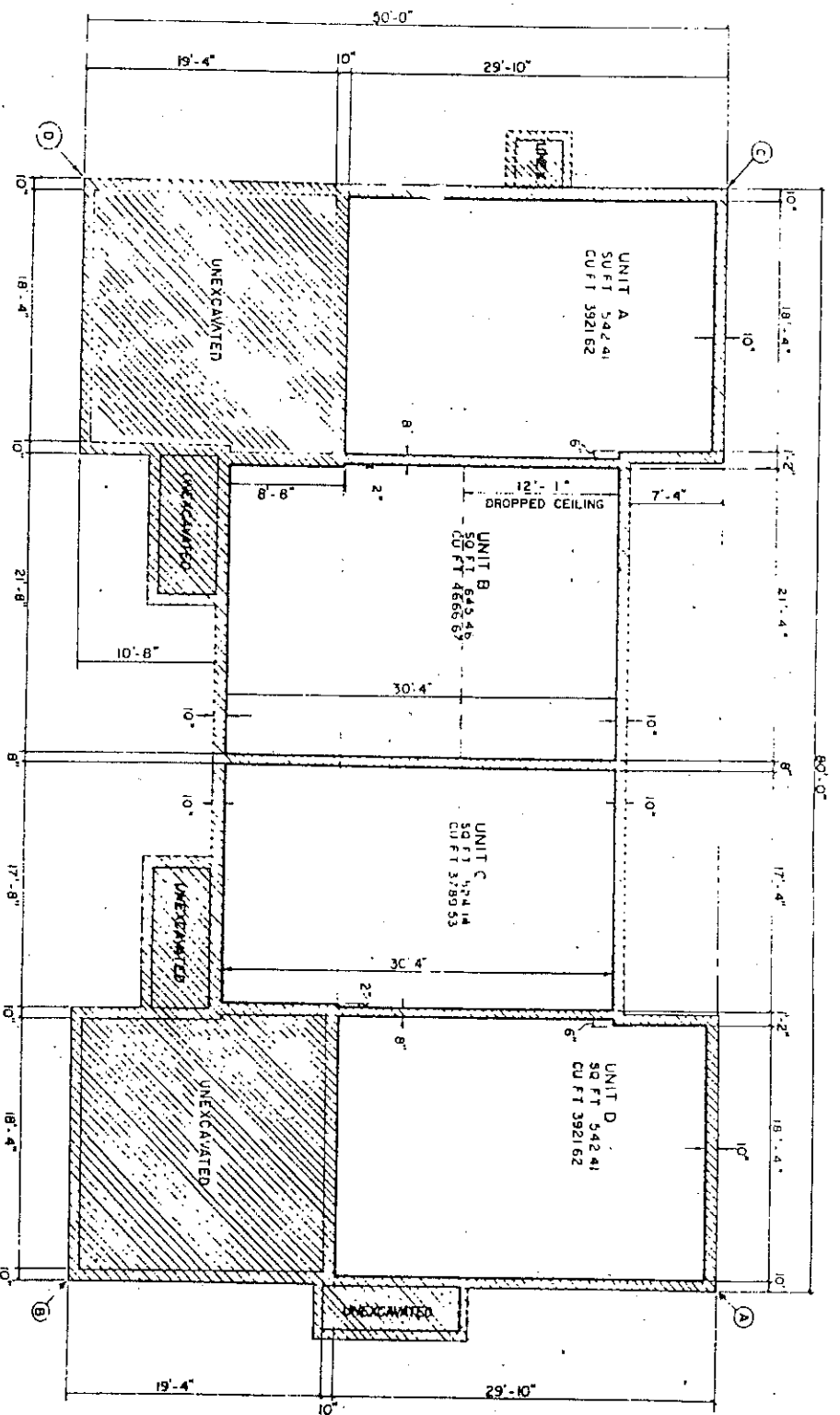
**REGISTERED LAND SURVEYOR**  
WILLIAM ROSKELLY  
NO. 10705  
STATE OF MICHIGAN

NO.	UNIT	NO.	UNIT
4	A	3791.84	2266.39
6	B	3826.74	2249.58
8	B	4020.60	2267.85
10	A	4131.74	2197.31
12	E	4209.27	2102.17
16	E	4460.16	1979.18
18	B	4567.06	1956.02
23	B	3480.05	2483.16
25	B	3594.78	2365.93
1	E	2985.32	3260.66

NO.	UNIT	NO.	UNIT
4	A	61	62
6	57	58	59
8	45	46	47
10	41	42	43
12	29	30	31
16	21	22	23
18	17	18	19
23	69	70	71
25	65	66	67
1	188	189	190

5/3/39  
71-2-164  
X-1





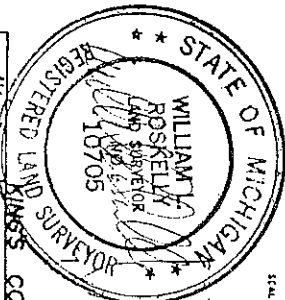
BASEMENT PLAN

BLDG NO.	UNIT			
	A	B	C	D
63	336	337	338	339
64	340	341	342	343
81	356	357	358	359
82	360	361	362	363
34	380	381	382	383
3	388	389	390	391
6	392	393	394	395
7	396	397	398	399

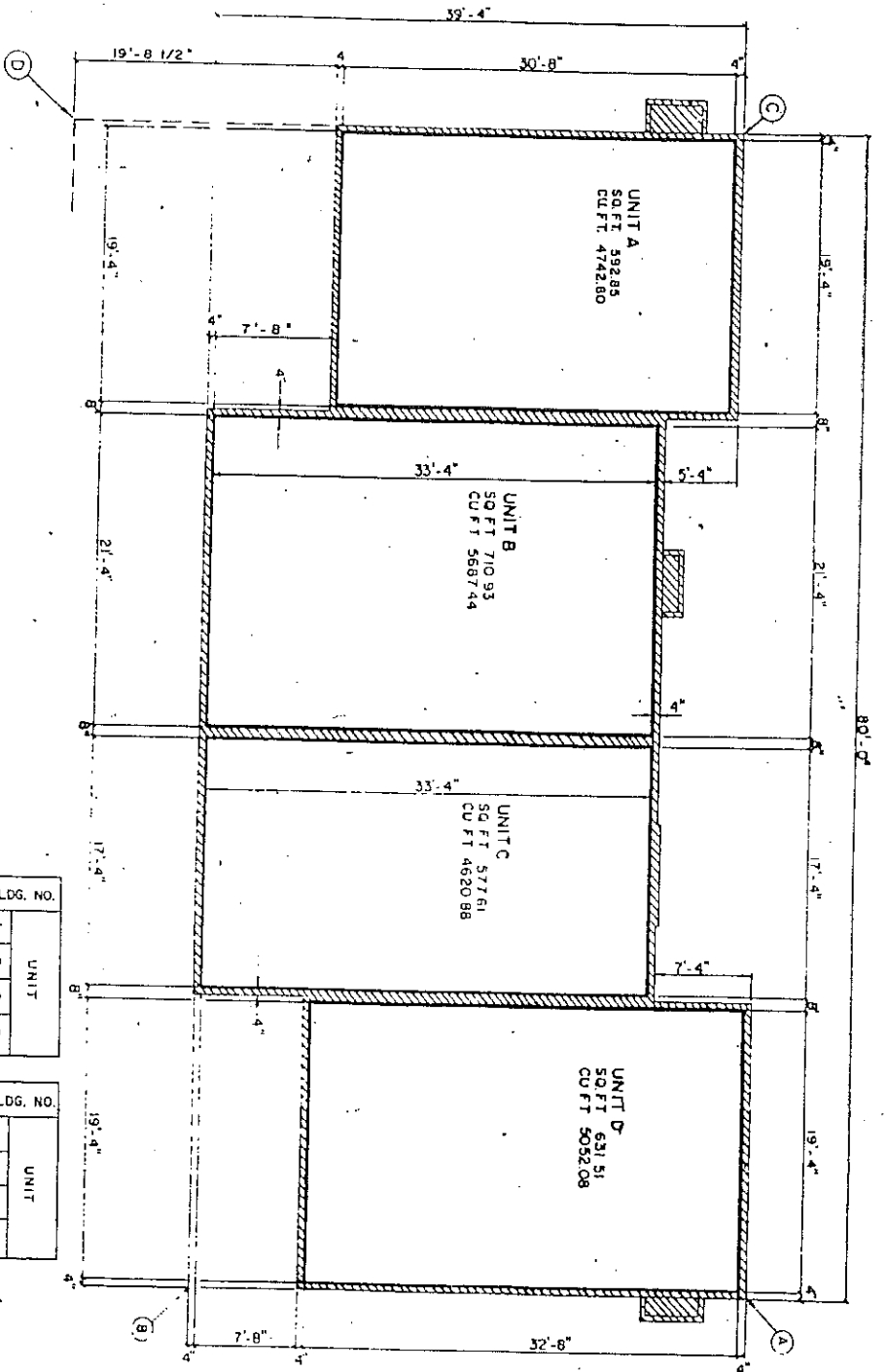
BLDG NO.	UNIT			
	A	B	C	D
60	224	225	226	227
76	244	245	246	247
80	352	353	354	355
3	364	365	366	367
46	308	309	310	311
60	324	325	326	327
62	332	333	334	335

BLDG NO	POINT	NORTH	EAST	BEARING FROM A1 TO B
68	C	404.37	2673.91	N 89° 32' 19" E
76	B	3438.94	3127.40	N 3° 47' 53" W
3	B	3137.91	3249.38	N 20° 27' 21" E
46	B	4140.32	3170.00	N 74° 18' 47" E
80	A	3121.14	3273.48	N 47° 23' 36" E
60	D	4061.52	2886.46	N 39° 13' 21" W
62	B	4326.52	2904.17	N 40° 27' 27" W
63	C	4224.30	2854.10	N 40° 07' 27" W
64	C	4057.20	2761.80	N 88° 41' 18" W
81	B	3210.58	3311.98	N 41° 08' 32" E
82	B	3275.02	3207.82	N 47° 49' 05" E

GENERAL COMMON ELEMENT  
LIMITED OWNERSHIP



BASEMENT PLAN FOR  
BLDG - 68, 76,  
60, 62, 63, 64, 81, 82, 34, 5  
6, 7, 80  
EAST & LARSEN, INC.  
2/27/99  
12 64

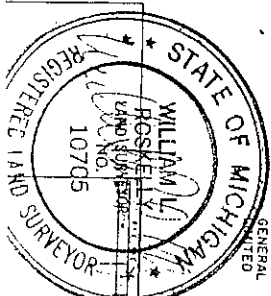


SECOND FLOOR PLAN

	UNIT				BLDG. NO.
	A	B	C	D	
64	340	341	342	343	
81	358	357	358	359	
92	360	361	362	363	
3A	380	381	382	383	
5	388	389	390	391	
6	392	393	394	395	
7	396	397	398	399	

BLDG. NO.	UNIT			
	A	B	C	D
68	224	223	226	227
78	244	245	246	247
80	352	353	354	355
3	364	365	366	367
46	308	309	310	311
60	324	325	326	327
62	332	333	334	335
63	336	337	338	339

BLDG	POI	NOF	EAS	BEAR	FROM TO (°)
60	C	4043.57	2673.81	N 65.32 E	137° E
76	B	3438.94	3127.40	N 34.47 E	53° W
3	B	3157.91	3249.38	N 20.27 E	21° E
46	B	4100.92	3170.00	N 45.16 E	47° E
90	A	3121.14	3219.49	N 77.23 S	56° E
92	B	4061.52	2886.46	N 30.13 E	21° W
62	D	4326.52	2904.17	N 50.27 E	27° W
63	C	4244.30	2834.10	S 40.07 E	72° W
64	C	4051.20	2781.80	N 88.41 E	18° W
81	B	3210.26	3315.98	N 31.56 E	35° E
62	B	3275.02	3207.82	N 47.45 E	50° E



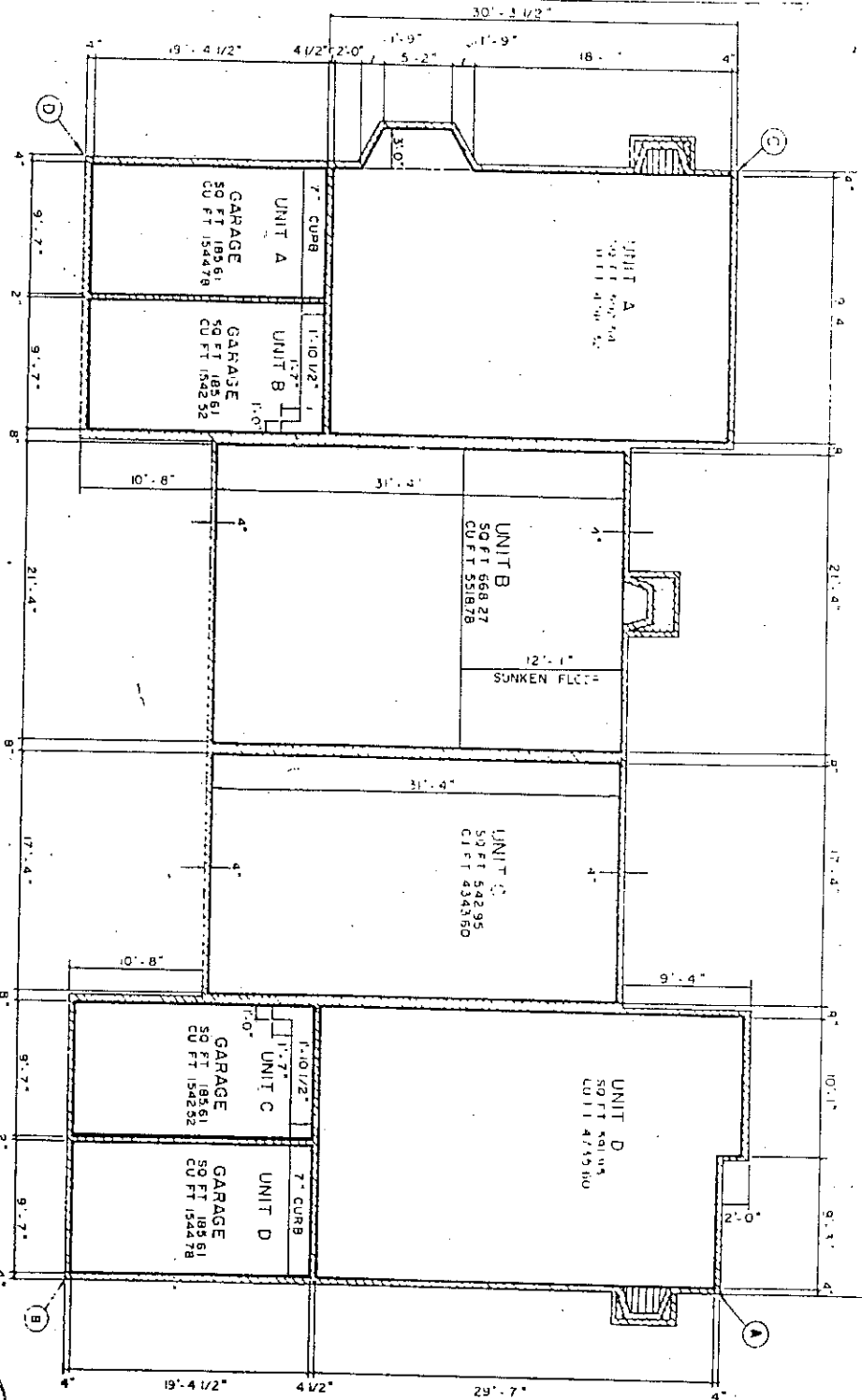
LIMITS OF OWNERSHIP	
COMMON	ELEMENT
COMMON	ELEMENT

KING'S COVE

SECOND FLOOR PLAN FOR  
BLDG'S.-68,76, 3,  
46, 60,62,63,64,81,82,  
3a,5,6,7,80

3/3/92  
BARRY A. SMITH, INC.  
2110 HOLLAND RD  
LOS ANGELES, CA 90008

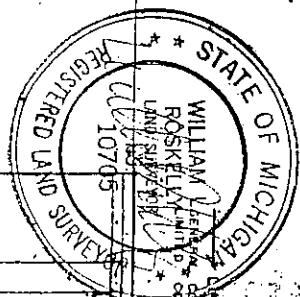




# FIRST FLOOR PLAN

BLDG. NO.	UNIT			
	A	B	C	D
63	336	337	338	339
64	340	341	342	343
65	346	347	348	349
66	350	351	352	353
67	356	357	358	359
68	360	361	362	363
69	366	367	368	369
70	370	371	372	373
71	376	377	378	379
72	380	381	382	383
73	386	387	388	389
74	390	391	392	393
75	396	397	398	399

BLDG. NO.	UNIT			
	A	B	C	D
63	224	225	226	227
64	230	231	232	233
65	236	237	238	239
66	240	241	242	243
67	246	247	248	249
68	250	251	252	253
69	256	257	258	259
70	260	261	262	263
71	266	267	268	269
72	270	271	272	273
73	276	277	278	279
74	280	281	282	283
75	286	287	288	289
76	290	291	292	293
77	296	297	298	299



FIRST FLOOR  
BLDG. NO. 63  
64  
65  
66  
67  
68  
69  
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71  
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74  
75  
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77  
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96  
97  
98  
99  
100

BLDG. NO.	POINT	NORTH	EAST	BEARING FROM A TO B
63	C	4043.67	2673.81	N 65° 21' 19" E
64	B	3438.94	3127.40	N 64° 17' 55" W
65	A	3181.14	3278.44	N 67° 21' 19" E
66	D	4061.52	2886.46	N 59° 13' 27" W
67	B	4326.52	2904.17	S 40° 07' 12" W
68	C	4244.30	2834.10	S 40° 07' 12" W
69	C	4057.20	2781.80	N 68° 41' 51" W
70	B	3210.26	3313.98	N 57° 58' 32" E
71	B	3275.02	3207.62	N 67° 49' 05" E

**FOURTEENTH AMENDMENT TO MASTER DEED OF**  
**KING'S COVE CONDOMINIUM**

King's Cove Association, a Michigan non-profit corporation, being the Association responsible for the management, maintenance, operation and administration of the affairs of King's Cove Condominium, a Condominium Project pursuant to the Master Deed thereof recorded on September 4, 1973, in Liber 6161, pages 281 through 330, Oakland County Records, and as subsequently amended, and known as Oakland County Condominium Subdivision Plan No. 148, amends the Master Deed of King's Cove, as well as Exhibits A and B thereof, in the following manner:

1. Due to errors in the and percentages of value set forth in the Master Deed, as originally recorded and as subsequently amended, the percentages of value assigned to the following units in Article V, C of the Master Deed are changed as follows:

<u>Apartment No.</u>	<u>Percentage Of Value Assigned</u>	<u>REG/DEEDS PAID</u>
325	.002420	0001 MAR.01'94 03:34PM
326	.00274	2620 MISC 51.00
365	.00242	
366	.00274	

2. Due to errors in location set forth in the Subdivision Plan as originally recorded and as subsequently amended, the location of the following listed condominium units on the Condominium Subdivision Plan of King's Cove are reversed as indicated:

The location of Apartment 325 is to be reversed with the location of Apartment 326.

The location of Apartment 365 is to be reversed with the location of Apartment 366.

3. The restated Condominium Bylaws, being Exhibit A to the Master Deed as attached hereto, replaces and supersedes the original Condominium Bylaws, Exhibit A, as originally recorded and thereafter amended, which originally recorded and amended Condominium Bylaws shall be of no further force and effect.

Ent: King's Cove Condo  
 Occup # 148 units 1-399  
 15-03-301-000

9050148

The above amendment to the Master Deed and Exhibits thereto were approved by the requisite vote of the co-owners and mortgagees, and the consent of the affected co-owners were applicable. In all other respects, other than as herein amended, the original Master Deed of King's Cove, as heretofore amended, including the Bylaws and Condominium Subdivision Plan, are hereby ratified, confirmed and redeclared.

WITNESSETH:

KING'S COVE ASSOCIATION, a  
 Michigan non-profit corporation

By: Richard F. Stinson  
 Richard F. Stinson

ITS: PRESIDENT E#92 REG/DEEDS PAID O.K. - LM  
 0001 MAR.01'94 03:34PM  
 2620 RMT FEE 2.00

STATE OF MI)  
 COUNTY OF OAKLAND)

Subscribed and sworn to before me this 29th day of Sept., 1993, by  
RICHARD F. STINSON, on behalf of KING'S COVE ASSOCIATION.

DRAFTED BY AND RETURN TO:  
 WEGNER AND ASSOCIATES, P. C.  
 21308 Mack Avenue  
 Grosse Pointe Woods, MI 48236

Notary Public, Oakland County, MI  
 My commission expires:

**KING'S COVE****ASSOCIATION BYLAWS**

(as amended and restated)

**ARTICLE I****ADOPTION OF CONDOMINIUM BYLAWS**

The Bylaws of King's Cove (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber 6161, Pages 281 through 330, Oakland County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this Corporation.

**ARTICLE II****MEETINGS**

Section 1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the law of the State of Michigan.

Section 2. The annual meetings of members of the Association shall be held at such date, time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them.

Section 3. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner of record, at least seven (7) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) of the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 5. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

**ARTICLE III****BOARD OF DIRECTORS**

Section 1. The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation. Directors shall serve without compensation.

Section 2. The Board of Directors shall be composed of 7 persons. Commencing with the first election of Directors after the effective date of this amended section, the term of office of the 3 Directors receiving the highest number of votes shall be 2 years, and the other Directors shall serve a term of 2 years. All Directors shall hold office until their Successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 4. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 5. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 8. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.

Section 9. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meetings as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 11. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

## ARTICLE IV

## OFFICERS

Section 1. The principle officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. The President shall be the chief executive officer of the Association, he shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

## ARTICLE V

## SEAL

Section 1. The corporation shall have a seal which shall have inscribed thereon the name of the corporation, the words "Corporate Seal", and "Michigan".

## ARTICLE VI

## FINANCE

Section 1. The finances of the corporation shall be handled in accordance with the

## Condominium Bylaws.

Section 2. The fiscal year of the corporation shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. The funds of the corporation shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

## ARTICLE VII

## INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Every Director and every Officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in conjunction with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the corporation, whether or not he is a Director or Officer adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

## ARTICLE VIII

## AMENDMENTS

Section 1. These Bylaws (but not the Condominium Bylaws) may be amended by the Association at a duly constituted meeting for such purpose, by an affirmative vote of a simple majority of the co-owners present in person, by proxy or written vote as such vote is defined in Article I, Section 2(i) of the Condominium Bylaws.

Section 2. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them.

Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II of these Bylaws.

Section 4. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 of this Article VIII without approval by the State of Michigan and without recording in the office of the Register of Deeds.

Section 5. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption.

## ARTICLE IX

## COMPLIANCE

Section 1. These Bylaws are set forth to comply with the requirements of Act no. 327 of the Public Acts of Michigan of 1931, as amended, Act No. 229 of the Public Acts of Michigan of 1963, as amended, and with the duly recorded Master Deed of the Condominium and Exhibits A and B attached thereto. In case any of these Bylaws conflict with the provisions of said statute

or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statute and said Master Deed shall be controlling.

EXHIBIT A  
CONDOMINIUM BYLAWS

KING'S COVE

(As Amended and Restated)

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. King's Cove, a condominium project located in the Township of Avon, Oakland County, Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the condominium project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any apartment therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

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

(a). Each Co-owner(s) of a unit in the condominium shall become a member of the Association upon obtaining title to a unit in the condominium, and no other person or entity shall be entitled to membership. A Land Contract purchaser may be a Co-owner(s) for all purposes pursuant to these Bylaws and the condominium documents; provided, however, that a Land Contract purchaser submits a written statement to the Association providing to the contrary. Notwithstanding the foregoing, both the Land Contract seller and the Land Contract purchaser shall be responsible for all obligations imposed by these Condominium Documents, including but not limited to these Bylaws, the Master Deed, Association Bylaws and rules and regulations of the condominium, and the statutes of the State of Michigan.

(b) The share of a Co-owner(s) in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his apartment in the Condominium. A Co-owner(s) selling a unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve, account or other asset of the Association.

(c) Except as limited in these Bylaws, each Co-owner(s) shall be entitled to one vote for each apartment owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the apartments owned by such Co-owner(s) as set forth in Article V of the Master Deed, when voting by value. Voting shall be by number except in those instances where voting is required to be in value and in number.

(d) No Co-owner(s) shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of an apartment in the condominium project to the Association. The vote of each Co-owner(s) may only be cast by the individual representative designated by such Co-owner(s) in the notice required in subparagraph "e" below or by a proxy given by such individual representative.

(e) Each Co-owner(s) shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner(s). Such notice shall state the name and address of the individual representative designated, the number or numbers of the apartment or apartments owned by the Co-owner(s), and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-



owner(s). Such notice shall be signed and dated by the Co-owner(s). The individual representative designated may be changed by the Co-owner(s) at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association shall be given to each Co-owner(s) by mailing the same to each individual representative designed by the respective Co-owners.

(g) The presence in person or by proxy of thirty-five (35%) percent in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association. Wherever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

(j) Other provisions as to voting by members not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts shall be open for inspection by the Co-owners during reasonable working hours. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, non inconsistent with the following, shall be provided by the Association Bylaws.

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

(1) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.

(2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.

(6) To approve or disapprove proposed purchasers or lessees of any apartment in the manner specified in the Condominium Bylaws.

(7) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any apartment in the condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any apartment in the condominium for use by a resident manager.

(8) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.

(9) To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

(10) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(11) To enforce the provisions of the Condominium Documents.

(b) The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association.

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

## ARTICLE II

### ASSESSMENTS

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

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Sections 13 and 15 of Public Act 229 of 1963, as amended; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium shall be receipts of administration.

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

(a) The Board of Directors of the Association shall establish an annual budget, in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established, based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not exceeding \$5,000.00 annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem to be necessary.

The Board of Directors shall maintain and annually fund a Long Range Reserve Fund for major repairs, replacements or emergency expenditures. This fund will include a ten-year projection and include the following categories: roof replacements, asphalt replacement, siding re-surfacing or replacement, major landscape improvements and any other repair or replacement which is of significant size to warrant inclusion in the plan. The Fund shall also contain a contingency category, in the amount of 10% of the anticipated annual outflow from the reserve plan, to absorb over-runs.

The reserve plan shall be funded annually from the operating budget in an amount sufficient to maintain an adequate reserve amount at all times to respond to both emergency repairs and cash flow requirements of the Association.

The Board of Directors shall annually update the ten year projection considering known repair cycles as well as estimate inflationary materials and labor costs based on available economic data.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$5,000.00 per year, (2) assessments for the purchase or lease of an apartment in the Condominium project pursuant to Article VI, Section 13, (3) assessments to purchase an apartment upon foreclosure of the lien for assessments described in Section 6 hereof, (4) assessments to purchase an apartment for use as a resident manager's apartment or (5) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners in value and in number.

**Section 4.** All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each apartment in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to an apartment. Assessments shall be due and payable at such times as the Association shall determine, commencing with acceptance of a deed to an apartment or with acquisition of fee simple title to an apartment by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof is not paid to the Association in full on or before the due date for such payment. Each regular monthly assessment which is not paid within 10 days after the due date shall automatically incur a late charge of \$10.00 which shall be added to such assessment and be subject to collection by the Association by the same means as provided for collection of the assessment itself. The Board of Directors shall adopt reasonable rules to permit waiver of the late charge for good cause. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his apartment which may be levied while such Co-owner is the owner thereof. All payments shall be applied first against late charges, court costs and attorney's fees, and thereafter against assessments in order of greatest delinquency.

**Section 5.** No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his apartment.

**Section 6.**

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of a default by any Co-owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general common elements of the project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his unit. In an judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XI, Section 1 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law.

Each Co-owner of a unit in the project acknowledges that at the time of acquiring title to such unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for non-payment of assessments and a hearing on the same prior to the sale of the subject unit.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at this or their last known address, of a written notice that one (1) or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject unit(s), and (v) the names of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the County in which the project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his unit.

(e) A construction lien or claim arising under Michigan law shall be subject to the following limitations:

(i) Except as otherwise provided in this section, a construction lien or claim arising for work performed upon a Condominium unit or upon a limited common element may attach only to the Condominium unit upon which the work was performed.

(ii) A construction lien or claim arising for work authorized by the Association may attach to each Condominium unit only to the proportionate extent that the Co-owner of the condominium unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(iii) A construction lien or claim may not arise or attach to a Condominium unit for work performed on the common elements not contracted by the Association.

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

### ARTICLE III

#### ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. No Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances, unless all the parties elect arbitration in which event such parties shall be precluded from litigating such dispute, claim or grievance in the courts.

### ARTICLE IV

#### INSURANCE

Section 1. The Association shall carry property insurance, general liability, umbrella liability, directors and officers liability and worker's compensation insurance, pertinent to the ownership, use and maintenance of the common elements of the Condominium project. All liability insurance shall not carry limits of less than \$1,000,000 per occurrence, and such insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgages, as their interests may appear, and provision shall be made for the issuance of evidence of insurance certificates to the mortgagees of Co-owners. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property as well as improvements and betterments located within his apartment or elsewhere in the Condominium premises. It shall also be the Co-owner's responsibility to purchase insurance coverage for his personal liability for occurrences within his apartment or upon limited common elements. The Association shall have no responsibility for obtaining such coverage or coverages. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer(S) waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) All common elements of the Condominium project shall be insured against all risk of physical loss, in an amount equal to the maximum insurable replacement value, (100% to value), excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The maximum insurable replacement value is to be determined by independent appraisal annually and the costs of such appraisal shall be

considered a cost of administration. Such coverage shall also include interior walls within any unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Such fixtures, equipment and trim are to consist of standard bathroom fixtures and cabinets, kitchen fixtures and cabinets but are not to include appliances, water heaters, furnaces and air conditioning equipment. Any improvements made by a Co-owner within his apartment shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

Section 2. Each Co-owner, by ownership of an apartment in the Condominium project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium project, his apartment and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

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

(a) If the damaged property is a common element or an apartment, the property shall be rebuilt or repaired if any apartment in the condominium is tenantable, unless it is determined that the condominium shall be terminated.

(b) If the condominium is so damaged that no apartment is tenantable, the damaged property shall not be rebuilt unless seventy-five (75%) percent or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of an apartment which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner(s) to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. In the event that the Co-owner fails to perform the obligations stated herein, the Association may perform any and all such maintenance, reconstruction or repair obligations at its sole discretion and assess to the Co-owner the costs and expenses thereof, which assessment shall be collectable in the same manner as regular monthly assessments in Article II hereof, and such other and further remedies as may be provided elsewhere in the Condominium Documents or by law.

Section 4. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his apartment, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement,

the proceeds shall be payable to the Co-owner(s) and the mortgagee jointly.

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

Section 6. The following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire apartment by eminent domain, the Co-owner of such apartment shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall be divested of all interest in the Condominium project. In the event that any condemnation award shall become payable to any Co-owner whose apartment is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such Co-owner. If only a part of any apartment is taken, the Association shall rebuild the same as is necessary to make it habitable and remit the balance of the condemnation proceeds pertinent to such apartment to the owner thereof.

(b) If there is any taking of any portion of the Condominium other than any apartment the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty (50%) percent of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Co-owners in accordance with their respective percentages of value set forth in Article V of the Master Deed.

(c) In the event the Condominium project continue after taking by eminent domain, then the remaining portion of the Condominium project shall be re-surveyed and the Master Deed amended accordingly, and, if any apartment shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the project.

## ARTICLE VI

### RESTRICTIONS

Section 1. No apartment in the condominium shall be used for other than single-family residence purposes (except that persons not of the same immediate family residing together may occupy an apartment with written consent of the Board of Directors which consent shall not be unreasonably withheld) and the common elements shall be used only for purposes consistent with the use of single-family residences. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage, or legal adoption.

Section 2. (a) A Co-owner may lease his unit for the same purposes set forth in Section 1 of this Article VI, but only to tenant or lessee; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No sub-leasing of a unit shall be allowed and no Co-owner shall lease less than an entire unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association. Transients are not allowed in or about the Condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium documents. If a unit is leased, the Co-owner(s) of the leased unit lose their right to use the recreational facilities.

(b) The leasing of units in the project shall conform to the following provisions:

(1) 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 of the unit and shall, prior to occupancy by the tenant, supply the Association with a copy of the exact lease being used, along with the names of all occupants of the leased unit.

(2) Tenants or Non-co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium project and all

leases and rental agreements shall so state. It is the responsibility of the Co-owner to provide to the lessee/tenant a copy of the Condominium and Association Bylaws, and the Co-owner shall verify that fact to the Association. In addition, Co-owner shall provide to Association such additional reasonable information as it may, from time to time, require.

(3) If the Association determines that the tenant or Non-co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

(ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) 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 and simultaneously for money damages in the same action against the Co-owner and tenant or Non-co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the common elements caused by the Co-owner or tenant in connection with the unit or Condominium project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. No Co-owner shall make alterations in exterior appearance or make structural modifications to his apartment (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors, including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound conditioning provisions. The Board of Directors may approve only such modifications as to not impair the soundness, safety, utility or appearance of the Condominium.

A Co-owner who receives such written approval for any alterations or modifications shall be responsible for the maintenance, reconstruction, replacement, or repair of all such modifications or alterations and shall hold the Association harmless for any damage or injury to person or property caused as a result of said modification or alteration. In the event the Co-owner fails to perform the obligations stated herein, the Association may perform the same and shall assess to the Co-owner the costs thereof, which costs shall be collectable in the same manner as the regular monthly assessments provided for in Article II of these Bylaws.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any apartment or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. A petition signed by the designated voters of four (4) units shall be legally sufficient to establish that the conduct being complained of is in violation of the foregoing sentence. No Co-owner shall do or permit anything to be done or keep or permit to be kept apartment or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animal, including household, pets, shall be kept without the prior written consent of the Board of Directors which consent, if given, shall be revocable at any time by the Board. Any pets permitted to be kept in the condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon



the common elements and any animal shall at all times be attended by some responsible person while on the common elements. Any person who causes or permits an animal to be brought or kept on the condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the condominium property.

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

Section 7. 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 elements. Use of any recreational facilities in the condominium by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 8. No house trailers, commercial vehicles, vehicles with commercial plates, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefore by the Association. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis. The Association may assign general common element parking spaces for the use of the Co-owners of a particular apartment or apartments in an equitable manner in the event that there arises a shortage of parking spaces in the Condominium project.

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

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of an apartment or on the common elements, including "For Sale" signs, without written permission from the Association.

Section 11. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association. All copies of such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.

Section 12. The Association or its duly authorized agents shall have access to each apartment from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each apartment at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another apartment. It shall be the responsibility of each Co-owner to provide the Association means of access to his apartment during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his apartment caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. No Co-owner may dispose of or convey a unit or any interest therein by sale, land contract, mortgage, or otherwise, without written notice to the Association as follows:

(a) Ten (10) days prior to the closing date a Co-owner shall give written notice of such sale to the Association, and shall furnish the name and address of the purchaser and such other information as the Board of Directors of the Association shall require. The selling Co-owner shall provide the purchaser with the Condominium Documents. The giving of such notice shall constitute a warranty and a representation by such Co-owner to the Association and to any purchaser produced by the Association that the Co-owner believes the proposed sale to be bona fide in all respects. The selling Co-owner shall be responsible to the Association for any damages suffered by it in exercise of its rights hereunder. The Association may charge the Co-owner a reasonable fee, as determined from time to time by the Board of Directors, to defray the administrative costs incurred in making the necessary changes to the Association records.

(b) When a Co-owner is in arrears to the Association of Co-owners for assessments, the Board of Directors or its duly authorized agent may give written notice of the arrearage to a land contract purchaser or other person or entity having an interest in the Co-owner's unit under a land contract or other agreement granting or conveying an interest, and the purchaser, or other person or entity having such interest after receiving the notice, shall deduct from payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association of Co-owners. The deduction shall not constitute a breach of the contract with the Co-owner.

(c) This section shall not apply to a public or a private sale pursuant to foreclosure of a first mortgage on any unit, nor shall this section apply to a subsequent sale by the holder of a first mortgage who has acquired title to a unit by purchaser at a sale pursuant to foreclosure of the first mortgage held by it on such unit.

(d) Upon the closing of the sale, the purchasing Co-owner shall forthwith furnish to the Board of Directors or their duly authorized agent a copy of the executed Document(s) conveying title or an interest, or be subject to the administrative charges which shall be enforced and collected as assessments pursuant to Article II herein.

(e) Upon the sale or conveyance of a unit, all unpaid assessments against that unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

(i) Amounts due the State, or any subdivision thereof, or an municipality for taxes and special assessments due and unpaid on the unit.

(ii) Payments due under a first mortgage having priority thereto.

A purchaser or grantee is entitled to a written statement from the Association of Co-owners setting forth the amount of unpaid assessments against the seller or grantor and the purchaser or grantee is not liable for, nor is the unit conveyed or granted, subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee request in writing a written statement from the Association of Co-owners, at least five (5) days before the sale, the purchaser or grantee shall be liable for any unpaid assessments against the unit together with interest, costs and actual attorney's fees (not limited to statutory attorney's fees) incurred in the collection thereof.

(f) In all instances the Co-owner shall indemnify and hold the Association and its Board of Directors harmless as to any warranties (express or implied) as to the condition of the unit or the common elements (both general or limited) or the performance of the Association with regard to same.

Section 14. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements unless approved by the Association in writing.

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

Section 16. Each Co-owner shall maintain his apartment and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to the telephone, water, gas plumbing, electrical or other utility conduits and systems and any other elements in any apartment which are appurtenant to or which may affect any other apartment. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner(s) in the manner provided in Article II hereof.

## ARTICLE VII

### MORTGAGES

Section 1. Any Co-owner who mortgages his apartment shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Apartments." The Association may, at the written request of a mortgagee of any such apartment, report any unpaid assessments due from the Co-owner of such apartment. The Association shall, upon written request, give to the holder of any first mortgage covering any unit in the project written notification of any default in the performance

of the obligations of the Co-owner of such apartment that is not cured within 30 days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notwithstanding any other provision in the Condominium Documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holder of each first mortgage of a condominium unit of record:

(a) Each first mortgagee has the right to examine the books and records of the Condominium Owners Association and the condominium project.

(b) No condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(c) Any agreement for professional management of the condominium project shall provide that the management contract may be terminated for cause or ninety (90) days' written notice and the term of any such contract may not exceed three years.

(d) An adequate reserve fund for replacement of the common elements must be established and must be funded by regular monthly payments rather than by special assessments.

(e) The Association shall give notice in writing to the Federal Home Loan Mortgage Corporation (in care of its designated servicing agent) of any loss to, or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000.

(f) The Association shall not be entitled to use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

## ARTICLE VIII

### AMENDMENTS

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

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

Section 3. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of more than sixty (60%) percent of all Co-owners in number and in value.

Section 4. An amendment to these Bylaws (but not the Association Bylaws) shall become effective upon recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located. Without the prior written approval of all first mortgagees interested in the project, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article II, Section 7, Article V, Section 6(c), Article VI, Section 13(f), Article VII, Section 1 or Article VIII, Section 5.

Section 5. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption.

#### Section 6.

(a) No change will be made in Article VI, Section 2, as it appears above, without the prior written approval of the Veterans Administration.

(b) No restriction under Article VI, nor any Bylaw appearing under any Article of these Bylaws will be adopted, by Amendment, or otherwise, which will make the title to any apartment unacceptable to the Veterans Administration under the provisions of VA Regulation 36.4350(b). No change will be made in this Article VIII, Section 6(b), without prior written approval of the Veterans Administration.

## ARTICLE IX

## COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Statute, the Statute shall govern.

## ARTICLE X

## DEFINITIONS

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

## ARTICLE XI

## REMEDIES FOR DEFAULT

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

(a) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any apartment, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association. Thereafter, fines may be assessed only upon reasonable notice to the offending Co-owners and an opportunity for such Co-owner to appear before the Board and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed ten (\$10.00) Dollars for the second violation of the same restriction, twenty-five (\$25.00) Dollars for the third violation of the same restriction, or fifty (\$50.00) Dollars for any subsequent violation of the same restriction. The Board of Directors shall have the authority to increase such fines, at its option.

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

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

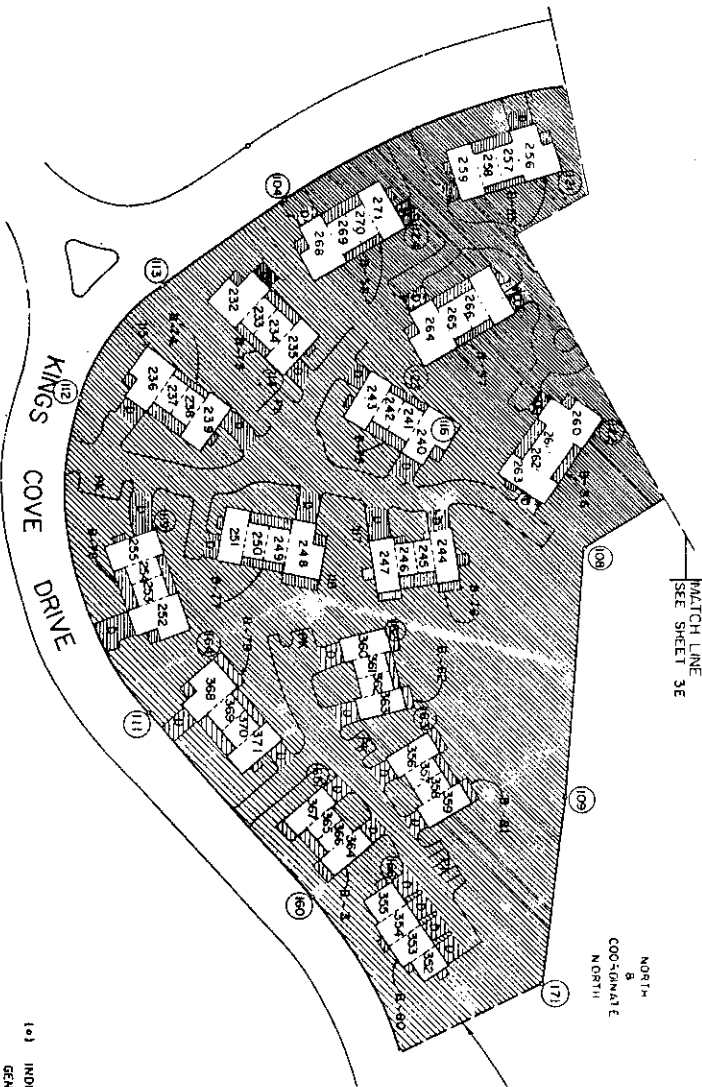
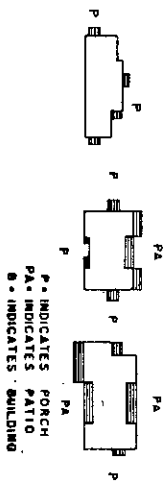
ARTICLE XII

SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



PT	NORTH	EAST
04	3689.75	2916.64
160	3109.95	3233.91
08	3523.92	3314.45
09	3301.36	3400.18
171	3131.59	3461.20
111	3197.66	3016.80
112	3436.59	2825.61
113	3565.99	2848.04
114	3534.99	2860.29
115	3509.45	2887.64
116	3573.83	3159.54
117	3439.72	3125.58
118	3382.73	3105.60
119	3354.69	2941.02
121	3836.34	3133.91
122	3643.59	3275.37
123	3612.90	3100.45
124	3717.70	3051.28
162	3374.76	3176.29
163	3300.72	3258.65
164	3266.68	3046.57
165	3211.11	3191.73
166	3158.21	3293.31



- (S) INDICATES STEEL BAR
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- D - INDICATES DRIVE
- PK - INDICATES PARKING

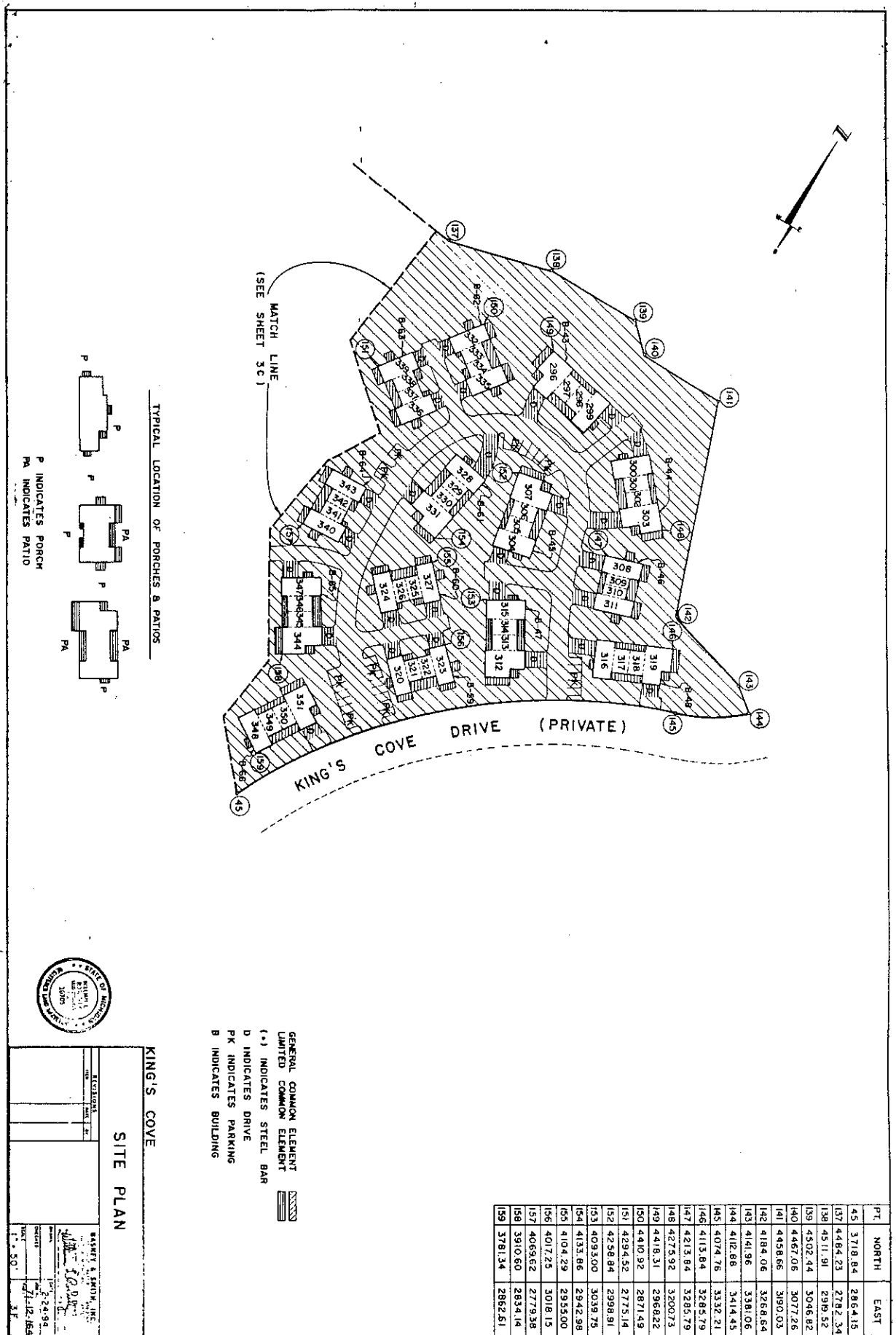
SCALE: 1" = 50'

SITE PLAN - PARCEL 3

(PROPOSED)



SEAL & SIGNATURE  
DATE: 7-12-1984  
SCALE: 1" = 50'





THIRTEENTH AMENDMENT TO MASTER DEED OF  
KING'S COVE

Homac Incorporated, a Delaware corporation, and King's Cove Association, a Michigan non-profit corporation, being the Developer and administrator of King's Cove, a Condominium Project established pursuant to the Master Deed thereof, recorded on September 4, 1973, in Liber 6161, Pages 281 through 330, and First through Twelfth Amendments thereof, recorded in Liber 6290, Pages 845 through 880; Liber 6377, Pages 88 through 117; Liber 6429, Pages 839 through 868; Liber 6445, Pages 46 through 64; Liber 6503, Pages 152 through 188; Liber 6651, Page 690; Liber 6837, Pages 344 through 370; Liber 7082, Pages 239 through 260; Liber 7175, Pages 448 through 475; Liber 7341, Pages 322 through 356; Liber 7394, Page 839; and Liber 7401, Pages 712 through 745, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 148, hereby amends the Master Deed of King's Cove pursuant to the authority reserved in Article X thereof for the purposes of reversing the location and floor plans of certain Units all located in Buildings 50, 52, 54 and 59. Upon recordation in the Office of the Oakland County Register of Deeds of this Amendment, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. Amended Sheets 1, 40, 41 and 42 of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall replace and supersede Sheets 1, 40, 41 and 42 of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1, 40, 41 and 42 shall be of no further force or effect.

2. Amended Sheets 3E and 3F of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall replace and supersede Sheets 3E and 3F of the Condominium Subdivision Plan of King's Cove as originally recorded, and the originally recorded Sheets 3E and 3F shall be of no further force or effect.

3. Sheets 43, 44 and 45 of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of King's Cove, as amended.

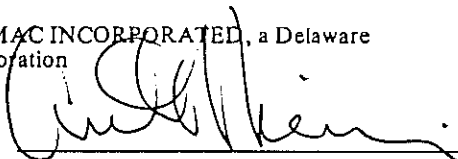
In all respects, other than as hereinabove indicated, the original Master Deed of King's Cove, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

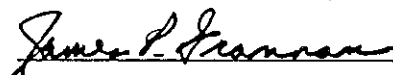
  
Pamela M. Ciaravino

  
Elaine Polak

HOMAC INCORPORATED, a Delaware  
corporation

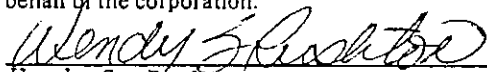
By:   
Anthony V. Pieroni  
Executive Vice President

KING'S COVE ASSOCIATION, a Michigan  
non-profit corporation

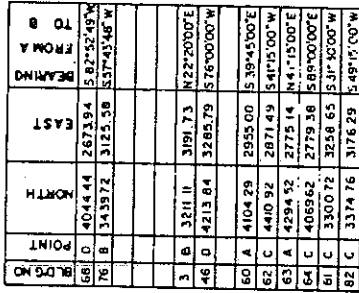
By:   
James P. Scannan  
President

STATE OF MICHIGAN     )  
                                  )     SS.  
COUNTY OF                )

The foregoing Thirteenth Amendment to Master Deed of King's Cove was acknowledged before me this 16th day of September, 1986, by Anthony V. Pieroni, the Executive Vice President of HOMAC INCORPORATED, a Delaware corporation, on behalf of the corporation.

  
Wendy S. Rushton

Notary Public, Macomb County, Michigan  
My commission expires: 4-26-88  
(Macomb County acting in Wayne County)



Q#	UNIT			
	A	B	C	D
63	336	337	338	339
64	340	341	342	343
81	356	357	358	359
82	360	361	362	363
3A	380	381	382	383
5	398	399	390	391
6	392	393	394	395
7	396	397	398	399

FIRST FLOOR PLAN

KING'S COVE

FIRST FLOOR PLAN FOR

8LDC-68,76, 3,46,

67 60,62,63,64, 81,82, 3A, 5  
(103500000)

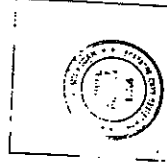
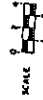
0.2385  
BANCY & SONS, INC  
12 - 10 - 1971

31-12-164

**1/4" x 1" Q"**

BLDG. NO.	POINT	NORTH	EAST	FROM (1)	TO (2)
68 D	4044.44	2673.94	582°52'49" W		
76 B	3439.72	3123.58	327°43'49" W		
3 B	3211.11	3191.73	N 22°20'00" E		
46 D	4213.84	3285.79	S 76°00'00" W		
60 A	4104.29	2955.00	S 39°45'00" E		
62 C	4410.92	2871.49	S 41°15'00" W		
63 A	4294.52	2775.14	N 41°15'00" E		
64 C	4058.62	2779.38	S 89°00'00" E		
81 C	3300.72	3258.65	S 31°30'00" W		
82 C	3374.76	3176.29	S 49°15'00" W		

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
— LIMITS OF OWNERSHIP



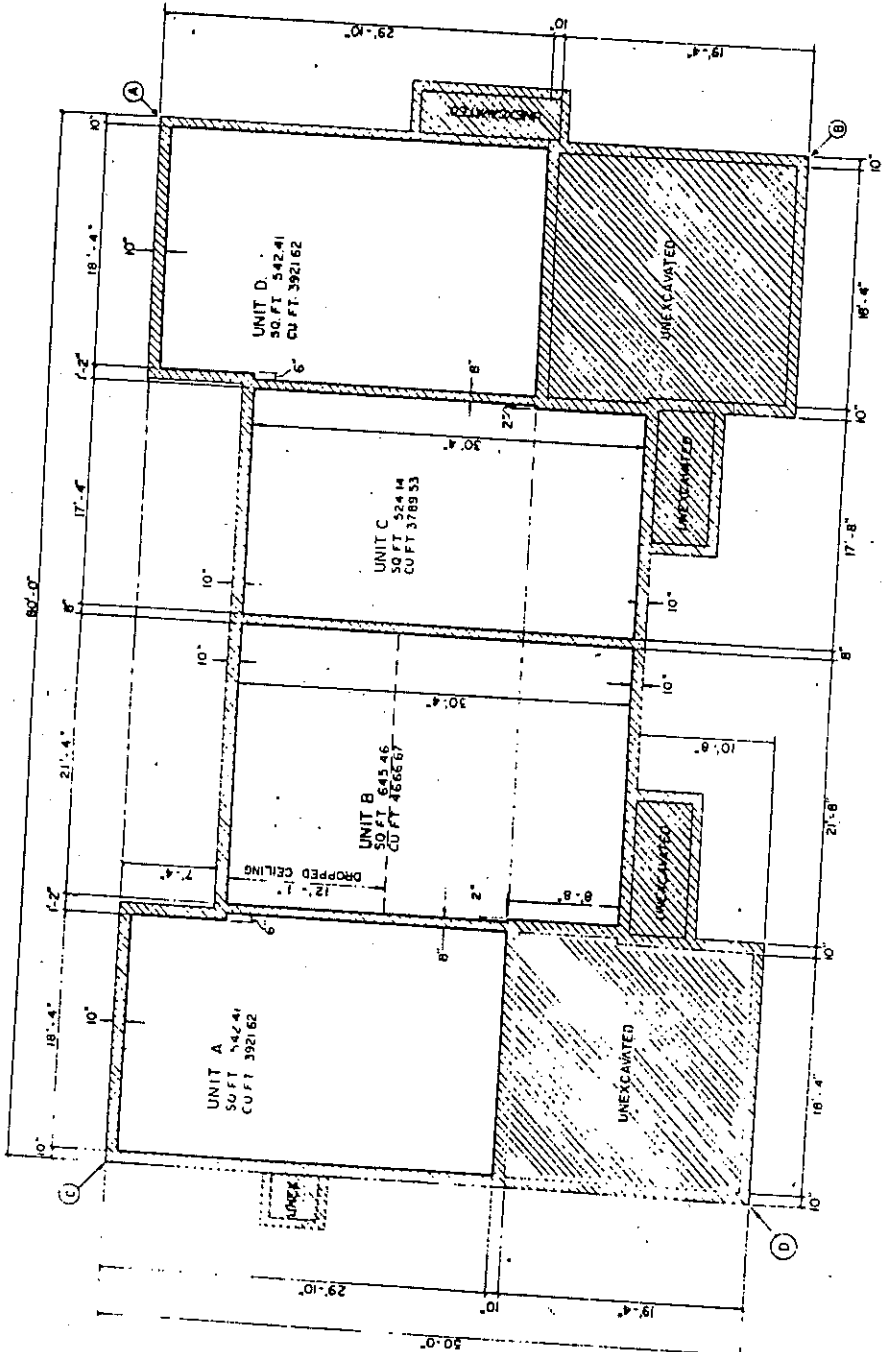
KING'S COVE

BASEMENT PLAN FOR  
BLDG. -68,76,  
60,62,63,64,81,82,3A,5

6,7

INCORPORATED

1984

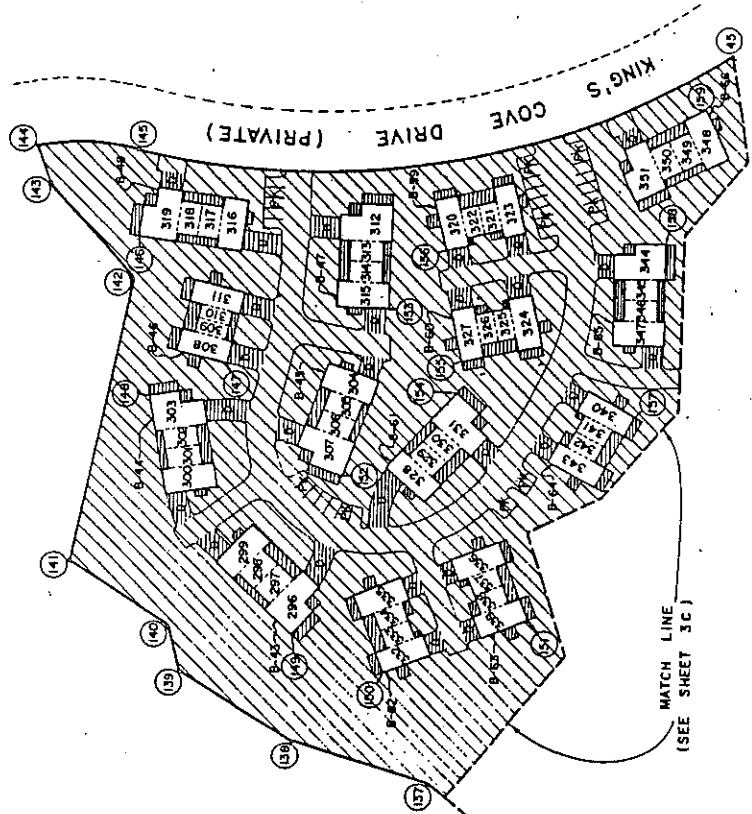


BLDG. NO.	UNIT			
	A	B	C	D
68	336	337	338	339
64	340	341	342	343
81	356	357	358	359
82	360	361	362	363
3A	380	381	382	383
5	388	389	390	391
6	392	393	394	395
7	396	397	398	399

BASEMENT PLAN

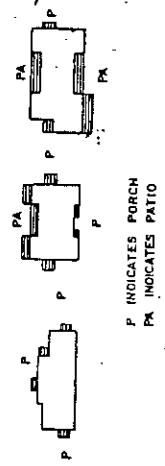
BLDG. NO.	UNIT			
	A	B	C	D
68	224	225	226	227
76	244	245	246	247
3	364	365	366	367
46	308	309	310	311
60	324	325	326	327
62	332	333	334	335

PT.	NORTH	EAST
45	3718.84	2884.13
37	4484.23	2782.34
36	4511.91	2992.22
39	4502.44	3046.82
40	4467.06	3077.26
41	4458.66	3190.03
42	4184.06	3288.64
43	4141.96	3381.06
44	4112.88	3414.45
45	4074.76	3532.21
46	4113.84	3285.79
47	4213.84	3285.79
48	4275.92	3200.73
49	4418.31	2968.22
50	4410.92	2871.49
51	4294.52	2775.14
52	4238.84	2998.91
53	4093.00	3038.75
54	4133.86	2942.98
55	4104.29	2955.00
56	4072.25	3018.15
57	4068.62	2779.39
58	3910.60	2834.14
59	3781.34	2862.61



- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- (-1) INDICATES STEEL BAR
- D INDICATES DRIVE
- PK INDICATES PARKING
- B INDICATES BUILDING

TYPICAL LOCATION OF PORCHES & PATIOS



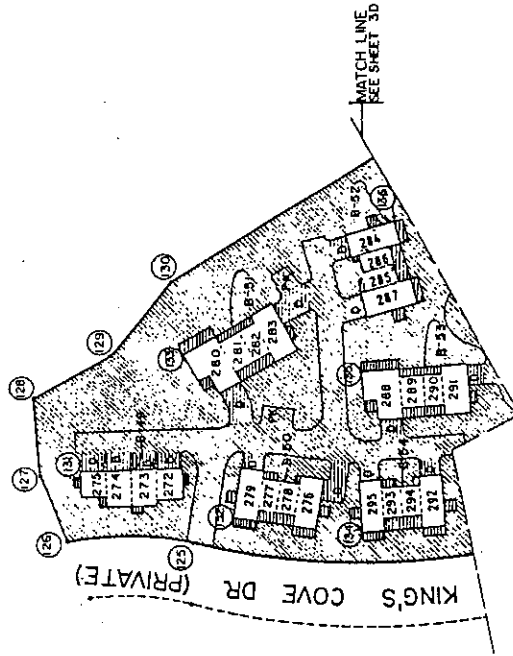
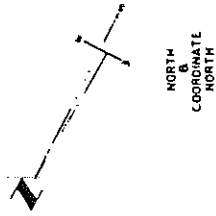
KING'S COVE

SITE PLAN

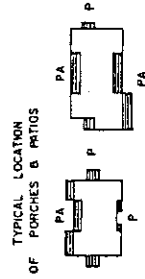
**SEASIDE & SMITH, INC.**  
 1000 10th Avenue  
 New York, N.Y. 10018  
 B-23.83

**SEASIDE & SMITH, INC.**  
 1000 10th Avenue  
 New York, N.Y. 10018  
 B-23.83

1" = 50'



PT	NORTH	EAST
25	405.41	3345.22
26	405.41	3345.22
27	407.18	3345.22
28	407.18	3345.22
29	407.18	3345.22
30	407.18	3345.22
31	407.18	3345.22
32	407.18	3345.22
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34	407.18	3345.22
35	407.18	3345.22
36	407.18	3345.22



GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
(\*) INDICATES STEEL GAN  
PK INDICATES PARKING

KING'S COVE		SITE PLAN		PARCEL - 3
<p>THIS PLAN IS THE PROPERTY OF BARRETT &amp; SMITH, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BARRETT &amp; SMITH, INC.</p>				<p>BARRETT &amp; SMITH, INC. 1111 Hennepin Avenue Minneapolis, MN 55403 Tel: 612-338-1111 Fax: 612-338-1112</p>
<p>DATE: 11-12-1993 SCALE: 1" = 50'</p>		<p>PROJECT NO.: 1111 SHEET NO.: 3</p>		

# AMENDMENT TO OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148 EXHIBIT B TO THE MASTER DEED OF KING'S COVE

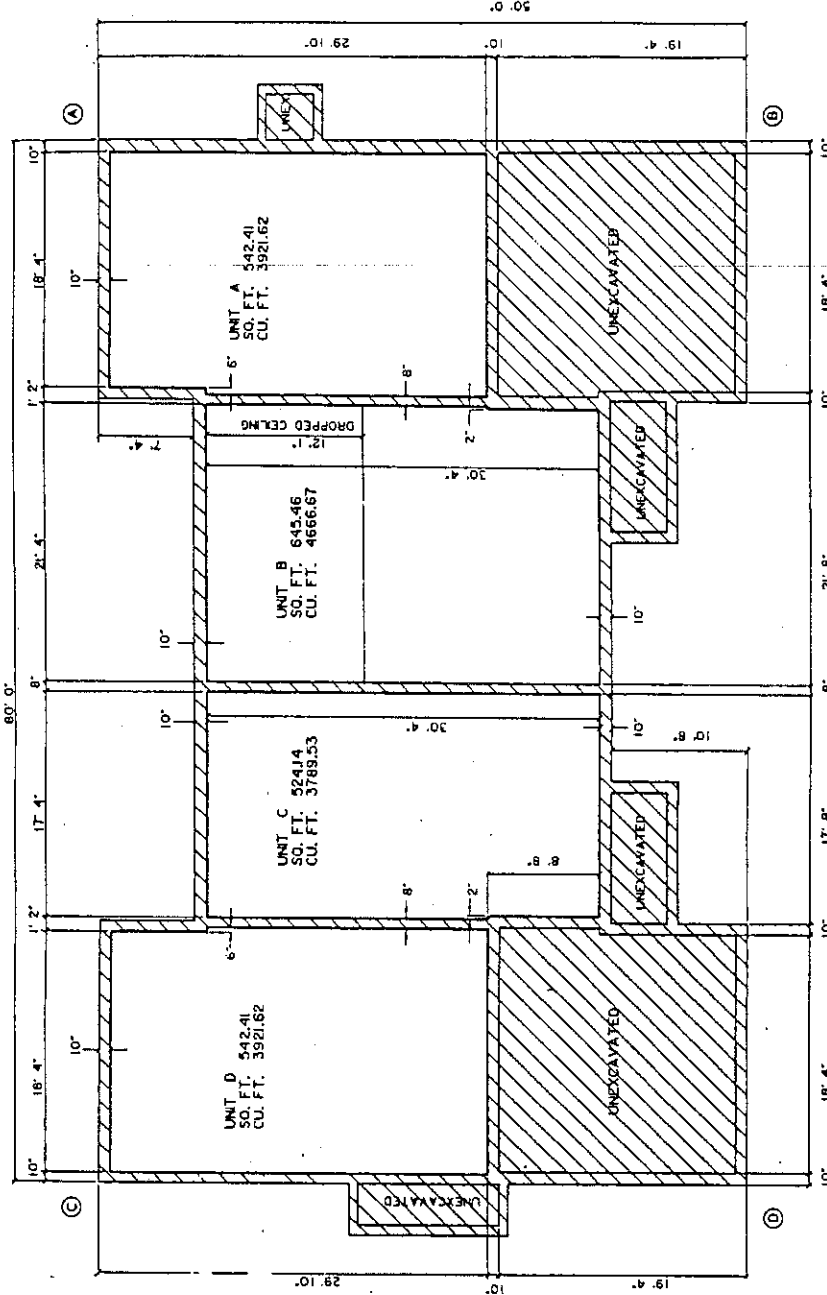
AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER  
HOMAC INCORPORATED  
600 MICHIGAN BUILDING  
DETROIT, MICHIGAN 48226

ENGINEER  
BASNEY & SMITH, INC.  
15126 BEECH DALY RD  
REDFORD TWP., MICHIGAN 48235

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144.6, 144.7, 144.8, 144.9, 145.0, 145.1, 145.2, 145.3, 145.4, 145.5, 145.6, 145.7, 145.8, 145.9, 146.0, 146.1, 146.2, 146.3, 146.4, 146.5, 146.6, 146.7, 146.8, 146.9, 147.0, 147.1, 147.2, 147.3, 147.4, 147.5, 147.6, 147.7, 147.8, 147.9, 148.0, 148.1, 148.2, 148.3, 148.4, 148.5, 148.6, 148.7, 148.8, 148.9, 149.0, 149.1, 149.2, 149.3, 149.4, 149.5, 149.6, 149.7, 149.8, 149.9, 150.0, 150.1, 150.2, 150.3, 150.4, 150.5, 150.6, 150.7, 150.8, 150.9, 151.0, 151.1, 151.2, 151.3, 151.4, 151.5, 151.6, 151.7, 151.8, 151.9, 152.0, 152.1, 152.2, 152.3, 152.4, 152.5, 152.6, 152.7, 152.8, 152.9, 153.0, 153.1, 153.2, 153.3, 153.4, 153.5, 153.6, 153.7, 153.8, 153.9, 154.0, 154.1, 154.2, 154.3, 154.4, 154.5, 154.6, 154.7, 154.8, 154.9, 155.0, 155.1, 155.2, 155.3, 155.4, 155.5, 155.6, 155.7, 155.8, 155.9, 156.0, 156.1, 156.2, 156.3, 156.4, 156.5, 156.6, 156.7, 156.8, 156.9, 157.0, 157.1, 157.2, 157.3, 157.4, 157.5, 157.6, 157.7, 157.8, 157.9, 158.0, 158.1, 158.2, 158.3, 158.4, 158.5, 158.6, 158.7, 158.8, 158.9, 159.0, 159.1, 159.2, 159.3, 159.4, 159.5, 159.6, 159.7, 159.8, 1



BASEMENT PLAN

KING'S COVE

BASEMENT PLAN FOR BUILDINGS NO.  
50, 52, 54 & 59

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
LIMITS OF OWNERSHIP

SCALE  
0 2 4

BLDG. NO.	UNIT			
	D	C	B	A
50	276	278	277	279
52	284	286	285	287
54	292	294	293	295
59	320	322	321	323

BLDG. NO.	POINT	NORTH	EAST	BEARING FROM A	TO B
50	A	3979.19	3325.60	5.71°41'03"W.	
52	C	3645.63	3389.23	5.12°11'17"	
54	A	3929.59	3204.74	5.53°38'28"W.	
59	O	407.25	308.15	14.41°30'00"W.	

PROPOSED  
BASNET & SMITH, INC.  
DATE: 12/1/83  
BY: J.C.M.  
CHECKED: J.C.M.  
SCALE: 1/8" = 1'-0"  
SHEET: 15 OF 15

STATE OF MICHIGAN       )  
                                  )   SS.  
COUNTY OF                )

The foregoing Thirteenth Amendment to Master Deed of King's Cove was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, by \_\_\_\_\_ of KING'S COVE ASSOCIATION, a Michigan non-profit corporation, on behalf of the corporation and pursuant to the authority of its Board of Directors.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

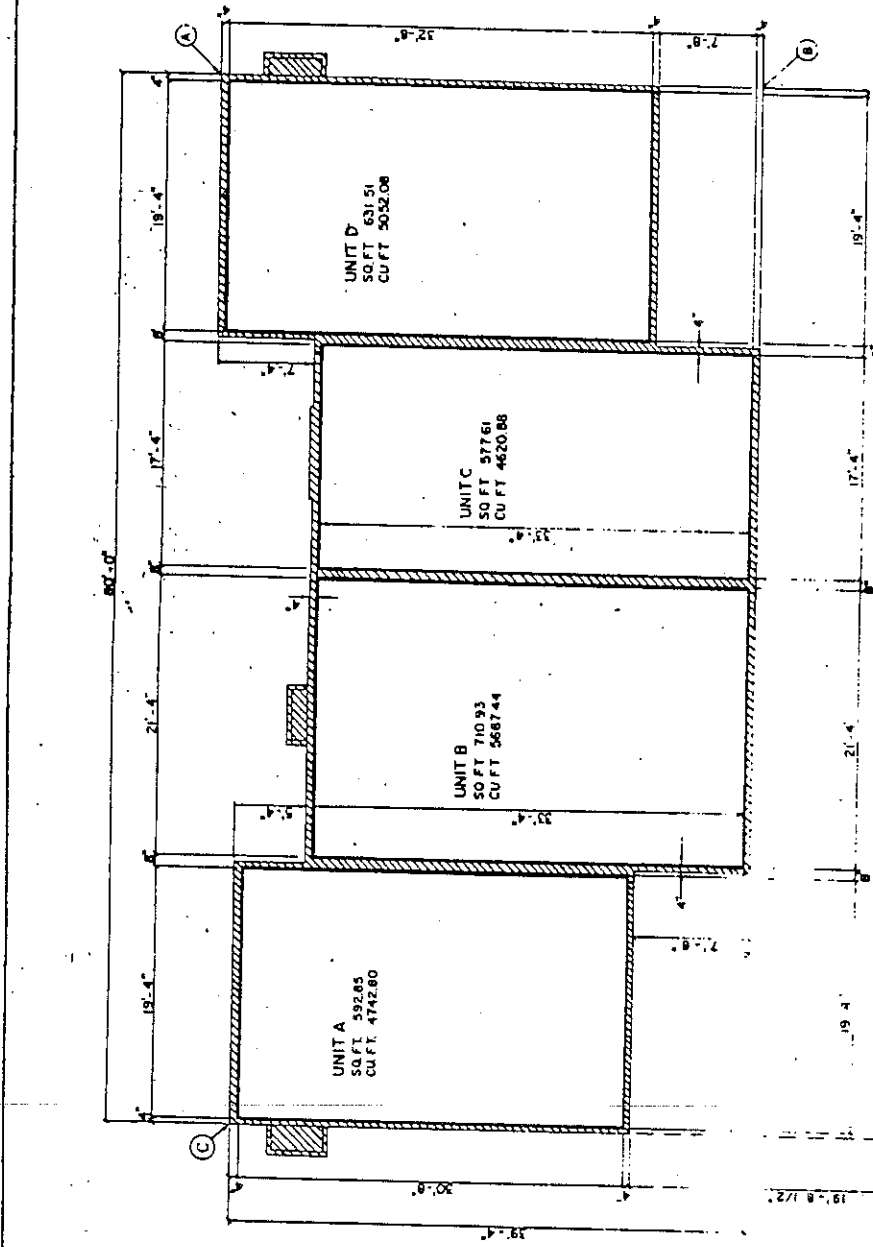
*Thirteenth Amendment to Master Deed drafted by:*

Essel W. Bailey, Jr.  
Dykema, Gossett, Spencer, Goodnow & Trigg  
300 Federal Center Building  
206 South Fifth Avenue  
Ann Arbor, Michigan 48104

*When recorded, return to drafter*



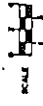
BLDG NO.	POINT	NORTH	EAST	BEARING	FROM (A)	TO (B)
68 D	404.44	2673.94	582°32'49"W			
76 B	3439.72	3025.98	557°43'49"W			
3 B	3211.11	3191.73	N 22°20'00"E			
46 D	4213.84	3285.79	S 76°00'00"W			
60 A	4104.29	2935.00	S 39°45'00"E			
62 C	4410.92	2871.49	S 41°15'00"W			
63 A	4294.52	2775.14	N 41°15'00"E			
64 C	4069.62	2779.38	S 69°00'00"E			
81 C	3500.72	3258.65	S 31°30'00"W			
82 C	3374.76	3176.29	S 48°15'00"W			



BLDG NO.	UNIT			
	A	B	C	D
64	340	341	342	343
81	356	357	358	359
82	360	361	362	363
34	380	381	382	383
5	388	389	390	391
6	392	393	394	395
7	396	397	398	399

BLDG NO.	UNIT			
	A	B	C	D
68	224	225	226	227
76	244	245	246	247
3	364	365	366	367
46	308	309	310	311
60	324	325	326	327
62	332	333	334	335
63	336	337	338	339

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT



SECOND FLOOR PLAN

KINGS COVE

SECOND FLOOR PLAN FOR  
BLDG'S - 68, 76, 3,  
46, 60, 62, 63, 64, 81, 82,  
3, 5, 6, 7  
PROPOSED  
JULY 1984  
JULY 1984



42

78 degrees 00 minutes 00 seconds East 260.00 feet; thence South 21 degrees 04 minutes 00 seconds East 128.50 feet; thence South 19 degrees 46 minutes 14 seconds East 180.40 feet to the point of beginning. Subject to easements of record.

2. Ninth Amended Article V-C of said Master Deed of King's Cove as set forth below, shall replace and supersede Eighth Amended Article V-C of the Master Deed as recorded; and the Eighth Amended Article V-C shall be of no further force or effect.

# NINTH AMENDED ARTICLE V-C OF THE MASTER DEED OF KING'S COVE

## ARTICLE V

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

Apartment Number	Percentage of Value Assigned	Apartment Number	Percentage of Value Assigned
1	.2467	43	.3145
2	.2602	44	.2602
3	.2260	45	.2945
4	.2602	46	.3145
5	.2467	47	.3145
6	.2602	48	.2602
7	.2260	49	.2467
8	.2602	50	.2602
9	.2467	51	.2260
10	.2602	52	.2602
11	.2260	53	.2467
12	.2602	54	.2602
13	.2467	55	.2260
14	.2602	56	.2602
15	.2260	57	.2945
16	.2602	58	.3145
17	.2945	59	.3145
18	.3145	60	.2602
19	.3145	61	.2945
20	.2602	62	.3145
21	.2945	63	.3145
22	.3145	64	.2602
23	.3145	65	.2945
24	.2602	66	.3145
25	.2945	67	.3145
26	.3145	68	.2602
27	.3145	69	.2945
28	.2602	70	.3145
29	.2945	71	.3145
30	.3145	72	.2602
31	.3145	73	.2467
32	.2602	74	.2602
33	.2467	75	.2260
34	.2602	76	.2602
35	.2260	77	.2945
36	.2602	78	.2945
37	.2467	79	.2793
38	.2602	80	.2945
39	.2260	81	.2945
40	.2602	82	.2793
41	.2945	83	.2793
42	.3145	84	.2945

85	.2945	149	.2602
86	.2793	150	.2260
87	.2945	151	.2602
88	.2945	152	.2467
89	.2793	153	.2602
90	.2945	154	.2260
91	.2945	155	.2602
92	.2945	156	.2467
93	.2945	157	.2602
94	.2793	158	.2260
95	.2945	159	.2602
96	.2945	160	.2467
97	.2793	161	.2602
98	.2793	162	.2260
99	.2945	163	.2602
100	.2945	164	.2467
101	.2467	165	.2602
102	.2602	166	.2260
103	.2260	167	.2602
104	.2602	168	.2945
105	.2945	169	.2945
106	.2945	170	.2602
107	.2602	171	.2945
108	.2945	172	.2467
109	.2945	173	.2602
110	.2945	174	.2260
111	.2793	175	.2602
112	.2945	176	.2467
113	.2945	177	.2602
114	.2793	178	.2260
115	.2945	179	.2602
116	.2945	180	.2945
117	.2793	181	.2945
118	.2945	182	.2602
119	.2945	183	.2945
120	.2793	184	.2467
121	.2945	185	.2602
122	.2945	186	.2260
123	.2793	187	.2602
124	.2945	188	.2945
125	.2945	189	.3145
126	.2793	190	.3145
127	.2467	191	.2602
128	.2602	192	.2945
129	.2260	193	.2945
130	.2602	194	.2602
131	.2945	195	.2945
132	.2945	196	.2467
133	.2793	197	.2602
134	.2945	198	.2260
135	.2945	199	.2602
136	.2793	200	.2945
137	.2945	201	.2945
138	.2945	202	.2602
139	.2793	203	.2945
140	.2467	204	.2467
141	.2602	205	.2602
142	.2260	206	.2260
143	.2602	207	.2602
144	.2945	208	.2467
145	.2602	209	.2602
146	.2945	210	.2260
147	.2945	211	.2602
148	.2467	212	.2467

213	.2602	277	.2945
214	.2260	278	.2602
215	.2602	279	.2945
216	.2945	280	.2467
217	.2945	281	.2602
218	.2602	282	.2260
219	.2945	283	.2602
220	.2467	284	.2945
221	.2602	285	.2945
222	.2260	286	.2602
223	.2602	287	.2945
224	.2945	288	.2467
225	.2945	289	.2602
226	.2602	290	.2260
227	.2945	291	.2602
228	.2945	292	.2945
229	.2945	293	.2945
230	.2602	294	.2602
231	.2945	295	.2945
232	.2467	296	.2467
233	.2602	297	.2602
234	.2260	298	.2260
235	.2602	299	.2602
236	.2467	300	.2602
237	.2602	301	.2260
238	.2260	302	.2602
239	.2602	303	.2467
240	.2467	304	.2602
241	.2602	305	.2260
242	.2260	306	.2602
243	.2602	307	.2467
244	.2945	308	.2945
245	.2945	309	.2945
246	.2602	310	.2602
247	.2945	311	.2945
248	.2467	312	.2467
249	.2602	313	.2602
250	.2260	314	.2260
251	.2602	315	.2602
252	.2467	316	.2602
253	.2602	317	.2260
254	.2260	318	.2602
255	.2602	319	.2467
256	.2467	320	.2945
257	.2602	321	.2945
258	.2260	322	.2602
259	.2602	323	.2945
260	.2467	324	.2945
261	.2602	325	.2945
262	.2260	326	.2602
263	.2602	327	.2945
264	.2467	328	.2602
265	.2602	329	.2260
266	.2260	330	.2602
267	.2602	331	.2467
268	.2467	332	.2945
269	.2602	333	.2945
270	.2260	334	.2602
271	.2602	335	.2945
272	.2945	336	.2945
273	.3145	337	.2945
274	.3145	338	.2602
275	.2602	339	.2945
276	.2945	340	.2945

341	.2945	357	.2945
342	.2602	358	.2602
343	.2945	359	.2945
344	.2467	360	.2945
345	.2602	361	.2945
346	.2260	362	.2602
347	.2602	363	.2945
348	.2602	364	.2945
349	.2260	365	.2945
350	.2602	366	.2602
351	.2467	367	.2945
352	.2602	368	.2467
353	.3145	369	.2602
354	.3144	370	.2260
355	.2945	371	.2602
356	.2945		

3. Amended Sheets 1, 1A, 1B, 2D, 2E, 3D, 4D, 5 through 9, 15 through 23, 33, 34, and 40 through 42 of the Condominium Subdivision Plan of King's Cove as attached hereto shall replace and supersede Sheets 1, 1A, 1B, 2D, 2E, 3D, 4D, 5 through 9, 15 through 23, 33, 34 and 40 through 42 of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 1A, 1B, 2D, 2E, 3D, 4D, 5 through 9, 15 through 23, 33, 34 and 40 through 42 shall be of no further force or effect. The legal description of the condominium premises contained on said Amended Sheet 1 shall be of no further force or effect. The legal description of the condominium premises contained on said Amended Sheet 1B shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

4. Sheets 2G, 3F and 4F of the Condominium Subdivision Plan of King's Cove as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of King's Cove, as amended.

5. Article VII of the Master Deed shall be amended by addition of the following provision thereto:

As of the date this Master Deed is recorded, Developer intends to establish a condominium project consisting of approximately 500 apartments on the land described in Articles II and VII hereof. Developer reserves the right, however, to establish a condominium project consisting of fewer apartments than described above. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of apartments in this Condominium Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than August 1, 1980 be reduced to any number determined by the Developer in its sole judgment, but in no event shall the number of apartments be less than 315. In connection with such reduction, Developer unconditionally reserves the right to withdraw from the Condominium Project such a portion of the land described in Article II which was added under the Tenth (or subsequent) Amendment to the Master Deed as is not reasonably necessary to provide access to or otherwise serve the apartments included in the Condominium Project as so reduced. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or apartments described in Exhibit "B" attached hereto. The nature and appearance of all such altered buildings and/or apartments shall be determined by Developer in its sole judgment; but, in no event shall such altered buildings and/or apartments deviate substantially from the general development plan approved by the Township of Avon. Such reduction in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various units. Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the buildings and apartments in the Condominium Project as so reduced. All of the co-owners and mortgagees of apartments and other persons interested or to become interested in the project from time to time shall

TWELFTH AMENDMENT TO MASTER DEED OF  
KING'S COVE

Barnes Mortgage Investment Trust, a Massachusetts business trust, being the developer of King's Cove, a condominium project established pursuant to the Master Deed thereof, recorded on September 4, 1973, in Liber 6161, Pages 281 through 330, and First through Eleventh Amendments thereof, recorded in Liber 6290, Pages 845 through 880; Liber 6377, Pages 88 through 117; Liber 6429, Pages 839 through 868; Liber 6445, Pages 46 through 64; Liber 6503, Pages 152 through 188; Liber 6651, Page 690; Liber 6837, Pages 344 through 370; Liber 7082, Pages 239 through 260; and Liber 7175, Pages 448 through 475; Liber 7341, Pages 322 through 356, and ~~Liber 7394~~, Page ~~839~~; respectively, Oakland County Records, and known as Oakland County Subdivision Plan No. 148, hereby amends the Master Deed of King's Cove pursuant to the authority reserved in Article VII of said Master Deed for the purposes of correcting the legal description on Sheet 2A and for enlarging the condominium project from 371 units to 399 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit "B" thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

Part of the Southwest 1/4 of Section 3, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West, 923.34 feet and North 26 degrees 04 minutes 02 seconds West 68.00 feet from the South 1/4 corner of Section 3, Town 3 North, Range 11 East, and proceeding thence North 26 degrees 04 minutes 02 seconds West 762.00 feet; thence North 55 degrees 03 minutes 03 seconds East 75.00 feet; thence South 33 degrees 41 minutes 08 seconds East 101.05 feet; thence South 53 degrees 29 minutes 25 seconds East 370.00 feet; thence South 68 degrees 30 minutes 00 seconds East 155.00 feet; thence South 36 degrees 05 minutes 58 seconds East 55.00 feet; thence South 07 degrees 56 minutes 18 seconds West 115.00 feet; thence South 55 degrees 47 minutes 53 seconds West 39.14 feet; thence along a curve to the left radius 202.32 feet, an arc distance of 189.96 feet; thence South 02 degrees 00 minutes 00 seconds West 30.00 feet; thence North 88 degrees 00 minutes 00 seconds West 118.99 feet to the point of beginning. Containing 171,483.2 square feet. Subject to easements of record.

AND ALSO, a part of the Southwest 1/4 of Section 3, Town 3 North, Range 11 East, Avon Township, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minutes 12 seconds East 60.00 feet from the South 1/4 corner of Section 3, Town 3 North, Range 11 East and proceeding thence North 88 degrees 00 minutes 00 seconds West 294.37 feet; thence North 02 degrees 00 minutes 00 seconds East 30.00 feet; thence along a curve to the right radius 185.60 feet, an arc distance of 174.27 feet; thence along a curve to the left radius 490.00 feet, an arc distance of 459.92 feet thence North 02 degrees 01 minutes 12 seconds East 113.00 feet; thence along a curve to the left radius 393.00 feet, an arc distance of 313.28 feet; thence N. 38 degrees 43 minutes 51 seconds East 147.95 feet; thence South 66 degrees 36 minutes 08 seconds East 34.75 feet; thence South 29 degrees 15 minutes 55 seconds East 71.11 feet; thence South 45 degrees 24 minutes 26 seconds West 45.22 feet; thence South 03 degrees 46 minutes 44 seconds East, 69.34 feet; thence South 40 degrees 11 minutes 10 seconds East, 90.90 feet; thence South 09 degrees 13 minutes 10 seconds East, 47.22 feet; thence South 40 degrees 22 minutes 20 seconds West 108.73 feet; thence South 02 degrees 01 minutes 12 seconds West 773.50 feet to the point of beginning.

2. Tenth Amended Article V-C of said Master Deed of King's Cove as set forth below, shall replace and supersede Ninth Amended Article V-C of the Master Deed as recorded, and the Ninth Amended Article V-C shall be of no further force or effect.

TENTH AMENDED ARTICLE V-C OF THE MASTER DEED OF  
KING'S COVE

ARTICLE V

- C. Set forth below are:

- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his apartment in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

We, the incorporators, sign our names this 4th day of August, 1972.

/s/ L. David Kellett  
L. David Kellett

/s/ Joseph Baranska  
Joseph Baranska

/s/ Richard S. Crawford  
Richard S. Crawford

STATE OF MICHIGAN           )  
                                  )   SS.  
COUNTY OF Oakland        )

On this 4th day of August, 1973, before me personally appeared L. David Kellett, Joseph Baranska and Richard S. Crawford to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

/s/ Robert L. Nelson

Notary Public, Oakland County, Michigan  
My Commission Expires: October 28, 1975  
Acting in Oakland County

ELEVENTH AMENDMENT TO MASTER DEED OF  
KING'S COVE

Barnes Mortgage Investment Trust, a Massachusetts business trust, being the developer of King's Cove, a condominium project established pursuant to the Master Deed thereof, recorded on September 4, 1973, in Liber 6161, Pages 281 through 330, and First through Tenth Amendments thereof, recorded in Liber 6290, Pages 845 through 880; Liber 6377, Pages 88 through 117; Liber 6429, Pages 839 through 868; Liber 6445, Pages 46 through 64; Liber 6503, Pages 152 through 188; Liber 6651, Page 690; Liber 6837, Pages 344 through 370; Liber 7082, Pages 239 through 260; Liber 7175, Pages 448 through 475; and Liber 7341, Pages 322 through 356, respectively, Oakland County Records, and known as Oakland County Subdivision Plan No. 148, hereby amends the Master Deed of King's Cove pursuant to the authority reserved in Article X of said Master Deed for the purpose of correcting an omission from Article IV, Section A(3). Said Master Deed is amended in the following manner:

1. Article IV of the Master Deed of King's Cove as set forth below is amended by the revision of subparagraph A(3) as follows:

ARTICLE IV

A. The general common elements are:

(3) The gas line network throughout the project, including those contained within unit walls up to the point of connection with gas fixtures within any unit. Natural gas for certain buildings is metered to each such building, and the expense thereof shall be paid in the first instance by the Association and rebilled to each co-owner in such buildings on a pro rata basis computed by dividing each such co-owner's percentage of value by the combined percentages of value for the units in all the buildings so metered and multiplying the resulting percentage times the total gas bills for buildings so metered. Natural gas for the units in certain other buildings is individually metered to each unit and each co-owner in such buildings shall separately pay for his natural gas upon individual billing therefor from the utility company. The purpose of this provision is to clarify the obligation of each co-owner to bear one and only one charge for natural gas attributable to his unit.

In all respects, other than as hereinabove indicated, the original Master Deed of King's Cove as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

It is expressly agreed that the name Barnes Mortgage Investment Trust is the designation of the Trustees under a Declaration of Trust dated October 26, 1972, as amended from time to time. The obligations of the Trust are not personally binding upon, nor shall resort be had to the private property of any of the trustees, shareholders, officers, employees or agents of the Trust, but the Trust property alone shall be bound.

WITNESSES:

BARNES MORTGAGE INVESTMENT TRUST  
a Massachusetts business trust

s/Claudette J. Walle  
Claudette J. Walle

By: s/Mark D. Wiedelman  
Mark D. Wiedelman  
Assistant Vice President

s/Cynthia L. Rogers  
Cynthia L. Rogers

STATE OF MICHIGAN            )  
                                      ) SS.  
COUNTY OF WAYNE            )

The foregoing Eleventh Amendment to Master Deed of King's Cove was acknowledged before me this 7th day of December, 1978, by Mark D. Wiedelman, the Assistant Vice President of BARNES MORTGAGE INVESTMENT TRUST, a Massachusetts business trust, on behalf of the trust.

s/Claudette J. Walle  
Claudette J. Walle  
Notary Public, Macomb County, Michigan  
My commission expires: 2/14/79  
Acting in Wayne

ELEVENTH AMENDMENT TO MASTER DEED DRAFTED BY:  
William T. Myers, of  
Dykema, Gossett, Spencer, Goodnow & Trigg  
35th Floor, 400 Renaissance Center  
Detroit, Michigan 48243  
WHEN RECORDED, RETURN TO DRAFTER.



Corporation & Securities Bureau  
8546 Mercantile Way  
Lansing, Michigan 48909

P.O. Box 30054  
Corporation Division  
General Information  
(517) 373-0493  
Record Information  
(517) 373-0496  
Annual Report  
(517) 373-0488  
Certification & Copies  
(517) 373-2901

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

KEITH MOLIN, Director

P.O. Box 30222  
Enforcement Division  
(517) 374-9428  
Examination Division  
(517) 373-0485  
Condominiums  
(517) 373-8026  
Mobile Homes  
(517) 374-9586

ORDER

APPROVAL OF AMENDMENT TO MASTER DEED

In re: Application of Barnes Mortgage Investment Trust, 100 Federal Street, Boston, MA 02110, Developer, for Approval of Amendment to Master Deed for KING'S COVE CONDOMINIUM--ELEVENTH AMENDMENT, King's Cove Drive, Avon Township, Oakland County, Michigan. (Our File #72-169.)

1. Application having been duly made and examined, and
2. A Certificate of Approval of Master Deed dated 8/27/73; Conditional Permit To Sell dated 9/5/73; Approval of Amended Master Deed/1st Amend. dated 4/11/74 & Permit To Sell dated 5/14/74; Approval of Amended Master Deed/2nd Amend. dated 10/3/74 & Permit To Sell, 10-9-74; Approval of Master Deed/3 Amend., 1/29/75 & Permit To Sell, 2/19/75; Approval of Amend. Master Deed/4 Amend., 3/11/75 & Permit To Sell, 3/27/75; Approval of Amend. Master Deed/5 Amend., 6/30/75 & Permit To Sell, 7/18/75; 6th Amendment to Master Deed, 3/31/76; \*\*\*
3. The developer having petitioned for an Amendment to Master Deed for the purpose of correcting omission.
4. INASMUCH as this Bureau has determined that the proposed amendment is for a proper and stated purpose,
5. THEREFORE, the proposed Amendment to Master Deed for the above named condominium is hereby approved and shall take effect immediately upon recording.

MICHIGAN DEPARTMENT OF COMMERCE  
Keith Molin, Director

By

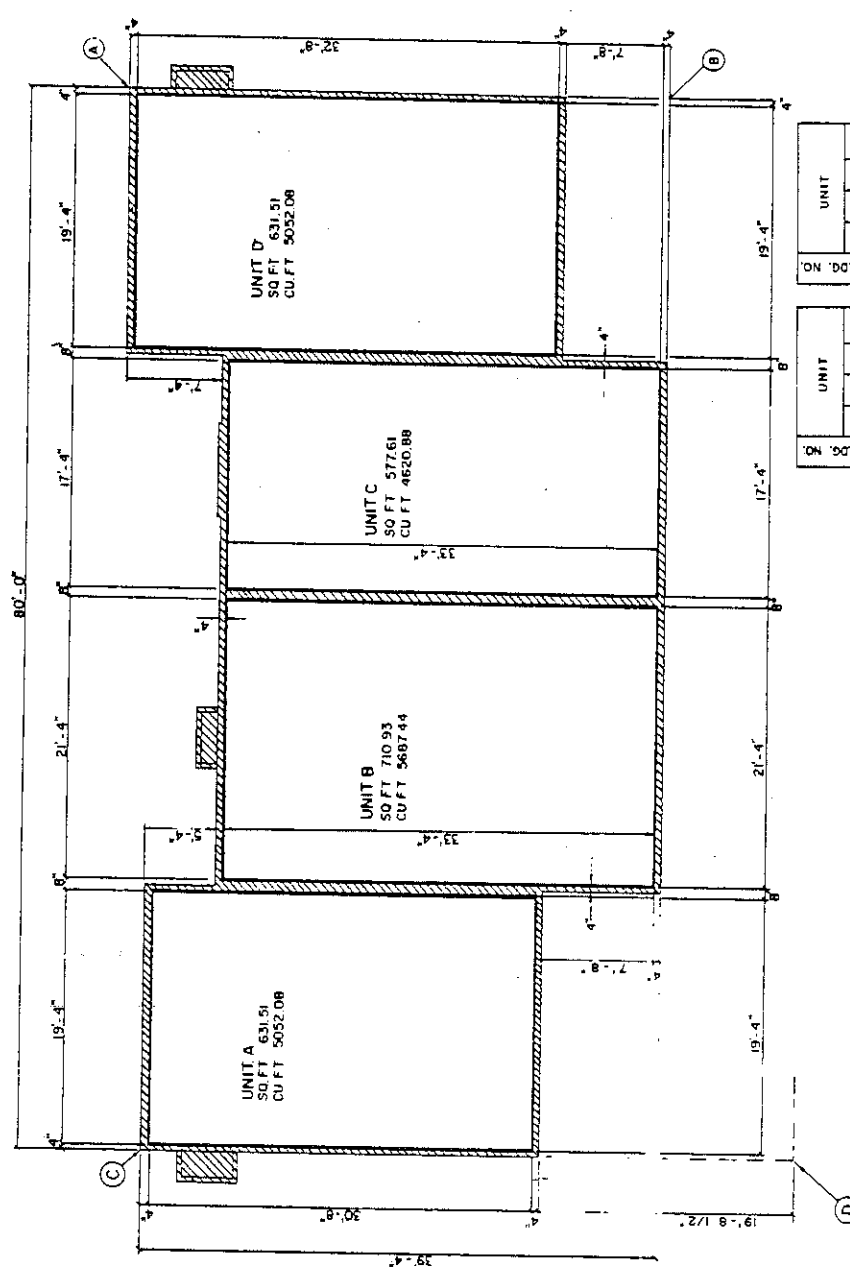
*E. C. Mackey*  
E. C. Mackey, Director  
Corporation & Securities Bureau

Dated: December 11, 1978  
Lansing, Michigan

\*\*\*7th Amend. Master Deed, 1/7/77 & Permit To Sell, 5/23/77; 8th Amend. Master Deed, 9/6/77 & Permit To Sell, 12/5/77; 9th Amend. Master Deed, 3/13/78 & Permit To Sell, 4/19/78; and 10th Amend. Master Deed, 9/29/78 & Permit To Sell, 10/16/78.



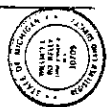
BLDG NO.	POINT	NORTH	EAST	BEARING	TO FROM (10)
68 D	4044.44	2673.94	582°52'49"W		
76 B	3459.72	3125.58	557°43'49"W		
50 A	3979.19	3325.60	57°47'03"W		
52 C	3645.65	3319.23	5°43'19"40"E		
54 A	3929.59	3204.74	5°55'58'28"W		
3 B	3211.11	3191.73	N 22°20'00"E		
46 D	4213.84	3285.79	576°00'00"W		
59 D	4017.25	3018.15	N 41°30'00"W		
80 A	4104.29	2955.00	S 39°45'00"E		
62 C	4410.92	2871.49	S 41°15'00"W		
63 A	4294.82	2775.14	N 41°15'00"E		
64 C	4069.62	2779.38	S 69°00'00"E		
81 C	3300.72	3258.65	S 31°30'00"W		
82 C	3374.76	3176.29	S 48°15'00"W		



APPROVED  
SEPT 18 1988  
MAYOR'S OFFICE  
CITY OF NEW YORK  
DEPARTMENT OF CITY PLANNING

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

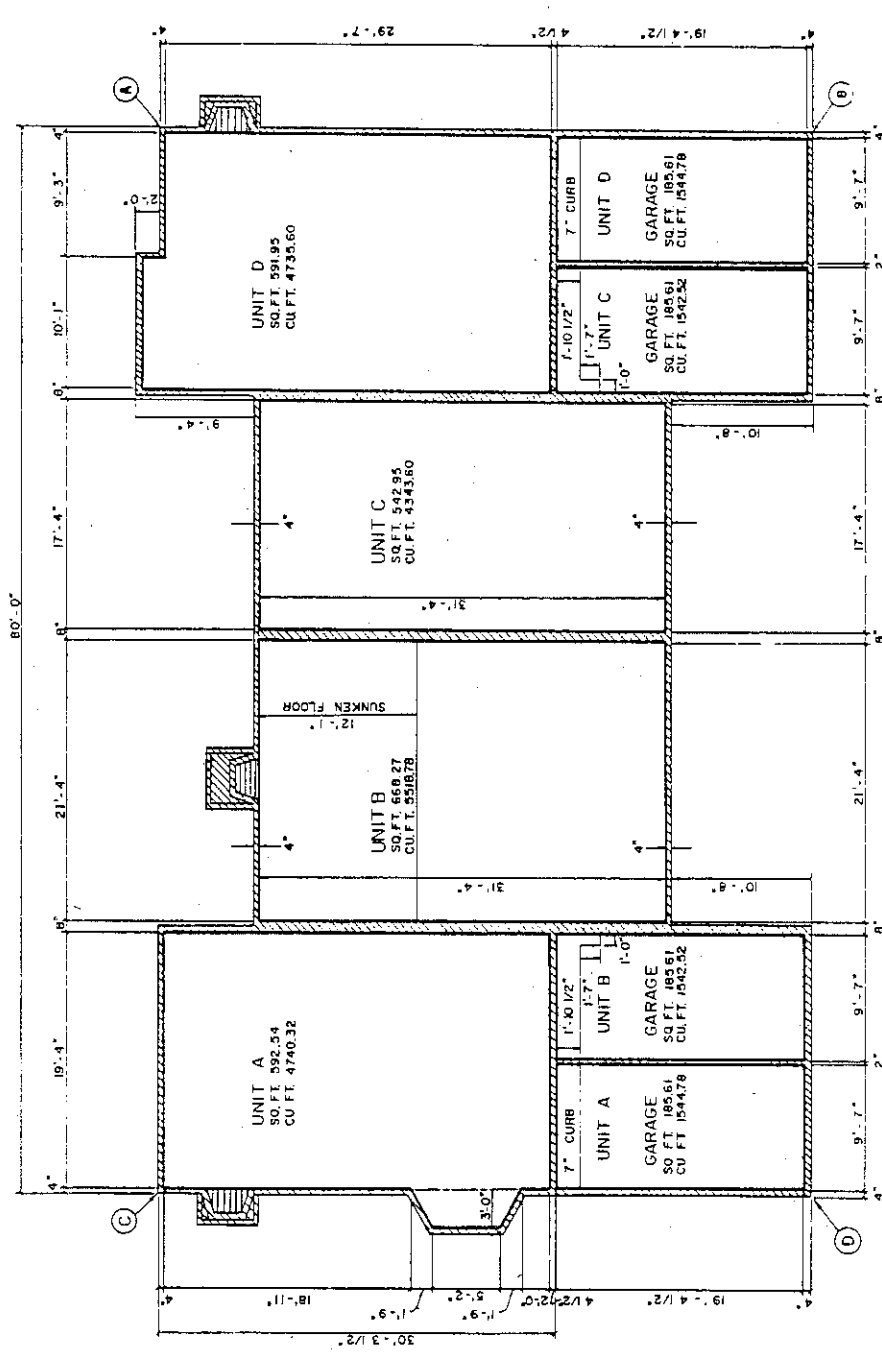
KING'S COVE  
SECOND FLOOR PLAN FOR  
BLDG'S - 68, 76, 50, 52, 4, 3,  
46, 59, 60, 62, 63, 64, 81, 82



BLDG NO.	UNIT			
	A	B	C	D
68	224	225	226	227
76	244	245	246	247
50	276	277	278	279
52	284	285	286	287
54	292	293	294	295
3	364	365	366	367
46	308	309	310	311
59	320	321	322	323
60	324	325	326	327
62	332	333	334	335
63	336	337	338	339

BLDG NO.	UNIT			
	A	B	C	D
64	340	341	342	343
81	356	357	358	359
82	360	361	362	363

SECOND FLOOR PLAN



BLDG NO	POINT	NORTH	EAST	BEARING	TO FROM
68	D	4044.44	2673.94	S 82° 52' 49" W	
76	B	3439.72	3125.58	S 57° 41' 48" W	
50	A	3979.19	3325.60	S 71° 10' 03" W	
52	C	3645.65	3319.23	S 43° 19' 40" E	
54	A	3929.59	3204.74	S 55° 56' 28" W	
3	B	3211.11	3191.73	N 22° 20' 00" E	
46	D	4213.84	3265.79	S 76° 00' 00" W	
59	D	4017.25	3018.15	N 47° 30' 00" W	
60	A	4104.29	2955.00	S 39° 44' 00" E	
62	C	4410.92	2871.47	S 41° 15' 30" W	
63	A	4294.52	2775.14	N 41° 15' 00" E	
64	C	4066.62	2779.38	S 18° 00' 00" E	
81	C	3300.72	3258.65	S 13° 30' 00" W	
82	C	3374.76	3176.29	S 49° 15' 30" W	

APPROVED  
SEP 13 1978  
MORRIS B. KALIN  
OF ENGINEERS  
CONSTRUCTION DIVISION

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
UNITED COMMON ELEMENT

KING'S COVE  
FIRST FLOOR PLAN FOR  
BLDG - 68, 76, 50, 52, 54, 3, 46,  
59, 60, 62, 63, 64, 81, 82



ON	UNIT				UNIT	UNIT			
	A	B	C	D		A	B	C	D
68	224	225	226	227	68	224	225	226	227
76	244	245	246	247	76	244	245	246	247
50	276	277	278	279	50	276	277	278	279
52	284	285	286	287	52	284	285	286	287
54	292	293	294	295	54	292	293	294	295
3	364	365	366	367	3	364	365	366	367
46	308	309	310	311	46	308	309	310	311
59	320	321	322	323	59	320	321	322	323
60	324	325	326	327	60	324	325	326	327
62	332	333	334	335	62	332	333	334	335

FIRST FLOOR PLAN



Lansing, Michigan

*To All To Whom These Presents Shall Come:*

I, Richard K. Helmbrecht *Director, Michigan Department of Commerce,*  
*Do Hereby Certify That Articles of Incorporation of* \_\_\_\_\_

KING'S COVE ASSOCIATION

*were duly filed in this office on the* 10th *day of* August, 19 72,  
*in conformity with Act 327, Public Acts of 1931, as amended.*

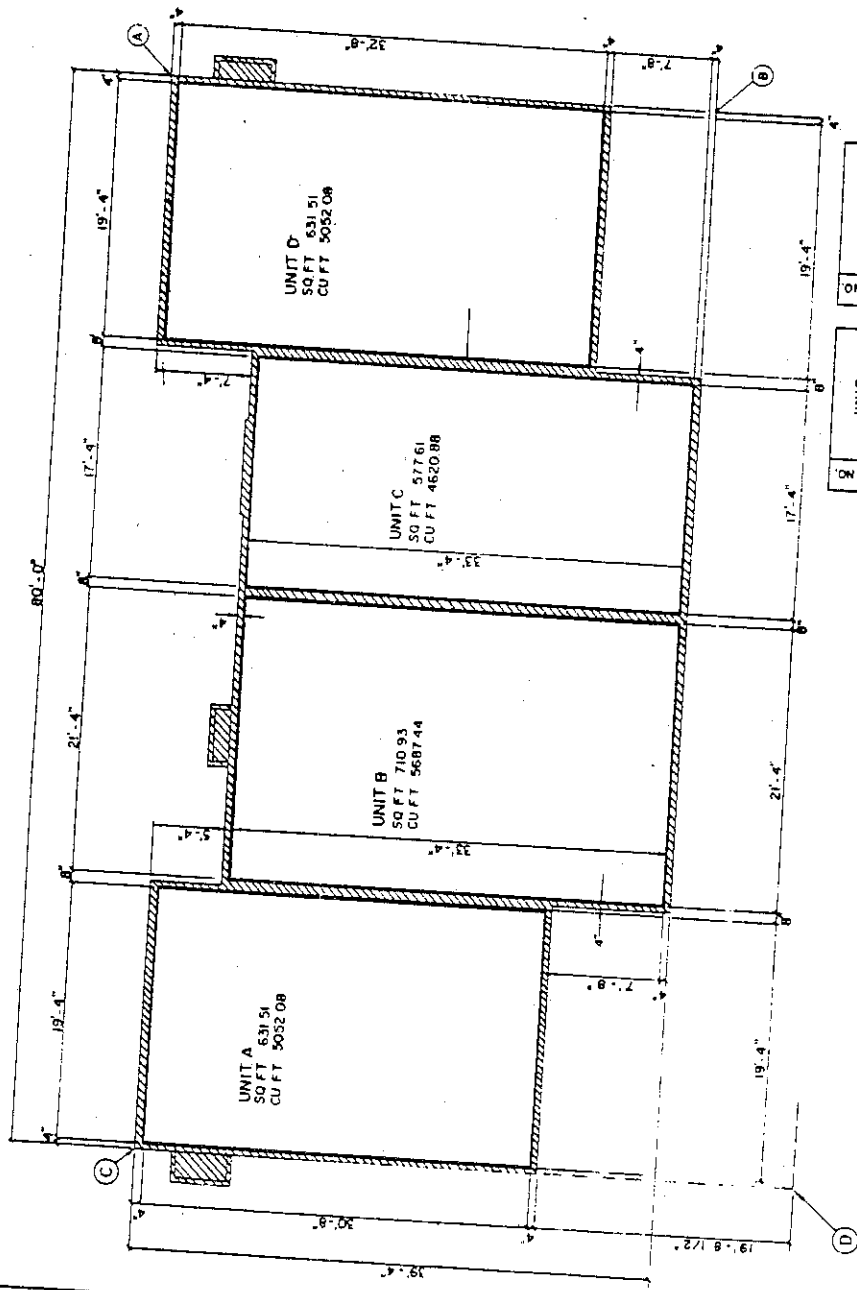
*In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this* 10th *day*  
*of* August, 19 72.

*Richard K. Helmbrecht*

DIRECTOR

*Director*

BLDG. NO.	POINT	NORTH	EAST	BEARING	FROM (A)	TO (B)
68	D	4044.44	2873.94	S 82° 52' 48" W		
76	B	3439.72	3025.38	S 37° 43' 49" W		
50	A	3979.19	3325.60	S 71° 41' 03" W		
52	C	3645.65	3319.23	S 43° 19' 40" E		
54	A	3929.59	3204.74	S 53° 58' 28" W		
3	B	3211.11	3191.73	N 22° 20' 00" E		
46	D	4213.84	3285.79	S 76° 00' 00" W		
59	D	4017.23	3018.15	N 41° 30' 00" W		
60	A	4104.29	2955.00	S 39° 45' 00" E		
62	C	4410.32	2871.49	S 41° 15' 00" W		
63	A	4294.32	2775.14	N 41° 15' 00" E		
64	C	4069.62	2779.38	S 69° 00' 00" E		
81	C	3300.72	3258.65	S 31° 30' 00" W		
82	C	3374.76	3176.29	S 49° 15' 00" W		



BLDG. NO.	UNIT			
	A	B	C	D
64	340	341	342	343
81	350	357	358	359
82	360	361	362	363
34	380	381	382	383
5	398	399	390	391
6	392	393	394	395
7	396	397	398	399

BLDG. NO.	UNIT			
	A	B	C	D
68	224	225	226	227
76	244	245	246	247
50	276	277	278	279
52	284	285	286	287
54	292	293	294	295
3	364	365	366	367
46	308	309	310	311
59	320	321	322	323
60	324	325	326	327
62	332	333	334	335
63	336	337	338	339

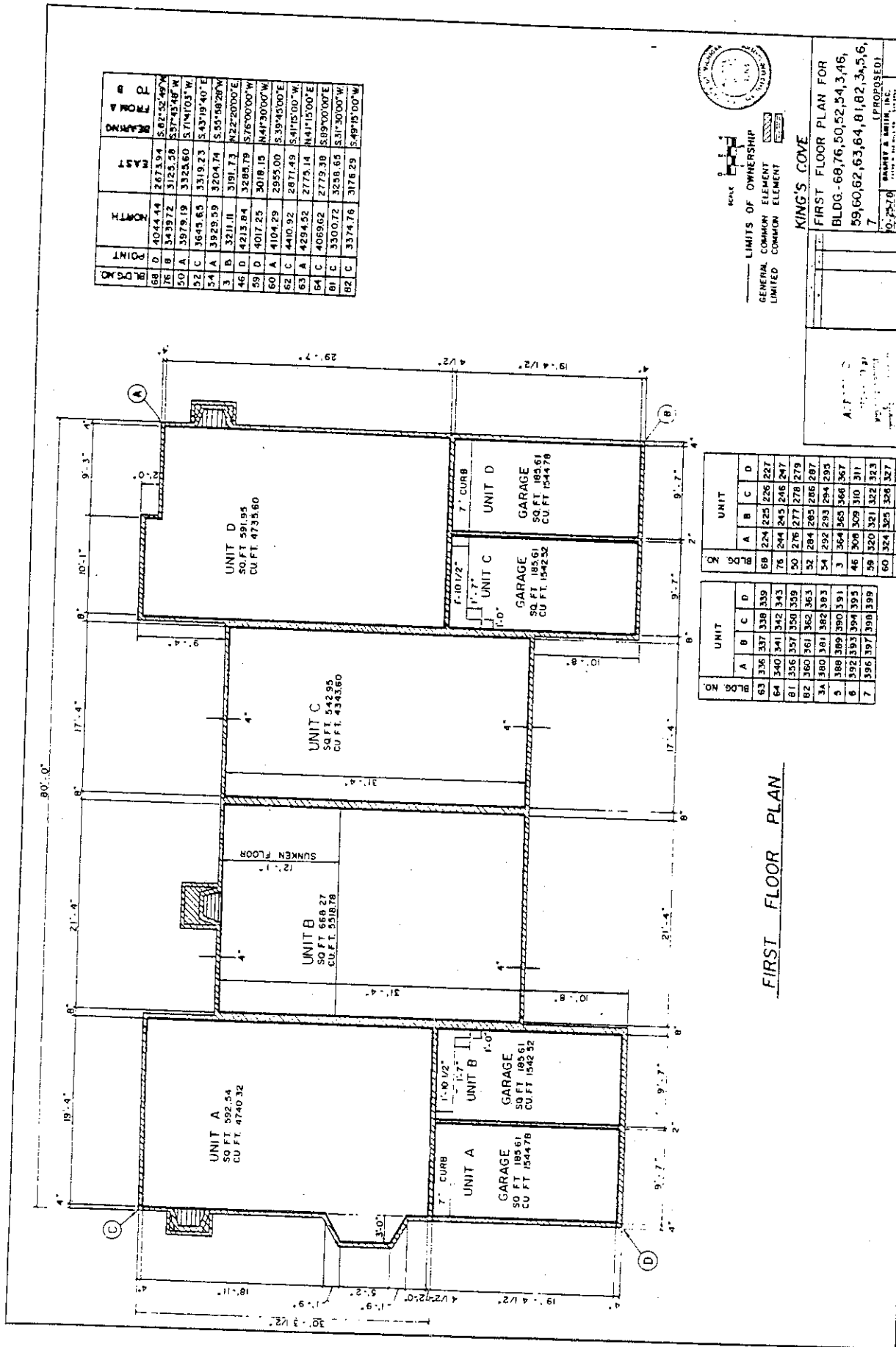
SECOND FLOOR PLAN

LIMITS OF OWNERSHIP  
GENERAL  
LIMITED  
COMMON ELEMENT

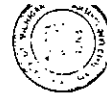


KINGS COVE  
SECOND FLOOR PLAN FOR  
BLDG'S - 68, 76, 50, 52, 54, 3,  
46, 59, 60, 62, 63, 64, 81, 82,  
34, 5, 6, 7  
(PROPOSED)  
J. R. B. & SONS, INC.  
112-113 1st Ave. S.E.  
Atlanta, Georgia 30316

PS



BLOS. NO.	POINT	NORTH	EAST	BEARING	FROM A	TO B
68 D	4044.44	2673.94	582'52.49"			
76 B	3439.72	3125.38	537'43.48"			
50 A	3979.19	3325.60	57'41'03"			
52 C	3643.65	3319.23	543'19'40"			
54 A	3929.59	3204.74	535'58'26"			
3 B	3211.11	3191.73	422'20'00"			
46 D	4213.84	3288.79	575'00'00"			
59 D	4017.25	3078.15	444'30'00"			
60 A	4104.29	2955.00	539'43'00"			
62 C	4410.92	2871.49	541'51'00"			
63 A	4254.52	2775.14	441'50'00"			
64 C	4089.62	2775.38	509'00'00"			
81 C	3300.72	3258.65	531'30'00"			
82 C	3374.76	3178.29	549'15'00"			



LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
UNITED COMMON ELEMENT

KING'S COVE

FIRST FLOOR PLAN FOR

BLDG. 68,76,50,52,54,3,46,

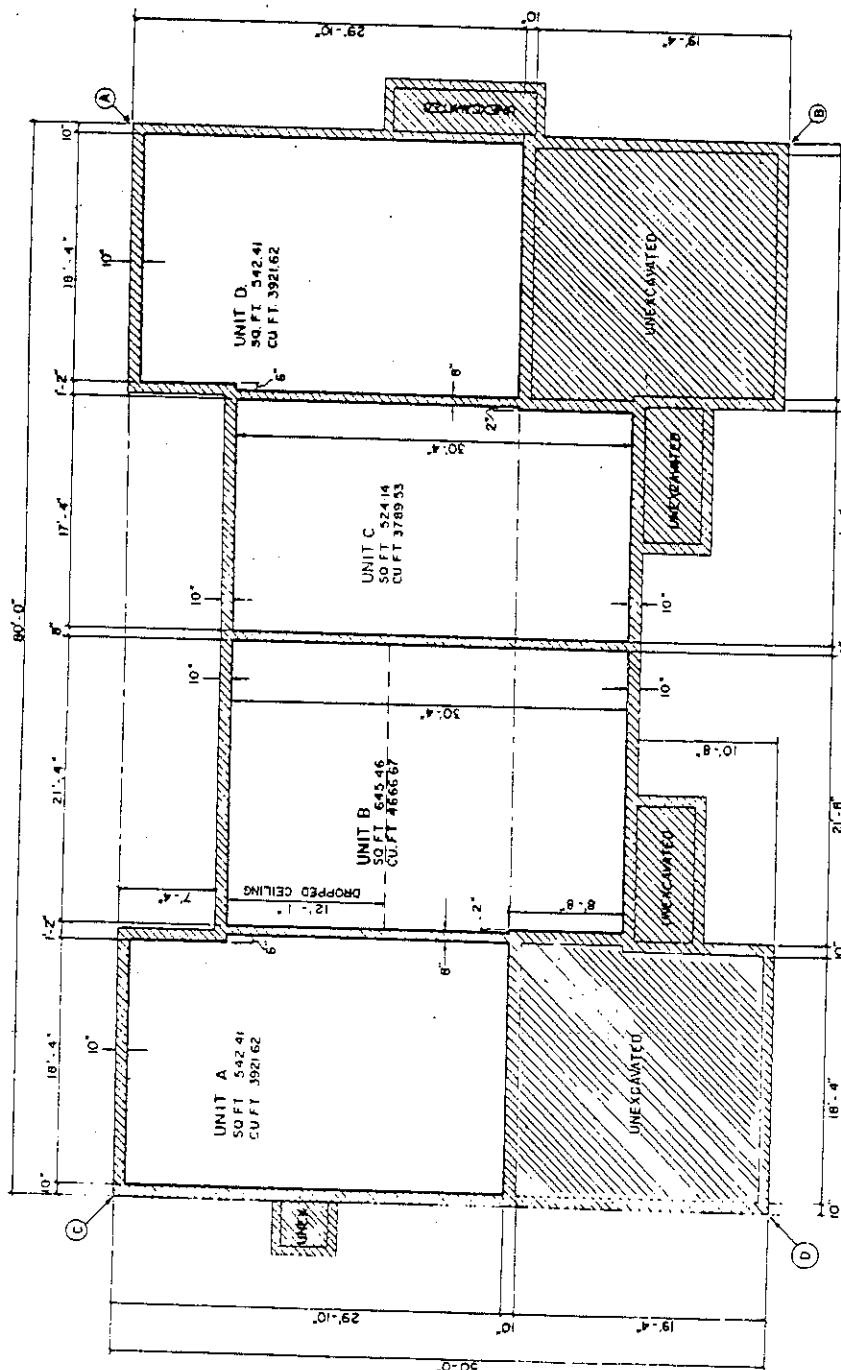
59,60,62,63,64,81,82,3,5,6,

7 (PROPOSED)

SHAW & SMITH, INC.  
1111 11th St. N.  
St. Petersburg, FL 33704

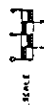
BLOS. NO.	UNIT				BLOS. NO.	UNIT			
	A	B	C	D		A	B	C	D
63	336	337	338	339	68	224	225	226	227
64	340	341	342	343	76	244	245	246	247
81	356	357	358	359	50	276	277	278	279
82	360	361	362	363	52	284	285	286	287
34	300	301	302	303	54	292	293	294	295
5	388	389	390	391	3	364	365	366	367
6	392	393	394	395	46	308	309	310	311
7	396	397	398	399	59	320	321	322	323
					60	324	325	326	327
					62	332	333	334	335

FIRST FLOOR PLAN



B.D.G. NO.	POINT	NORTH	EAST	BEARING	FROM (A)	TO (B)
69	D	40°44.4	28°27.84	N 44°44'44" E	M 44°44'44" E	M 44°44'44" E
76	B	34°59.7	31°22.38	N 34°59'7" E	M 34°59'7" E	M 34°59'7" E
50	A	37°9.19	33°23.60	N 37°9'19" E	M 37°9'19" E	M 37°9'19" E
52	C	36°45.65	31°02.3	N 36°45'65" E	M 36°45'65" E	M 36°45'65" E
54	A	32°9.59	32°04.74	N 32°9'59" E	M 32°9'59" E	M 32°9'59" E
3	B	32°11	31°91.73	N 32°11'00" E	M 32°11'00" E	M 32°11'00" E
46	D	42°13.64	32°83.79	N 42°13'64" E	M 42°13'64" E	M 42°13'64" E
59	A	40°17.25	30°18.15	N 40°17'25" E	M 40°17'25" E	M 40°17'25" E
60	A	41°04.29	29°55.00	N 41°04'29" E	M 41°04'29" E	M 41°04'29" E
62	C	44°10.92	28°71.49	N 44°10'92" E	M 44°10'92" E	M 44°10'92" E
63	A	42°94.52	27°75.14	N 42°94'52" E	M 42°94'52" E	M 42°94'52" E
64	A	40°59.62	27°29.38	N 40°59'62" E	M 40°59'62" E	M 40°59'62" E
81	C	33°00.72	32°58.65	N 33°00'72" E	M 33°00'72" E	M 33°00'72" E
82	C	33°47.76	31°76.29	N 33°47'76" E	M 33°47'76" E	M 33°47'76" E

GENERAL LIMITED -	COMMON ELEMENT	COMMON ELEMENT	LIMITS OF OWNERSHIP
1	2	3	4



KING'S COVE

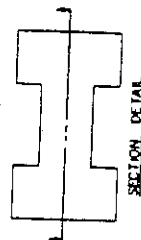
BASEMENT PLAN FOR  
BLDG. -68,76,50,52,54,3,46,  
59,60,62,63,64,81,82,3A,5,  
6,7 (PROPOSED)

Q. No.	UNIT			
	A	B	C	D
68	224	225	226	227
76	244	245	246	247
50	276	277	278	279
52	284	285	286	287
54	292	293	294	295
3	364	365	366	367
46	308	309	310	311
59	320	321	322	323
60	324	325	326	327
62	332	333	334	335

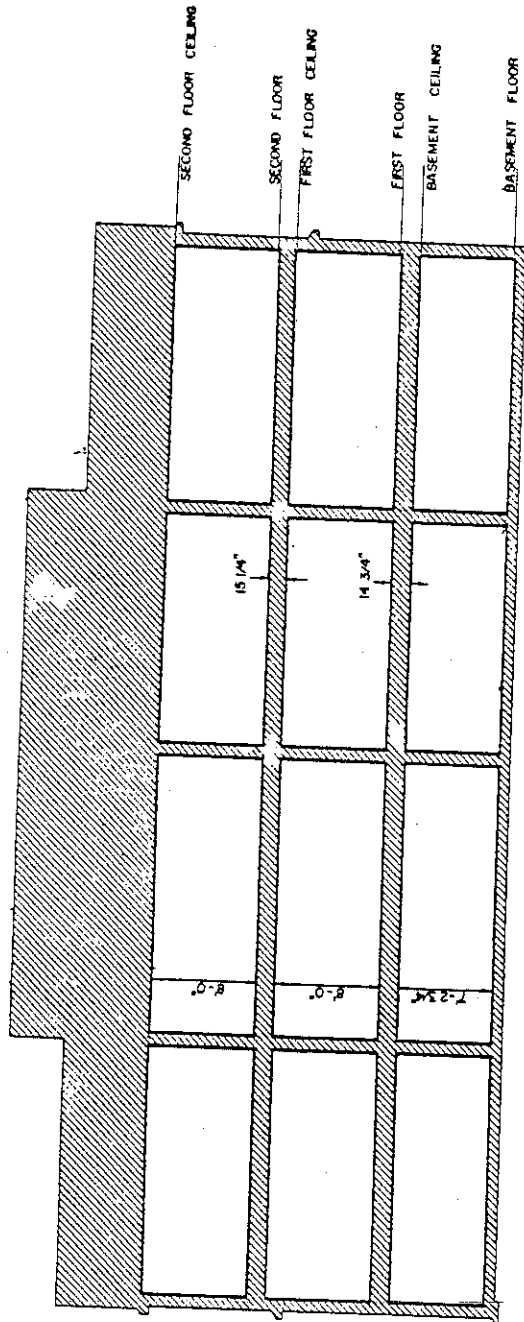
Q. NO.	UNIT			
	A	B	C	D
63	336	337	338	339
64	340	341	342	343
65	356	357	358	359
66	360	361	362	363
67	380	381	382	383
68	388	389	390	391
69	392	393	394	395
70	396	397	398	399



**BASEMENT PLAN**

BLDG. NO.	FIRST FLOOR	ELEVATION
76	800.00	76
80	803.50	80
83	803.50	83
84	803.50	84
85	803.50	85
86	803.50	86
87	803.50	87
88	803.50	88
89	803.50	89
90	803.50	90
91	803.50	91
92	803.50	92
93	803.50	93
94	803.50	94
95	803.50	95
96	803.50	96
97	803.50	97
98	803.50	98
99	803.50	99
100	803.50	100



LONGITUDINAL SECTION



<b>GENERAL</b>	<b>COMMON ELEMENT</b>	
<b>LIMITED</b>	<b>COMMON ELEMENT</b>	

KING'S COVE

SCALES

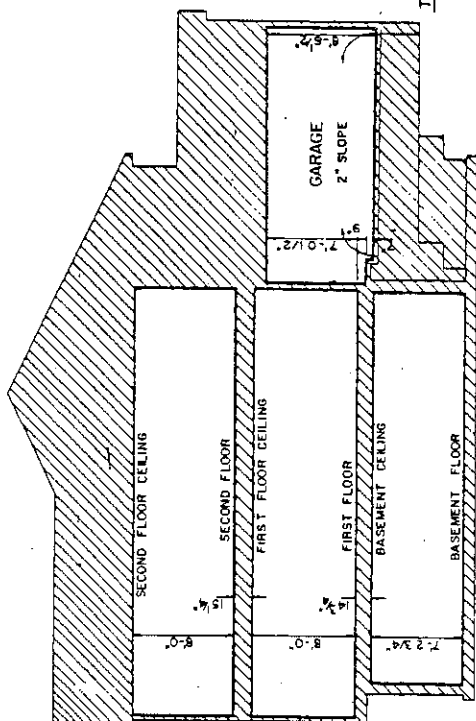
APR 1960



(PROPOSED)

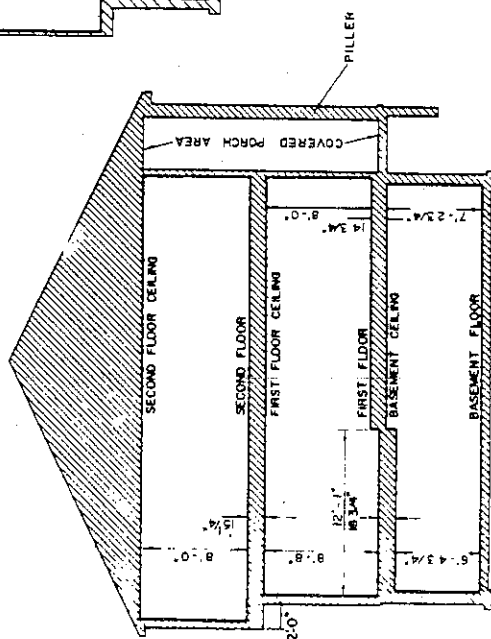
LONGITUDINAL SECTION  
FOR BLDG'S. - 31,35,37,41,68,  
91,76,50,52,54,3,46,59,60,  
62,63,64,81,82,34,56,7





### TABLE OF U.S.C. & G.S. ELEVATIONS

BLDG. NO.	FIRST FLOOR ELEVATION	BLDG. NO.	FIRST FLOOR ELEVATION
7	784.50	6	784.50
5	785.50	5	808.50
3	798.50	3	807.50
2	798.50	2	807.50
1	798.50	1	807.50



CROSS SECTION A-A

LIMITS OF OWNERSHIP	
GENERAL	COMMON ELEMENT
LIMITED	COMMON ELEMENT
<p>1. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>2. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>3. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>4. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>5. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>6. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>7. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>8. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>9. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>10. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p>	<p>1. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>2. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>3. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>4. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>5. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>6. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>7. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>8. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>9. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p> <p>10. The owner of the unit shall have the right to use the common elements for the purpose of the unit.</p>

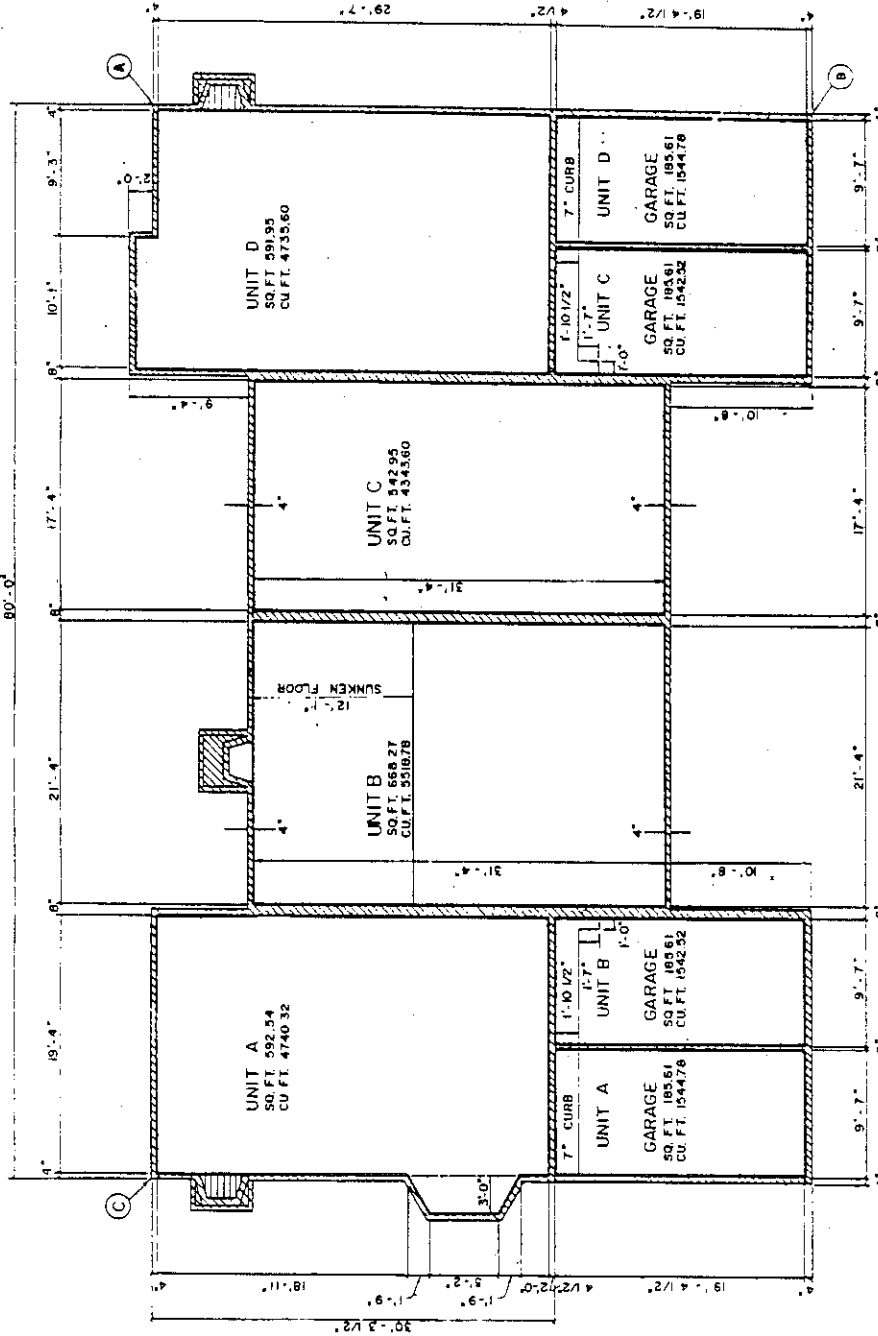


KING'S COVE

[illegible]

BLDG NO	NORTH POINT	EAST BEARING	FROM A	B
68	D 4044.44	2673.94	S 82°52'40" W	
76	D 3432.72	3125.58	S 74°45'48" W	
50	A 3979.19	3325.60	S 74°40'5" W	
52	C 3645.65	3319.23	S 43°19'40" E	
54	A 3828.59	3204.74	S 55°58'20" W	

BLDG NO	UNIT			
	A	B	C	D
68	224	225	226	227
76	244	245	246	247
50	276	277	278	279
52	284	285	286	287
54	292	293	294	295



LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT LIMITED

FIRST FLOOR PLAN

KING'S COVE

FIRST FLOOR PLAN FOR  
BLDG 68, 76, 50, 52, 54



DATE: 11-1-84  
BY: J. J. J.  
CHECKED: J. J. J.  
APPROVED: J. J. J.

TENTH AMENDMENT TO MASTER DEED OF  
KING'S COVE

Recorded in Liber 7341  
Pages 322 through 356  
Oakland County Records  
October 16, 1978

Barnes Mortgage Investment Trust, a Massachusetts business trust, being the developer of King's Cove, a condominium project established pursuant to the Master Deed thereof, recorded on September 4, 1973, in Liber 6161, Pages 281 through 330, and First through Ninth Amendments thereof, recorded in Liber 6290, Pages 845 through 880; Liber 6377, Pages 88 through 117; Liber 6429, Pages 839 through 868; Liber 6445, Pages 46 through 64; Liber 6503, Pages 152 through 188; Liber 6651, Page 690; Liber 6837, Pages 344 through 370; Liber 7082, Pages 239 through 260; and Liber 7175, Pages 448 through 475, respectively, Oakland County Records, and known as Oakland County Subdivision Plan No. 148, hereby amends the Master Deed of King's Cove pursuant to the authority reserved in Article VII of said Master Deed for the purposes of enlarging the condominium project from 295 units to 371 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit "B" thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 3274.00 feet and South 87 degrees 36 minutes 10 seconds East 760.00 feet and South 13 degrees 21 minutes 07 seconds East 75.00 feet and South 54 degrees 03 minutes 19 seconds East 36.72 feet and South 54 degrees 03 minutes 19 seconds East 19.28 feet and South 30 degrees 37 minutes 27 seconds East 194.32 feet and South 14 degrees 24 minutes 54 seconds West 49.00 feet; and South 30 degrees 09 minutes 01 second East 54.08 feet and South 78 degrees 33 minutes 52 seconds East 270.85 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78 degrees 33 minutes 52 seconds East 20.00 feet; thence North 78 degrees 35 minutes 25 seconds East 139.94 feet; thence South 85 degrees 44 minutes 34 seconds East 127.66 feet; thence South 40 degrees 42 minutes 07 seconds East 46.67 feet; thence South 85 degrees 44 minutes 34 seconds East 113.08 feet; thence South 15 degrees 58 minutes 28 seconds East 285.63 feet; thence South 89 degrees 28 minutes 05 seconds East 120.05 feet; thence South 48 degrees 57 minutes 07 seconds East 44.28 feet; thence along a curve to the right radius 230.00 feet, central angle 23 degrees 05 minutes 41 seconds an arc distance of 91.25 feet, chord 90.65 feet, chord bearing South 65 degrees 08 minutes 01 seconds East; thence along a curve to the left radius 730.00 feet, central angle 47 degrees 30 minutes 00 seconds an arc distance of 605.19 feet, chord 588.01 feet, chord bearing North 52 degrees 45 minutes 00 seconds East; thence North 37 degrees 30 minutes 00 seconds West 105.00 feet; thence North 12 degrees 30 minutes 00 seconds East 95.00 feet; thence North 26 degrees 48 minutes 42 seconds West 171.80 feet; thence North 13 degrees 18 minutes 57 seconds East 110.49 feet; thence North 36 degrees 00 minutes 00 seconds East 80.00 feet; thence North 45 degrees 15 minutes 07 seconds West 125.90 feet; thence North 11 degrees 29 minutes 00 seconds East 182.76 feet to the point of beginning. Subject to easements of record.

ALSO

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minute 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 38 degrees 43 minutes 51 seconds West 147.95 feet; thence along a curve to the left radius 393.00 feet, an arc distance of 166.99 feet, central angle 24 degrees 20 minutes 44 seconds chord bearing North 55 degrees 09 minutes 45 seconds West chord distance 165.74 feet; thence North 68 degrees 00 minutes 00 seconds West 234.16 feet; thence along a curve to the right radius 312.32 feet, an arc distance of 34.74 feet; thence North 36 degrees 26 minutes 42 seconds East 192.40 feet; thence North

PART 1 OF THE SOUTHWEST 1/4 OF SECTION 3, T. 3 N.,  
 R. 11 E., AYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN  
 DESCRIBED AS BEGINNING AT A POINT DISTANT N. 88  
 DEGREES 00 MINUTES 00 SECONDS W. 452.00 FEET AND  
 N. 02 DEGREES 01 MINUTE 12 SECONDS E. 60.00 FEET  
 FROM THE SOUTH 1/4 CORNER OF SECTION 3, T. 3 N.,  
 R. 11 E. AND PROCEEDING THENCE N. 88 DEGREES 00  
 MINUTES 00 SECONDS W. 284.37 FEET; THENCE N. 02  
 DEGREES 00 MINUTES 00 SECONDS E. 30.00 FEET;  
 THENCE ALONG A CURVE TO THE RIGHT RADIUS 185.60  
 FEET, AN ARC DISTANCE OF 174.27 FEET; CENTRAL ANGLE  
 53 DEGREES 47 MINUTES 56 SECONDS. CHORD BEARING  
 N. 78 DEGREES 53 MINUTES 58 SECONDS E. A DISTANCE  
 OF 167.94 FEET; THENCE ALONG A CURVE TO THE LEFT  
 RADIUS 490.00 FEET, AN ARC DISTANCE OF 459.92 FEET  
 CENTRAL ANGLE 53 DEGREES 46 MINUTES 44 SECONDS;  
 CHORD BEARING N. 28 DEGREES 54 MINUTES 34 SECONDS  
 E. A DISTANCE OF 443.23 FEET; THENCE N. 02 DEGREES  
 01 MINUTE 12 SECONDS E. 113.00 FEET; THENCE ALONG  
 A CURVE TO THE LEFT RADIUS 393.00 FEET, AN ARC  
 DISTANCE OF 313.28 FEET, CENTRAL ANGLE 70 DEGREES  
 21 MINUTE 12 SECONDS, CHORD BEARING N. 29 DEGREES  
 40 MINUTES 00 SECONDS W. A DISTANCE OF 305.05 FEET;  
 THENCE N. 68 DEGREES 00 MINUTES 00 SECONDS W.  
 234.16 FEET; THENCE ALONG A CURVE TO THE RIGHT  
 RADIUS 317.32 FEET, AN ARC DISTANCE OF 319.80 FEET,  
 CENTRAL ANGLE 58 DEGREES 40 MINUTES 00 SECONDS;  
 CHORD BEARING N. 38 DEGREES 40 MINUTES 00 SECONDS  
 E. A DISTANCE OF 309.02 FEET; THENCE ALONG A CURVE  
 TO THE RIGHT, RADIUS 200.00 FEET, AN ARC DISTANCE  
 OF 172.21 FEET, CENTRAL ANGLE 38 DEGREES 40  
 MINUTES 00 SECONDS, CHORD BEARING N. 09 DEGREES  
 50 MINUTES 00 SECONDS E. A DISTANCE OF 131.73 FEET  
 THENCE N. 73 DEGREES 00 MINUTES 00 SECONDS E.  
 141.50 FEET; THENCE ALONG A CURVE TO THE RIGHT,  
 RADIUS 670.00 FEET, AN ARC DISTANCE OF 555.45 FEET  
 CENTRAL ANGLE 47 DEGREES 30 MINUTES 00 SECONDS;  
 CHORD BEARING N. 52 DEGREES 35 MINUTES 00 SECONDS  
 E. A DISTANCE OF 559.00 FEET; THENCE ALONG A  
 CURVE TO THE LEFT RADIUS 270.00 FEET, AN ARC  
 DISTANCE OF 128.53 FEET, CENTRAL ANGLE 25 DEGREES  
 37 MINUTES 00 SECONDS, CHORD BEARING N. 63 DEGREES  
 11 MINUTES 13 SECONDS E. A DISTANCE OF 127.48 FEET  
 THENCE S. 14 DEGREES 57 MINUTES 00 SECONDS E.  
 79.24 FEET; THENCE N. 31 DEGREES 21 MINUTES 25  
 SECONDS E. 78.96 FEET; THENCE S. 33 DEGREES 07  
 MINUTES 40 SECONDS E. 88.31 FEET; THENCE S. 11  
 DEGREES 39 MINUTES 48 SECONDS W. 89.48 FEET;  
 THENCE S. 32 DEGREES 00 MINUTES 00 SECONDS W.  
 192.50 FEET; THENCE S. 21 DEGREES 04 MINUTES 00  
 SECONDS E. 238.50 FEET; THENCE S. 19 DEGREES 40  
 MINUTES 14 SECONDS E. 180.40 FEET; THENCE S. 56  
 DEGREES 36 MINUTES 36 SECONDS E. 34.78 FEET;  
 THENCE S. 23 DEGREES 15 MINUTES 25 SECONDS E.  
 71.11 FEET; THENCE S. 45 DEGREES 24 MINUTES 26  
 SECONDS W. 45.22 FEET; THENCE S. 03 DEGREES 46  
 MINUTES 44 SECONDS E. 69.34 FEET; THENCE S. 40  
 DEGREES 11 MINUTES 13 SECONDS E. 90.90 FEET;  
 THENCE S. 09 DEGREES 13 MINUTES 10 SECONDS E.  
 17.77 FEET; THENCE S. 40 DEGREES 22 MINUTES 20  
 SECONDS E. 108.73 FEET; THENCE S. 02 DEGREES 01  
 MINUTE 12 SECONDS E. 173.50 FEET TO THE POINT OF  
 BEGINNING. 50.14 ACRES, 544,347.50 SQUARE FEET,  
 BEING THE EAST-WEST HALF OF RECORD.

Part of the southwest 1/4 of section 31, T.13S., R.11E., Avon Township, Oakland County, Michigan, is hereby described as beginning at a point distant NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST 923.34 FEET AND NORTH 76 DEGREES 00 MINUTES 00 SECONDS WEST 374.00 FEET AND SOUTH 87 DEGREES 36 MINUTES 21 SECONDS EAST 760.00 FEET AND SOUTH 13 DEGREES 21 MINUTES 07 SECONDS EAST 75.00 FEET AND SOUTH 54 DEGREES 03 MINUTES 13 SECONDS EAST 386.17 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 31, T.13S., R.11E., AND PROCEEDING THENCE SOUTH 34 DEGREES 05 MINUTES 19 SECONDS EAST 19.28 FEET; THENCE SOUTH 10 DEGREES 37 MINUTES 27 SECONDS EAST 194.32 FEET; THENCE SOUTH 14 DEGREES 24 MINUTES 54 SECONDS WEST 43.00 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 01 SECOND; THENCE SOUTH 30 DEGREES 00 MINUTES 01 SECOND; THENCE SOUTH 18 DEGREES 33 MINUTES 52 SECONDS EAST 230.43 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 23 SECONDS EAST 139.94 FEET; THENCE SOUTH 45 DEGREES 44 MINUTES 14 SECONDS EAST 127.66 FEET; THENCE SOUTH 40 DEGREES 42 MINUTES 07 SECONDS EAST 46.87 FEET; THENCE SOUTH 45 DEGREES 44 MINUTES 34 SECONDS EAST 113.08 FEET; THENCE SOUTH 15 DEGREES 59 MINUTES 28 SECONDS EAST 295.63 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 05 SECONDS EAST 120.05 FEET; THENCE SOUTH 48 DEGREES 31 MINUTES 07 SECONDS EAST 44.20 FEET; THENCE ALONG A CURVE TO THE RIGHT RADIUS 230.00 FEET, CENTRAL ANGLE 23 DEGREES 05 MINUTES 41 SECONDS AN ARC DISTANCE OF 91.25 FEET, CHORD 90.65 FEET, CHORD BEARING OF 91.25 DEGREES 04 MINUTES 01 SECOND EAST; THENCE ALONG A CURVE TO THE LEFT RADIUS 120.00 FEET, CENTRAL ANGLE 47 DEGREES 30 MINUTES 00 SECONDS AN ARC DISTANCE OF 605.19 FEET, CHORD 580.01 FEET, CHORD BEARING NORTH 32 DEGREES 45 MINUTES 00 SECONDS EAST; THENCE SOUTH 23 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET, CHORD 100.00 FEET, CHORD BEARING OF 159.38 FEET, AN ARC DISTANCE OF 158.38 FEET, CENTRAL ANGLE 90 DEGREES 00 FEET, CHORD 142.60 FEET, CHORD BEARING SOUTH 74 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE ALONG A CURVE TO THE RIGHT RADIUS 190.00 FEET, AN ARC DISTANCE OF 374.37 FEET, CENTRAL ANGLE 55 DEGREES 00 MINUTES 00 SECONDS, CHORD 360.16 FEET, CHORD BEARING NORTH 33 DEGREES 30 MINUTES 00 SECONDS WEST; THENCE NORTH 06 DEGREES 00 MINUTES 00 SECONDS WEST 155.03 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 470.00 FEET, AN ARC DISTANCE OF 369.14 FEET, CENTRAL ANGLE 45 DEGREES 00 MINUTES 00 SECONDS, CHORD 359.72 FEET, CHORD BEARING NORTH 29 DEGREES 30 MINUTES 00 SECONDS WEST; THENCE NORTH 51 DEGREES 00 MINUTES 00 SECONDS WEST 92.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 205.00 FEET, AN ARC DISTANCE OF 306.22 FEET, CENTRAL ANGLE 141 DEGREES 29 MINUTES 06 SECONDS, CHORD 347.06 FEET, CHORD BEARING NORTH 13 DEGREES 44 MINUTES 33 SECONDS WEST TO THE POINT OF BEGINNING. CONTAINING 667,604.30 SQUARE FEET. SUBJECT TO EASEMENTS OF

[illegible]

KING'S COVE

TITLE	PAGE
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2. Literature Review	5
3. Methodology	10
4. Results	15
5. Discussion	20
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(PROPOSED)

**FRY & SMITH, INC.**

1. **Introduction**  
 2. **Background**  
 3. **Methodology**  
 4. **Results**  
 5. **Conclusion**  
 6. **References**

100

10-25-71

12-16

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1

Corporation & Securities Bureau  
6546 Mercantile Way  
Lansing, Michigan 48909

P.O. Box 30054  
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General Information  
(517) 373-0493  
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STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

KEITH MOLIN, Director

O R D E R

P.O. Box 30222  
Enforcement Division  
(517) 374-9426  
Examination Division  
(517) 373-0465  
Condominiums  
(517) 373-8026  
Mobile Homes  
(517) 374-5586

Recorded in Liber 7341  
Page 319 Oakland County  
Records October 16, 1978

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

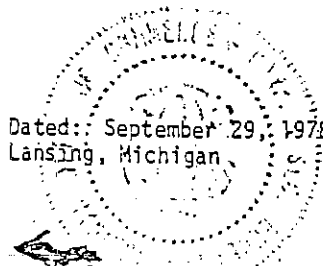
In re: Application of Barnes Mortgage Investment Trust, 100 Federal Street, Boston, MA 02110, Developer, for a Certificate of Approval of Amended Master Deed for KING'S COVE CONDOMINIUM--TENTH AMENDMENT, King's Cove Drive, Avon Township, Oakland County, Michigan. (Our File #720169.)

1. Application having been duly made and examined,
2. A Certificate of Approval of Amended Master Deed for the above condominium is hereby given to the developer, pursuant to 1978 P.A. 59:
  - a) That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
  - b) That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation & Securities Bureau, prior to the issuance of a Permit To Sell.
  - c) That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
  - d) When construction has been completed, the developer shall amend the Master Deed by filing "as-built" plans.
  - e) That pursuant to Section 21(3) of the Condominium Act, all projects which were approved under the Horizontal Real Property Act, 1963 P.A. 229, as amended, shall comply with Sections 21(4) and (5) of the Condominium Act.
3. This Certificate of Approval of Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE  
Keith Molin, Director

By E. C. Mackey  
E. C. Mackey, Director  
Corporation & Securities Bureau

Dated: September 29, 1978  
Lansing, Michigan



(a) Each apartment number as it appears on the Condominium Subdivision Plan.

(b) The percentage of value assigned to each apartment.

Apartment No.	Percentage of Value Assigned	Apartment No.	Percentage of Value Assigned
1	.229	58	.292
2	.242	59	.292
3	.210	60	.242
4	.242	61	.274
5	.229	62	.292
6	.242	63	.292
7	.210	64	.242
8	.242	65	.274
9	.229	66	.292
10	.242	67	.292
11	.210	68	.242
12	.242	69	.274
13	.229	70	.292
14	.242	71	.292
15	.210	72	.242
16	.242	73	.229
17	.274	74	.242
18 - 3105	.292	75	.210
19	.292	76	.242
20	.242	77	.274
21	.274	78	.274
22	.292	79	.260
23	.292	80	.274
24	.242	81	.274
25	.274	82	.260
26	.292	83	.260
27	.292	84	.274
28	.242	85	.274
29	.274	86	.260
30	.292	87	.274
31	.292	88	.274
32	.242	89	.260
33	.229	90	.274
34	.242	91	.274
35	.210	92	.274
36	.242	93	.274
37	.229	94	.260
38	.242	95	.274
39	.210	96	.274
40	.242	97	.260
41	.274	98	.260
42	.292	99	.274
43	.292	100	.274
44	.242	101	.229
45	.274	102	.242
46	.292	103	.210
47	.292	104	.242
48	.242	105	.274
49	.229	106	.274
50	.242	107	.242
51	.210	108	.274
52	.242	109	.274
53	.229	110	.274
54	.242	111	.260
55	.210	112	.274
56	.242	113	.274
57	.274	114	.260

11	.3110	76	.3566
12	.3566	77	.4026
13	.3383	78	.4026
14	.3566	79	.3842
15	.3110	80	.4026
16	.3566	81	.4026
17	.4026	82	.3842
18	.4300	83	.3842
19	.4300	84	.4026
20	.3566	85	.4026
21	.4026	86	.3842
22	.4300	87	.4026
23	.4300	88	.4026
24	.3566	89	.3842
25	.4026	90	.4026
26	.4300	91	.4026
27	.4300	92	.4026
28	.3566	93	.4026
29	.4026	94	.3842
30	.4300	95	.4026
31	.4300	96	.4026
32	.3566	97	.3842
33	.3383	98	.3842
34	.3566	99	.4026
35	.3110	100	.4026
36	.3566	101	.3383
37	.3383	102	.3566
38	.3566	103	.3110
39	.3110	104	.3566
40	.3566	105	.4026
41	.4026	106	.4026
42	.4300	107	.3566
43	.4300	108	.4026
44	.3566	109	.4026
45	.4026	110	.4026
46	.4300	111	.3842
47	.4300	112	.4026
48	.3566	113	.4026
49	.3383	114	.3842
50	.3566	115	.4026
51	.3110	116	.4026
52	.3566	117	.3842
53	.3383	118	.4026
54	.3566	119	.4026
55	.3110	120	.3842
56	.3566	121	.4026
57	.4026	122	.4026
58	.4300	123	.3842
59	.4300	124	.4026
60	.3566	125	.4026
61	.4026	126	.3842
62	.4300	127	.3383
63	.4300	128	.3566
64	.3566	129	.3110
65	.4026	130	.3566
66	.4300	131	.4026
67	.4300	132	.4026
68	.3566	133	.3842
69	.4026	134	.4026
70	.4300	135	.4026
71	.4300	136	.3842
72	.3566	137	.4026
73	.3383	138	.4026
74	.3566	139	.3842
75	.3110		

140	.3383	204	.3383
141	.3566	205	.3566
142	.3110	206	.3110
143	.3566	207	.3566
144	.4026	208	.3383
145	.3566	209	.3566
146	.4026	210	.3110
147	.4026	211	.3566
148	.3383	212	.3383
149	.3566	213	.3566
150	.3110	214	.3110
151	.3566	215	.3566
152	.3383	216	.4026
153	.3566	217	.4026
154	.3110	218	.3566
155	.3566	219	.4026
156	.3383	220	.3383
157	.3566	221	.3566
158	.3110	222	.3110
159	.3566	223	.3566
160	.3383	224	.4026
161	.3566	225	.4026
162	.3110	226	.3566
163	.3566	227	.4026
164	.3383	228	.4026
165	.3566	229	.4026
166	.3110	230	.3566
167	.3566	231	.4026
168	.4026	232	.3383
169	.4026	233	.3566
170	.3566	234	.3110
171	.4026	235	.3566
172	.3383	236	.3383
173	.3566	237	.3566
174	.3110	238	.3110
175	.3566	239	.3566
176	.3383	240	.3383
177	.3566	241	.3566
178	.3110	242	.3110
179	.3566	243	.3566
180	.4026	244	.4026
181	.4026	245	.4026
182	.3566	246	.3566
183	.4026	247	.4026
184	.3383	248	.3383
185	.3566	249	.3566
186	.3110	250	.3110
187	.3566	251	.3566
188	.4026	252	.3383
189	.4300	253	.3566
190	.4300	254	.3110
191	.3566	255	.3566
192	.4026	256	.3383
193	.4026	257	.3566
194	.3566	258	.3110
195	.4026	259	.3566
196	.3383	260	.3383
197	.3566	261	.3566
198	.3110	262	.3110
199	.3566	263	.3566
200	.4026	264	.3383
201	.4026	265	.3566
202	.3566	266	.3110
203	.4026	267	.3566



268  
269

.3383  
.3566

270  
271

.3110  
.3566

3. Amended Sheets 1, 1A, 1B, 2D, 3D, 4D, 5, 6, 7, 8, 9, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove as attached hereto shall replace and supersede Sheets 1, 1A, 1B, 2D, 3D, 4D, 5 through 9 and 19 through 23 of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 1A, 1B, 2D, 3D, 4D, 5 through 9 and 19 through 23 shall be of no further force or effect. The legal description of the condominium premises contained on said Amended Sheet 1B shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

4. Sheet 2E of the Condominium Subdivision Plan of King's Cove as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of King's Cove as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of King's Cove as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and reddeclared.

It is expressly agreed that the name Barnes Mortgage Investment Trust is the designation of the Trustees under a Declaration of Trust dated October 26, 1973, as amended from time to time. The obligations of the Trust are not personally binding upon, nor shall resort be had to the private property of any of the trustees, shareholders, officers, employees or agents of the Trust, but the Trust property alone shall be bound.

WITNESSES:

BARNES MORTGAGE INVESTMENT TRUST  
a Massachusetts business trust

/s/ Claudette J. Walle  
Claudette J. Walle

By: /s/ James T. Barnes, Jr.  
James T. Barnes, Sr.

/s/ Ruthann Schwalenberg  
Ruthann Schwalenberg

STATE OF MICHIGAN            )  
                                      )   SS.  
COUNTY OF WAYNE            )

The foregoing Eighth Amendment to Master Deed of King's Cove was acknowledged before me this 26th day of September, 1977, by James T. Barnes, Sr., the Chairman & President of Barnes Mortgage Investment Trust, a Massachusetts business trust, on behalf of the trust.

/s/ Claudette J. Walle  
Claudette J. Walle  
Notary Public, Macomb County, Michigan\*  
My commission expires: 2/14/79

EIGHTH AMENDMENT TO MASTER DEED DRAFTED BY:           \*Acting in Wayne County

Robert L. Nelson, of  
Dykema, Gossett, Spencer, Goodnow & Trigg  
35th Floor, 400 Renaissance Center  
Detroit, Michigan 48243

WHEN RECORDED, RETURN TO DRAFTER.

Corporation & Securities Bureau  
8546 Mercantile Way  
Lansing, Michigan 48909

P.O. Box 30054  
Corporation Division  
General Information  
(517) 373-0493  
Record Information  
(517) 373-0496  
Annual Report  
(517) 373-0488  
Certification & Copies  
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STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

P.O. Box 30222  
Enforcement Division  
(517) 374-9428  
Examination Division  
(517) 373-0485  
Condominiums  
(517) 373-8026  
Mobile Homes  
(517) 374-9586

## DEPARTMENT OF COMMERCE

KEITH MOLIN, Director

### ORDER CONDITIONAL PERMIT TO SELL

In re: Application of Barnes Mortgage Investment Trust, 100 Federal Street, Boston, MA 02-10, Developer, for a Conditional Permit To Sell for KING'S COVE CONDOMINIUM--TENTH AMENDMENT, King's Cove Drive, Avon Township, Oakland County, Michigan. (Our File #72-169.)

1. Application having been duly made and examined, and
2. A Certificate of Approval of Amended Master Deed, having been entered on September 29, 1978 and recorded on October 16, 1978, in Liber 7341, page 319; and in the Amended Master Deed, having been recorded on October 16, 1978, in Liber 7341, pages 322 through 356, in the Oakland County Register of Deeds.
3. Therefore, a Conditional Permit To Sell units is hereby granted to the developer, pursuant to 1978 P.A. 59, subject to the following conditions:
  - a) That each purchaser of a unit be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8½ x 14 inches, including the by-laws and plans which are a part thereof, the association by-laws and a disclosure statement beginning October 1, 1978.
  - b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of units within 5 days after use.
  - c) That no unit be conveyed until an occupancy permit has been received.
  - d) That until conveyance of title or at such other time designated by the Bureau, all deposits shall be placed and remain in the escrow account.
  - e) That "as-built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
  - f) That notice of a change in mortgagee be submitted to the Corporation & Securities Bureau.
  - g) That the developer or its successor submit to the Bureau, an affidavit indicating the date upon which the last unit in the project is sold.
  - h) That notice of a successor developer or a successor mortgagee which acquires title to the project, or a portion of the project, be submitted to the Bureau.
  - i) That a developer of an expandable or convertible project, or its successor, which intends to avail itself of Section 88(2) of the Act, provide notice to the Bureau of the date the expansion or conversion is begun and the estimated date of completion.

Dated: October 16, 1978  
Lansing, Michigan



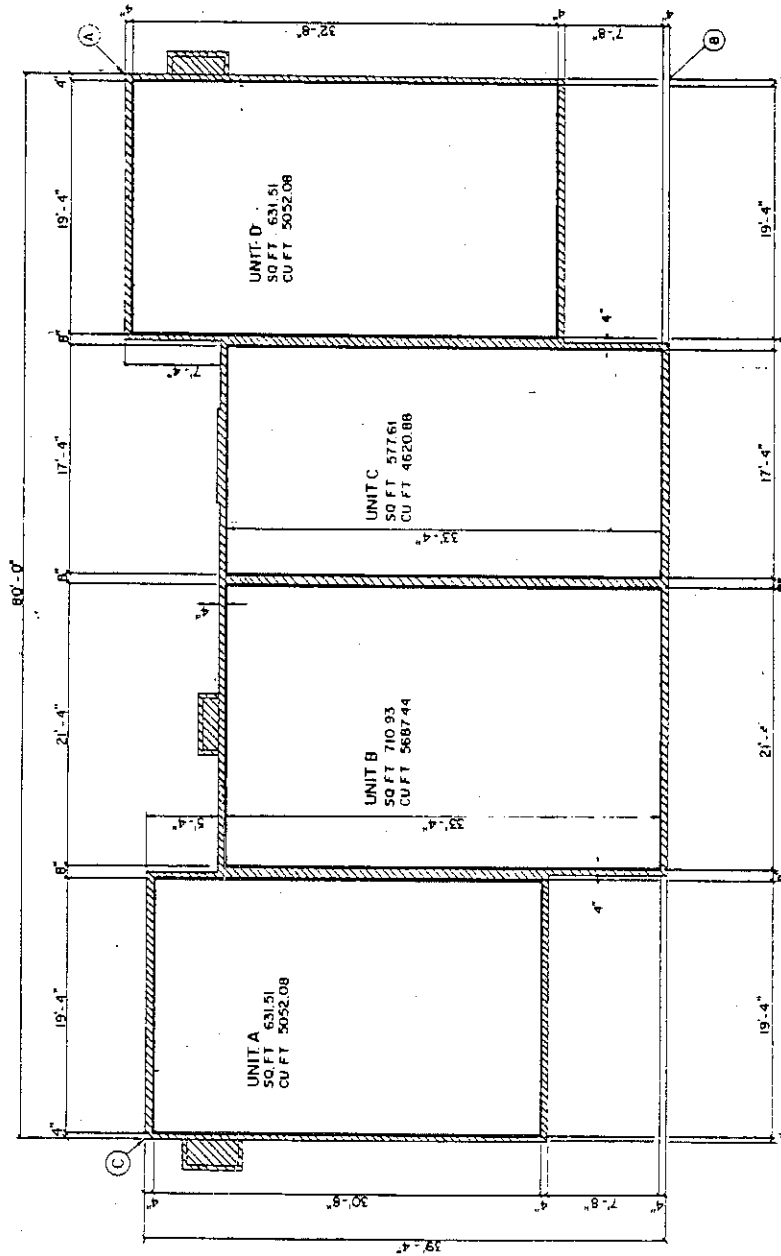
MICHIGAN DEPARTMENT OF COMMERCE  
Keith Molin, Director

By

*E. C. Mackey*  
E. C. Mackey, Director  
Corporation & Securities Bureau

BLDG. NO.	POINT	NORTH	EAST	BEARING	FROM A	TO B
68	D	4044.44	2673.94	S82°52'40"W		
76	B	3439.72	3125.58	S37°33'48"W		
50	A	3979.19	3323.60	S71°41'03"W		
52	C	3645.65	3319.23	S43°19'40"E		
54	A	3923.59	3204.74	S35°50'26"W		

BLDG. NO.	UNIT			
	A	B	C	D
68	224	225	226	227
76	244	245	246	247
50	276	277	278	279
52	204	205	286	287
54	292	293	294	295

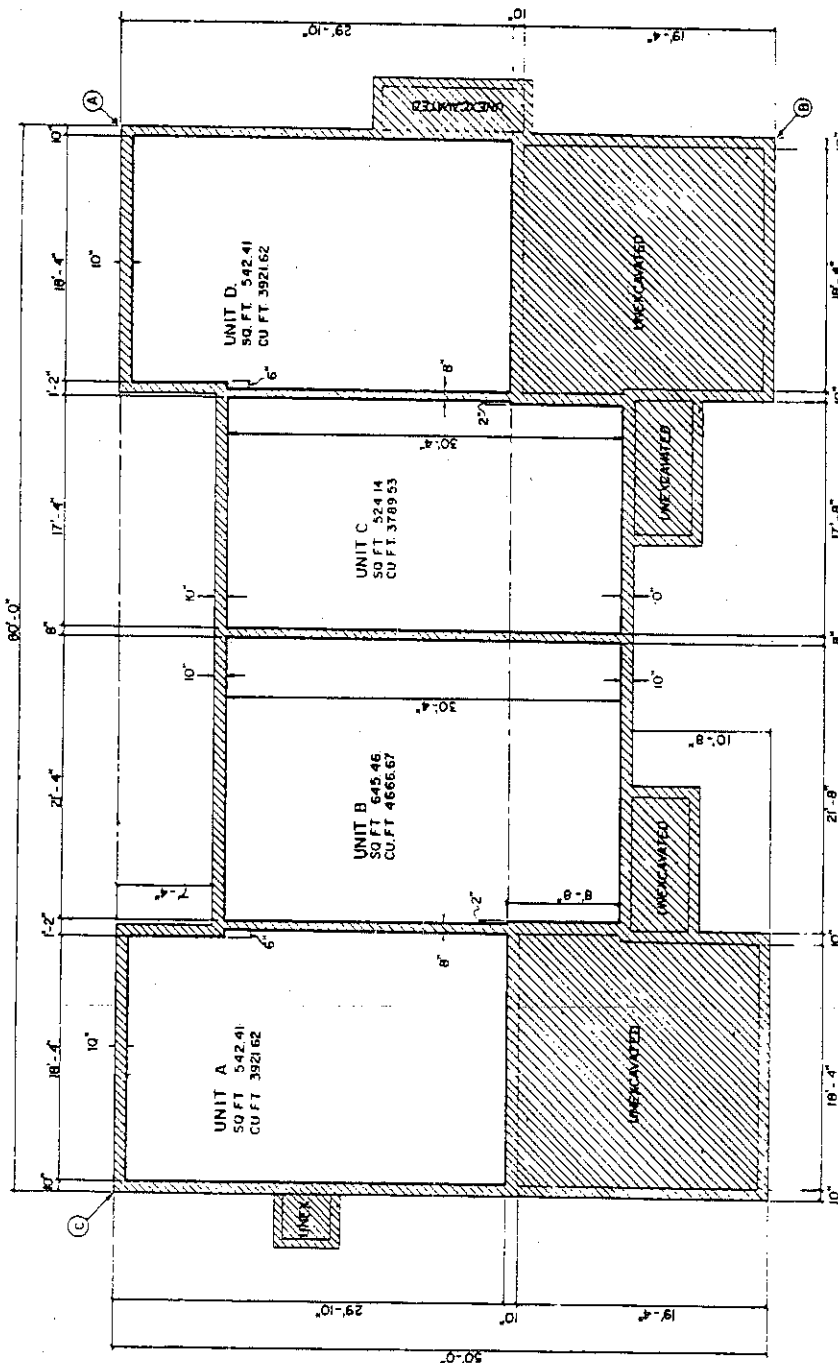


LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT

## SECOND FLOOR PLAN

KINGS COVE  
SECOND FLOOR PLAN  
FOR BLDGS 68, 76, 50  
52, 54

DATE	7-23-87
BY	7-22-87
CHECKED	7-22-87
SCALE	1/4" = 1'-0"
PROJECT	BARRETT & SMITH, INC.
LOCATION	1111
NO.	42



BLDG. NO.	POINT	NORTH	EAST	BEARING	FROM A TO B
68 D	4044.4	2673.94	582°32'49" W		
76 B	3439.74	3125.38	537°43'49" W		
50 A	3979.19	3325.60	571°41'03" W		
52 C	3645.65	3319.23	543°19'40" E		
54 A	3929.59	3204.74	535°38'28" W		

BLDG. NO.	UNIT			
	A	B	C	D
68	224	225	226	227
76	244	245	246	247
50	276	277	278	279
52	204	205	206	207
54	232	233	234	235



LIMITS OF OWNERSHIP  
 GENERAL COMMON ELEMENT  
 UNITED COMMON ELEMENT

# BASEMENT PLAN

## KING'S COVE

BASEMENT PLAN FOR  
 BLDG 6B, 76, 50, 52, 54

227	227	227	227	227
227	227	227	227	227
227	227	227	227	227
227	227	227	227	227
227	227	227	227	227

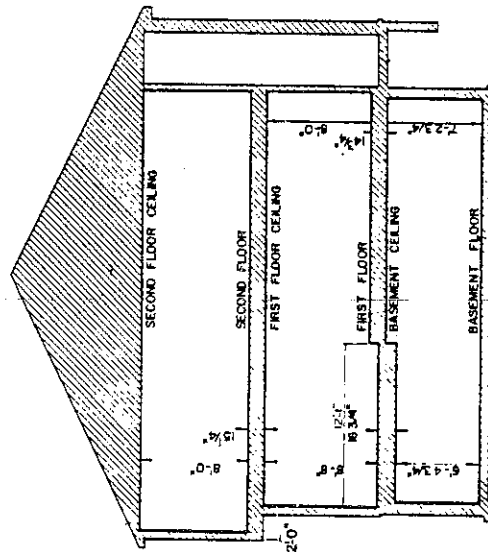
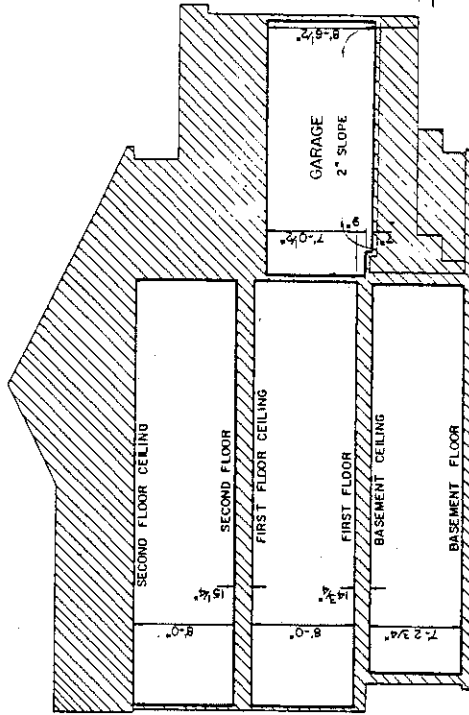
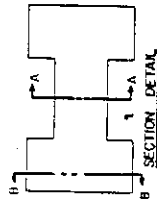


TABLE OF U.S.C. B. G.S. ELEVATIONS

BLOK NO.	FIRST FLOOR ELEVATION
31	180700
32	180700
33	180700
34	180700
35	180700
36	180700
37	180700
38	180700
39	180700
40	180700
41	180700
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97	180700
98	180700
99	180700
100	180700

GENERAL COMMON ELEMENT LIMITED  
LIMITS OF OWNERSHIP



KING'S COVE

CROSS SECTION FOR  
BLDG'S 31, 35, 37, 41, 68, 91, 76  
50, 52, 54

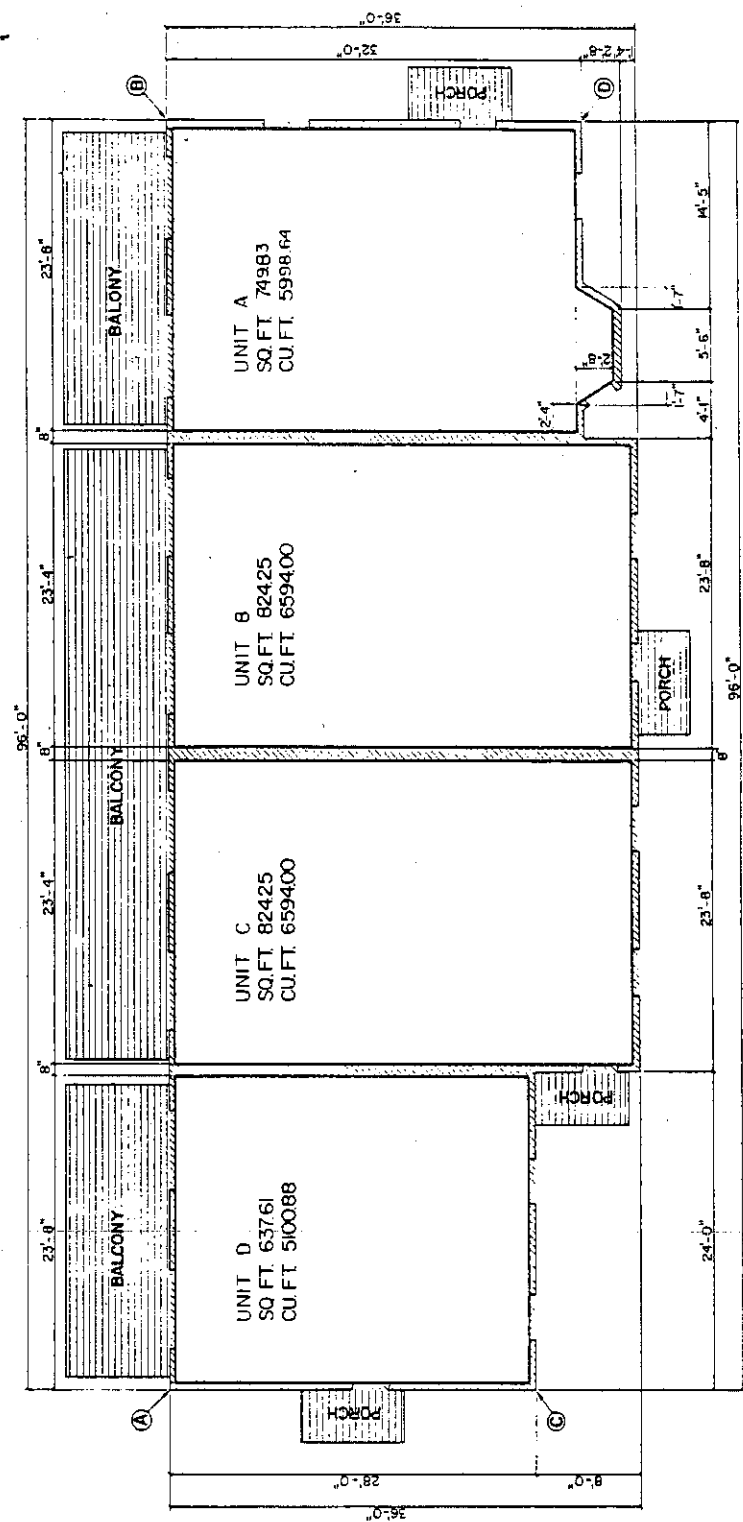
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99  
100



BLDG NO	POINT	NORTH	EAST	BEARING	TO FROM
19	A	4004.39	3477.06	S68°20'14" W	TO
14	B	4394.57	1978.23	N26°04'02" W	FROM

BLDG	UNIT			
	A	B	C	D
14	25	26	27	28
49	272	273	274	275



INDICATES UNIT LIMITS  
NOTE ALL EXTERIOR WALLS ARE 4"  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

FIRST FLOOR PLAN

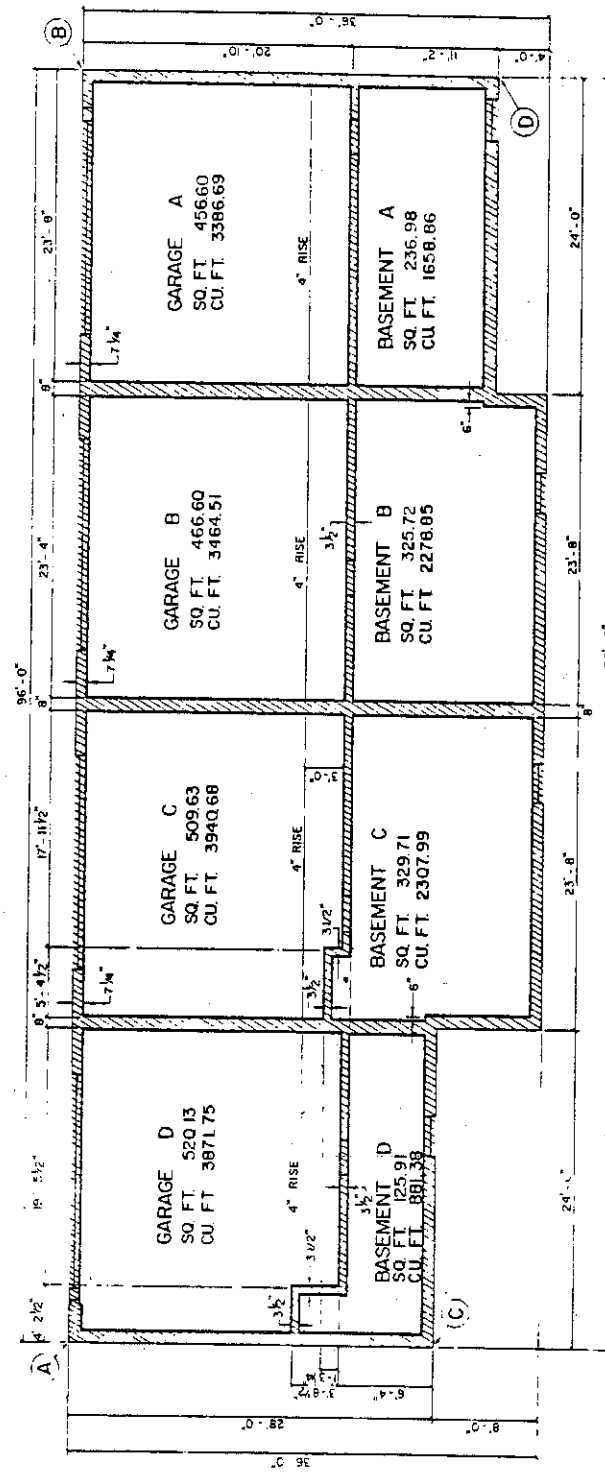
KINGS COVE

FIRST FLOOR PLAN  
FOR BLDG 14, 49

23.77	17.26	17.26	17.26
17.26	17.26	17.26	17.26
17.26	17.26	17.26	17.26
17.26	17.26	17.26	17.26

B.D.G. NO.	UNIT			
	A	B	C	D
14	25	26	27	28
49	272	273	274	275

B.D.G. NO.	POINT	NORTH	EAST	BEARING	TO
14	B	4.384 57	1978 23	N 26° 04' 02" W	FROM A
49	A	4.004 39	3477.06	S 67° 20' 04" W	TO B



TYPICAL LOWER LEVEL PLAN

NOTE: ALL EXTERIOR WALLS ARE 10" UNLESS OTHERWISE SPECIFIED.

GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

KING'S COVE

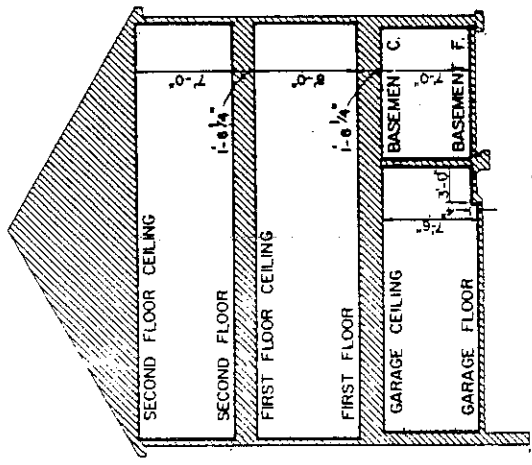
LOWER LEVEL PLAN  
BUILDING 14,49



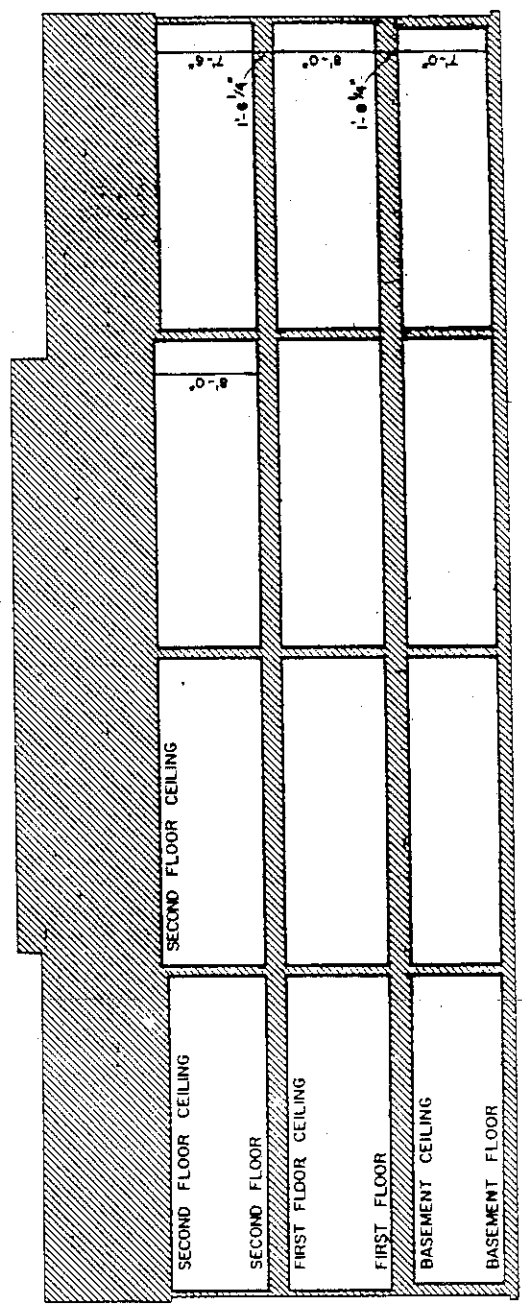
14	25	26	27	28
49	272	273	274	275

24

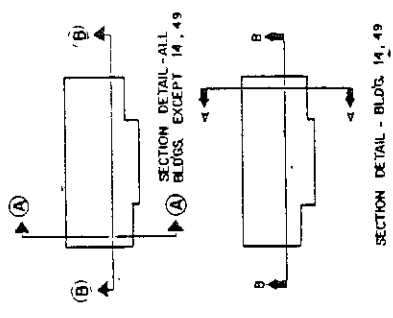




SECTION A-A



SECTION B-B



U.S.C. & G.S. DATUM  
TABLE OF ELEVATION

BLDG. NO.	FIRST FL. ELEVATION
4	802.63
6	802.63
8	803.63
10	804.23
12	807.63
14	807.63
16	800.53
18	799.63
23	800.13
25	802.13
1	792.63
49	806.50

APPROVED  
MAY 13 1968  
MAY 13 1968  
MAY 13 1968



KING'S COVE

SECTIONS FOR BLDGS  
1, 4, 6, 8, 10, 12, 14, 16, 18, 23  
25, 49

DATE	5-23-77
BY	J. R. B. / J. R. B.
CHECKED BY	J. R. B. / J. R. B.
SCALE	1/4" = 1'

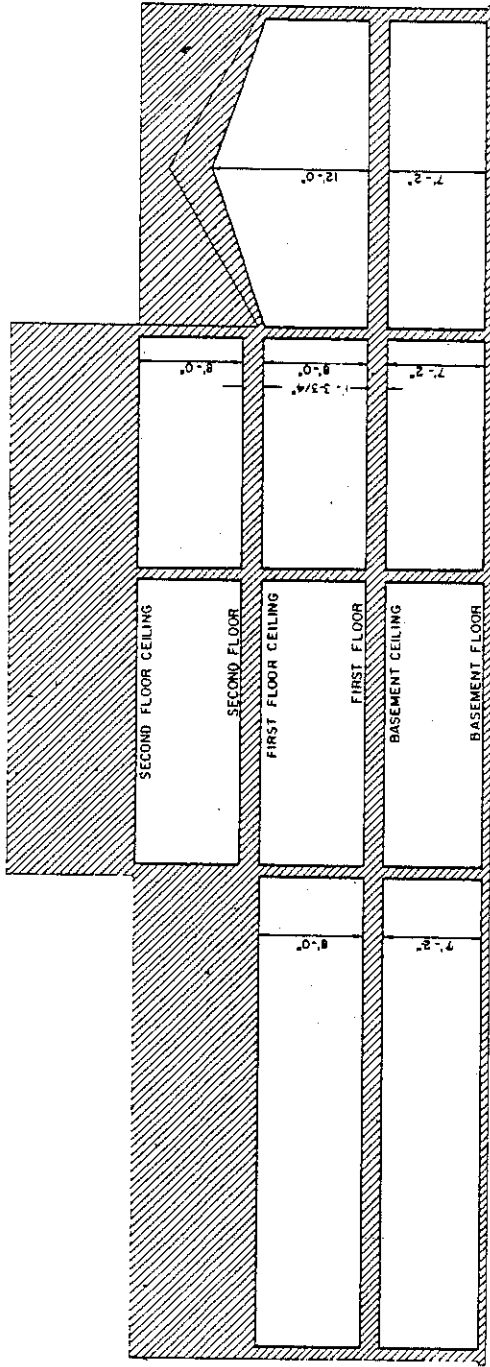
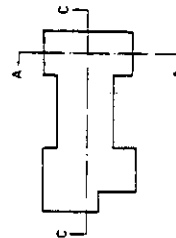
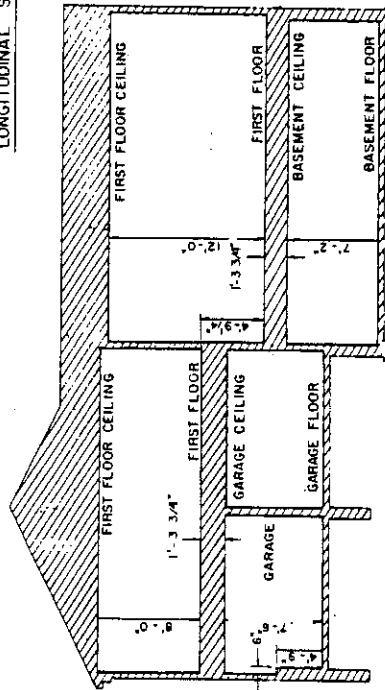


TABLE OF U.S.C.B.S. ELEV.

LONGITUDINAL SECTION C-C



SECTION DETAIL

SECTION A-A

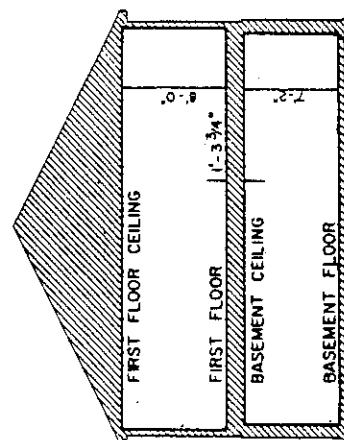
KING'S COVE

GROSS SECTIONS OF BLDGS  
9,13,26,30,38,39,40,71,72,86,89,74,77,55,56,  
51,53

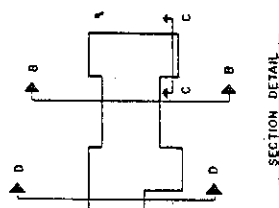
— LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

BATHY & SMITH, INC.  
1000 10th Avenue  
New York, N.Y. 10018  
Architects & Engineers

K.W.B.  
5-23-77  
1/4" = 1'



**SECTION. D - D**



SECTION DETAIL

### TABLE OF ELEVATIONS

BLDG.	W.C.	FIRST FLOOR
9	802.33	
13	807.33	
26	810.33	
30	794.03	
38	804.33	
39	808.33	
40	805.33	
71	803.83	
72	803.33	
86	796.60	
89	791.60	
74	800.90	
77	799.20	
55	807.50	
56	804.50	
51	810.50	
51	803.50	

APPROVED  
DATE

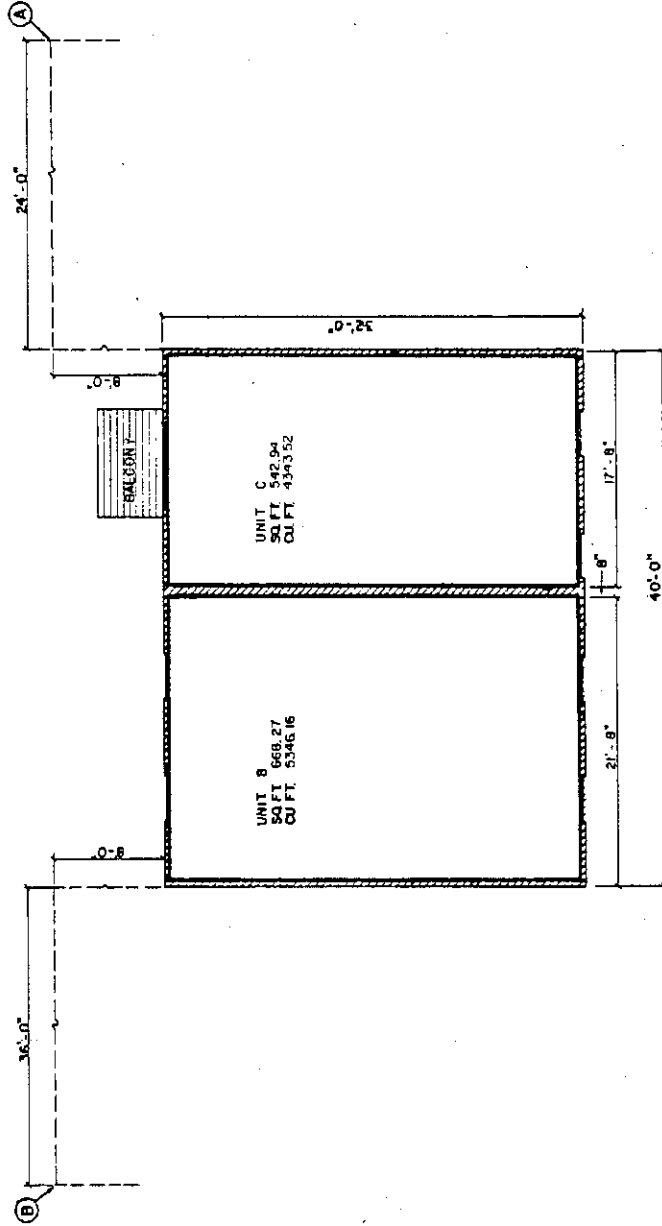
KING'S COVE  
CROSS SECTIONS OF BUDGS  
9,13,26,30,38,39,40,71,  
72,86,89,74,77,55,56,51,53

LIMITS OF OWNERSHIP	
GENERAL	COMMON ELEMENT
UNITED	COMMON ELEMENT



5-23-77  
JAN 12 1978  
FBI - NEW YORK  
K.R.  
DANIEL A. SMITH, INC.  
ATTN: 110 W. 110 St.  
New York, N.Y. 10019  
INDUSTRIAL & MARINE  
914

BLDG. NO.	POINT	NORTH	EAST	BEARING	TO B	FROM A
31	B	3852.74	3442.47	N 32° 36' 39" E		
33	B	3787.59	3280.63	N 57° 12' 38" E		



UNIT 8  
668.27  
SQ. FT.  
5346.16  
CU. FT.

UNIT C  
542.94  
SQ. FT.  
4343.52  
CU. FT.

BALCONY

UNIT	UNIT			
	A	B	C	D
9	49	50	51	52
13	33	34	35	36
26	1	2	3	4
30	9	10	11	12
38	20	21	22	23
39	20	21	22	23
40	21	22	23	24
71	15	16	17	18
72	15	16	17	18
86	14	15	16	17
89	14	15	16	17
74	23	24	25	26
77	24	25	26	27
55	25	26	27	28
56	26	27	28	29
53	28	29	30	31

NOTE: ALL EXTERIOR WALLS ARE 4" THICK.  
LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

TYPICAL SECOND FLOOR PLAN

KING'S COVE

TYPICAL SECOND FLOOR  
PLAN FOR BLDGS. 9, 13,  
26, 30, 38, 39, 40, 51, 53, 55, 56,  
71, 72, 74, 77, 86, 89

APPROVED  
JAN 13 2011

SEAL OF THE CITY OF LOS ANGELES

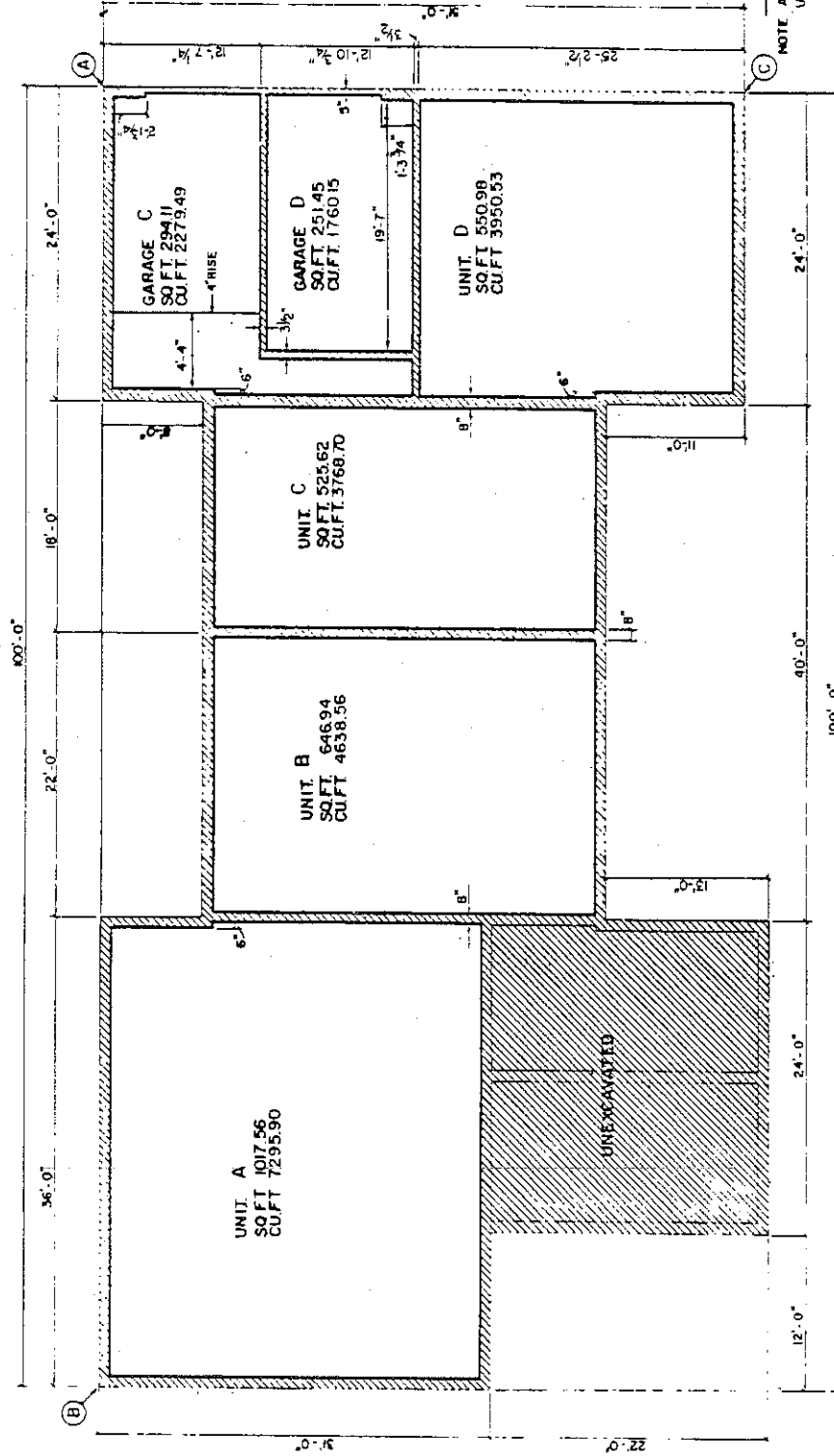
REGISTERED ARCHITECT

6-23-77

BARRETT & SMITH, INC.

11111





BUILD NO	P.L.	NORTH	EAST	BEARING @ 10 ft
74	B	3509.45	2860.99	N 81° 00' 56" W
77	B	3382.73	3108.60	N 74° 00' 11" E
55	B	3936.34	3133.91	N 42° 54' 20" E
56	B	3643.59	3275.37	N 08° 40' 31" E
51	B	3952.74	3443.47	N 12° 36' 39" E
53	B	3767.59	3280.63	N 47° 13' 36" E

[illegible]

TYPICAL LOWER LEVEL PLAN

COMMON ELEMENT		TYPICAL LOWER LEVEL PLAN FOR BLDGS 9, 13, 26	NO.	DATE
COMMON ELEMENT		30, 38, 39, 40, 71, 72, 86, 89		
		74, 77, 55, 56, 51, 53		

C.D.	UNIT			
	A	B	C	D
1	49	30	51	52
2	33	34	35	36
3	26	1	2	3
4	9	10	11	12
5	204	205	206	207
6	208	209	210	211
7	212	213	214	215
8	156	157	158	159
9	162	163	164	165
10	148	149	150	151
11	142	141	142	143
12	238	239	240	241
13	242	243	244	245
14	246	247	248	249
15	252	253	254	255
16	260	261	262	263
17	266	267	268	269
18	272	273	274	275
19	280	281	282	283
20	286	287	288	289
21	292	293	294	295
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23	300	301	302	303
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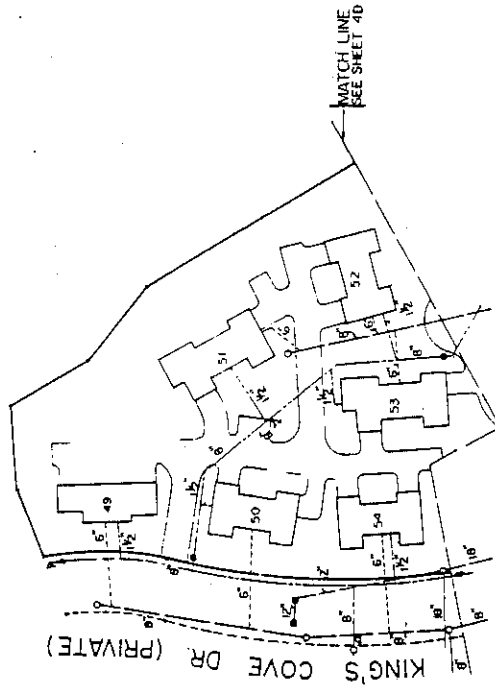
— LIMITS OF OWNERSHIP  
NOTE ALL EXTERIOR WALLS ARE 10'  
UNLESS OTHERWISE SPECIFIED.

GENERAL LIMITED	COMMON COMMON	ELEMENT ELEMENT	COMMON COMMON
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KING'S COVE  
TYPICAL LOWER LEVEL  
PLAN FOR BLDGS 9,13,26  
30,38,39,40,71,72,86,89  
74,77,55,56,51,53

54-2377	BASELEY & SMITH, INC. 1000 15th St. N.E. Washington, D.C. 20002	54-1084	5
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22



MATCH LINE  
SEE SHEET 4D

KING'S COVE DR (PRIVATE)

- MANHOLE
- WATER BASIN
- WATER GATE
- HYDRANT
- WATER STOP
- WATER POLE
- INLET
- TRANSFORMER
- WATER MAIN
- WATER SERVICE
- STORM SEWER
- STORM SEWER
- STORM SEWER
- UNDERGROUND WIRE
- UNDERGROUND LIGHT
- WIRE

Pipe Size  
(Unless Other-  
wise Specified)

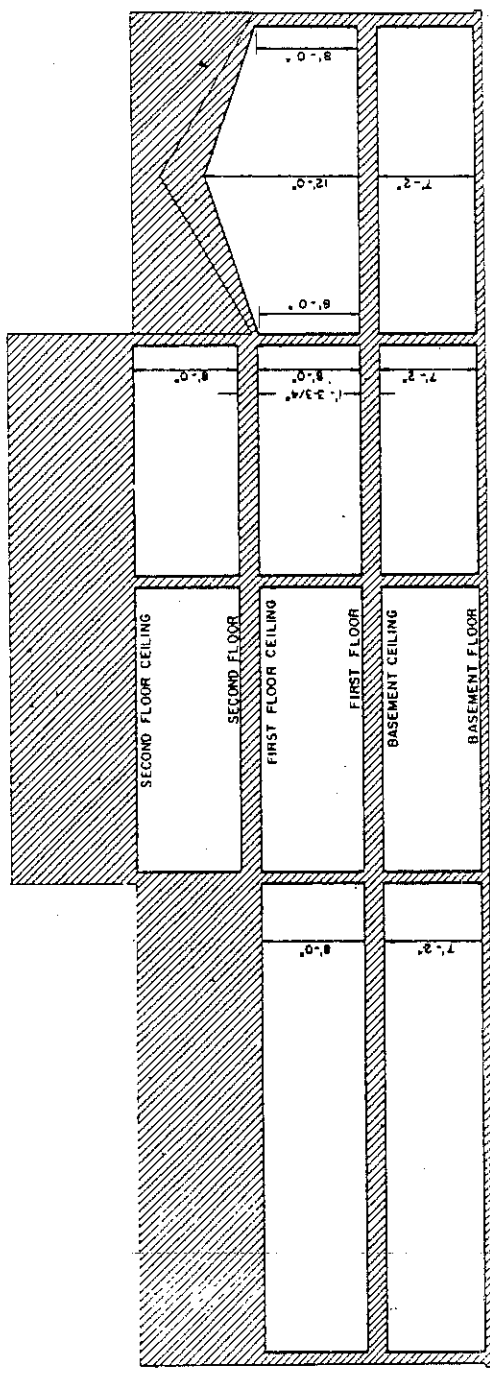
UTILITY	SOURCE OF LOCATION
WATER MAIN	BASNEY & SMITH, INC.
WATER LEADS	BASNEY & SMITH, INC.
STORM SEWER	BASNEY & SMITH, INC.
STORM LEADS	BASNEY & SMITH, INC.
SANITARY SEWER	BASNEY & SMITH, INC.
SANITARY LEADS	BASNEY & SMITH, INC.
GAS	ON AS-BUILT
POWER	ON AS-BUILT
TELEPHONE	DRAWINGS

AFT. 20-53  
MAY 19 1964  
RCA  
COMMUNICATIONS

KING'S COVE

UTILITY PLAN - PARCEL 5

PROJECT NO. 10709 SHEET NO. 1-50 DATE 1-12-64	BASNEY & SMITH, INC. 10709 1-12-64

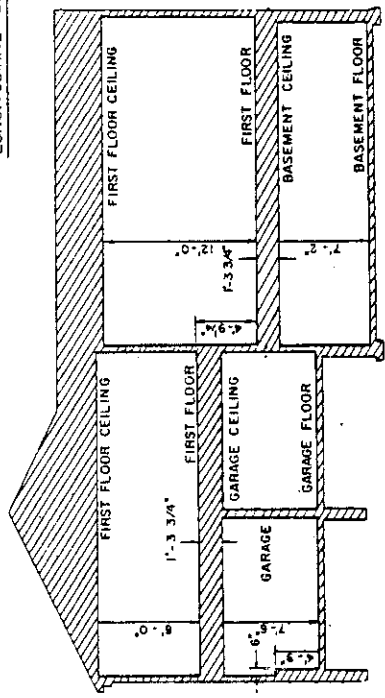


LONGITUDINAL SECTION C-C

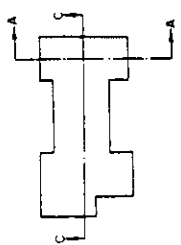
TABLE OF U.S.C.B.S. ELEV.

BLDG. NO.	FIRST FLOOR ELEVATION	SECOND FLOOR ELEVATION
43	81750	80231
47	81590	80733
63	81130	81033
79	79980	80433
39	80833	80433
40	80433	80433
71	80283	80283
72	80233	80233
85	79580	79580
89	79180	79180
74	80030	80030
77	78920	78920
55	80750	80750
56	80436	80436
57	80550	80550
53	80750	80750

APPROVED  
SEP 18 1966  
ENGINEER (REGISTERED)  
OF CALIFORNIA  
COMMERCIAL BUILDINGS, INC.



SECTION A-A



SECTION DETAIL

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

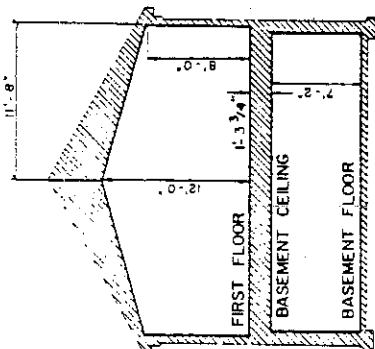
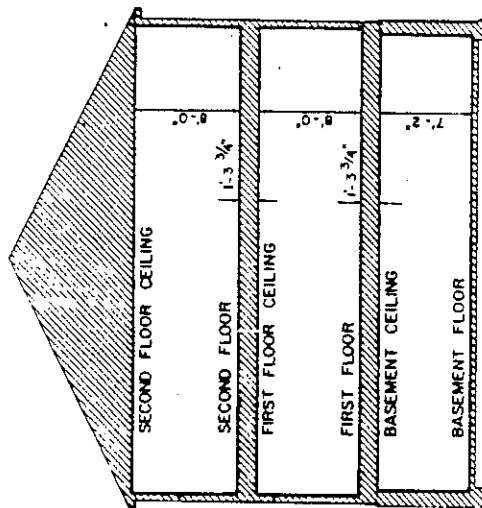
KING'S COVE

CROSS SECTIONS OF BLDGS  
9,13,26,30,38,39,40,71,72,86,89,74,77,55,56,  
51,53,43,47,65,79

ENGINEER'S SEAL  
STATE OF CALIFORNIA  
REGISTERED PROFESSIONAL ENGINEER  
No. 11333  
EXPIRATION DATE 12-31-67

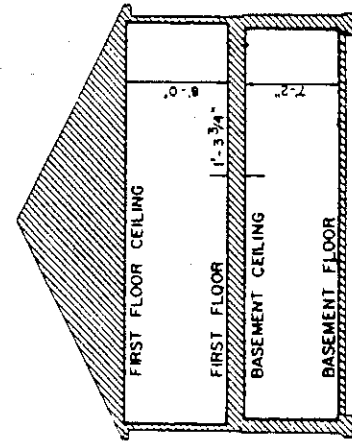
DATE: 9/18/66  
BY: J. J. O.



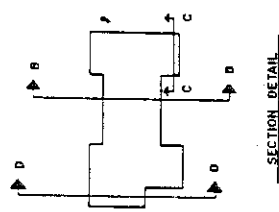


SECTION C - C

SECTION B - B



SECTION D - D



SECTION DETAIL

TABLE OF ELEVATIONS

BLDG.	FIRST FLOOR	BLOC.	FIRST FLOOR
43	817.50	9	802.33
47	815.50	13	807.33
65	811.50	26	810.33
79	799.00	30	794.83
		38	804.33
		39	808.33
		40	804.33
		71	803.83
		72	803.33
		86	796.60
		89	791.60
		74	800.50
		77	799.20
		53	807.50
		38	804.50
		51	810.50
		53	807.50

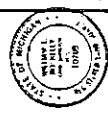
APPROVED  
SIZES IN  
INCHES  
FOR  
CONCRETE  
WORK

KING'S COVE

CROSS SECTIONS OF BLDGS.

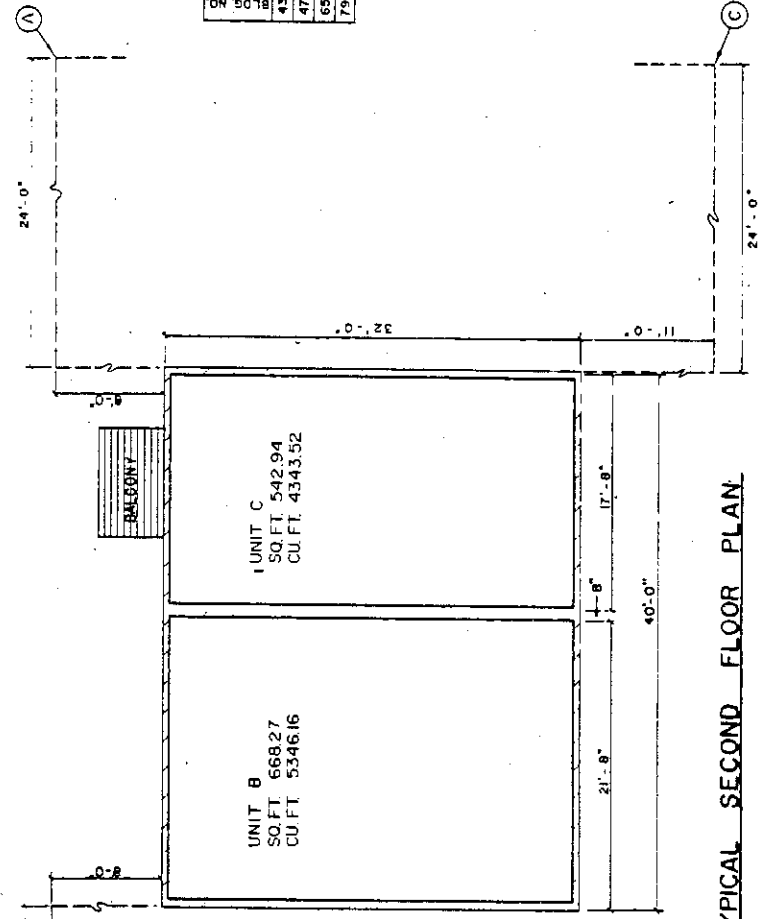
9, 13, 26, 30, 38, 39, 40, 71,  
72, 86, 89, 74, 77, 55, 56, 51, 53,  
43, 47, 65, 79

DATE: 12-12-54  
BY: J. R. SMITH  
CHECKED: J. R. SMITH  
DESIGNED: J. R. SMITH  
DRAWN: J. R. SMITH



LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

BLDG. NO.	POINT	NORTH	EAST	BEARING FROM A TO B	BLDG. NO.	POINT	NORTH	EAST	BEARING FROM A TO B
31	B	3652.74	3442.47	N 32° 36' 39" E	9	B	4041.11	2391.14	S 27° 00' 00" E
53	B	3787.59	3280.63	N 37° 12' 36" E	13	B	433.22	2252.30	N 49° 30' 00" E
43	B	4418.31	2958.22	N 15° 45' 00" W	26	B	4888.41	2073.81	N 67° 00' 00" W
47	A	4093.00	3039.75	S 26° 00' 00" E	50	B	4711.29	188.79	S 17° 40' 00" W
65	B	3910.60	2834.14	S 27° 30' 00" E	38	B	4311.87	2488.87	N 24° 17' 41" W
79	B	3266.68	3046.57	N 67° 30' 00" W	39	B	4343.34	2636.40	N 105° 31' 11" W
					40	A	4091.51	2550.34	N 52° 45' 30" W
					71	A	3789.20	2597.88	S 74° 13' 08" W
					72	C	3723.88	2831.29	S 36° 33' 17" W
					86	A	3195.64	2922.07	S 54° 20' 00" W
					89	A	2914.61	2739.60	S 60° 00' 00" W
					74	B	3509.45	2860.39	N 81° 00' 56" W
					77	B	3382.73	3106.60	N 74° 00' 11" E
					55	B	3836.34	333.91	N 42° 54' 20" E
					56	B	3643.59	3275.37	N 08° 40' 31" E



BLDG. NO.	UNIT			
	A	B	C	D
43	296	297	298	299
47	312	313	314	315
65	344	345	346	347
79	368	369	370	371

BLDG. NO.	UNIT			
	A	B	C	D
9	49	50	51	52
13	33	34	35	36
26	1	2	3	4
30	9	10	11	12
38	204	205	206	207
39	208	209	210	211
40	212	213	214	215
71	156	157	158	159
72	152	153	154	155
86	148	149	150	151
89	140	141	142	143
74	236	237	238	239
77	246	247	248	249
55	266	267	268	269
56	260	261	262	263
31	280	281	282	283
53	286	287	288	289

NOTE: ALL EXTERIOR WALLS ARE 4"

# TYPICAL SECOND FLOOR PLAN

KING'S COVE

TYPICAL SECOND FLOOR PLAN FOR BLDGS 9, 13, 26, 30, 38, 39, 40, 51, 53, 55, 56, 71, 72, 74, 77, 86, 89, 143, 147, 151, 152, 153, 154, 155, 156, 158, 159, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 236, 237, 238, 239, 246, 247, 248, 249, 266, 267, 268, 269, 280, 281, 282, 283, 286, 287, 288, 289

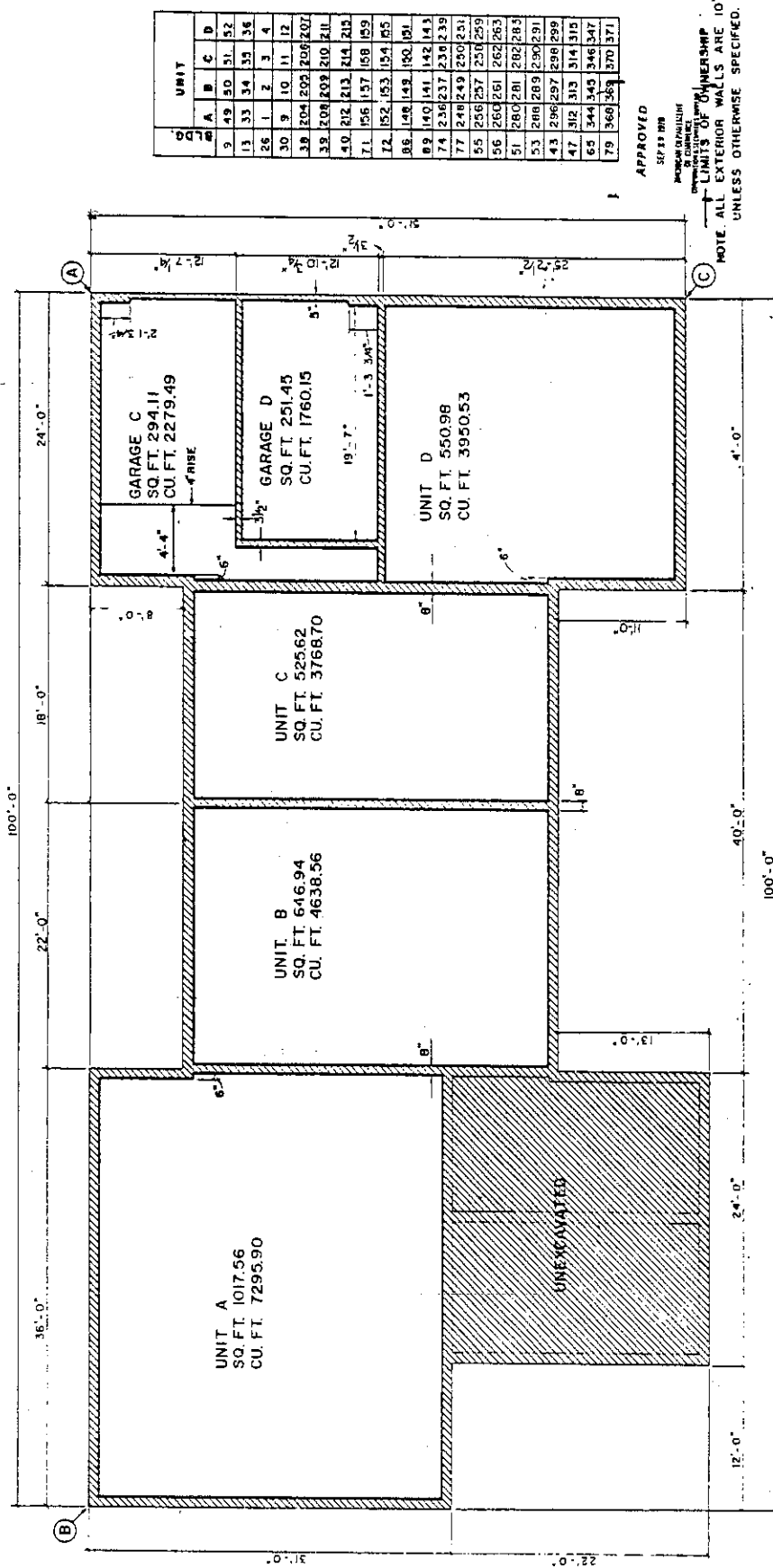
APPROVED

SY-17-08

MANUEL J. SMITH, INC.

12/10/08





CITY	UNITS				
	A	B	C	D	E
9	49	50	31	32	
13	33	34	35	36	
26	1	2	3	4	
30	9	10	11	12	
38	204	202	206	207	
39	209	209	209	210	
40	212	213	214	215	
71	156	157	169	169	
72	152	153	154	155	
86	148	149	150	151	
89	140	141	142	143	
74	236	237	238	239	
77	246	248	250	251	
55	256	257	258	259	
56	260	261	262	263	
51	280	281	282	283	
53	286	289	290	291	
43	296	297	298	299	
32	312	313	314	315	
65	344	343	346	347	
79	366	368	370	371	

**APPROVED**

0761 5141

CONTINUED ON PAGE 12111

**CLIMATE**

LIMITS OF



**XTERRION**

## S OTHERS:

B.D. NO.	POINT	NORTH	EAST	BEARING (°)
1	40'41"	2391.4	523°00'00"E	
9	43'12.2"	2252.3	N45°00'00"E	
13	48'53.4"	2017.6	N67°00'00"W	
26	47'18.2"	1916.9	511°40'00"E	
30	43'18.2"	2489.8	N245°12'41"W	
38	43'18.2"	2636.4	N09°31'11"W	
39	44'53.4"	2503.4	N54°43'30"W	
40	49'51"	2367.6	S14°11'06"W	
71	37'23.8"	2833.9	S36°33'17"W	
72	37'23.8"	2922.0	S34°20'00"W	
85	41'46.4"	2739.8	S00°00'00"W	
96	41'46.4"	2739.8	S00°00'00"W	

BLOCK NO	PLOT	NORTH	EAST	BEARING (A TO B)
74	7	3508.45	2860.99	N 81° 00' 56" W
77	7	3382.73	3106.60	N 74° 00' 11" E
55	8	3836.34	3133.91	N 42° 52' 42" E
56	8	3643.59	3275.37	N 08° 40' 3" E
51	9	3882.74	3442.47	N 32° 35' 30" E
53	9	3718.59	3280.63	N 57° 15' 38" E
43	4	4418.31	2968.62	N 55° 45' 00" W
41	4	4093.60	3039.75	S 26° 00' 00" E
65	8	3910.60	2834.41	S 27° 30' 00" E
79	8	3266.58	3046.37	N 67° 30' 00" W

TYPICAL LOWER LEVEL PLAN

GENERAL LIMITED	COMMON COMMON	ELEMENT ELEMENT	 
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KING'S COVE

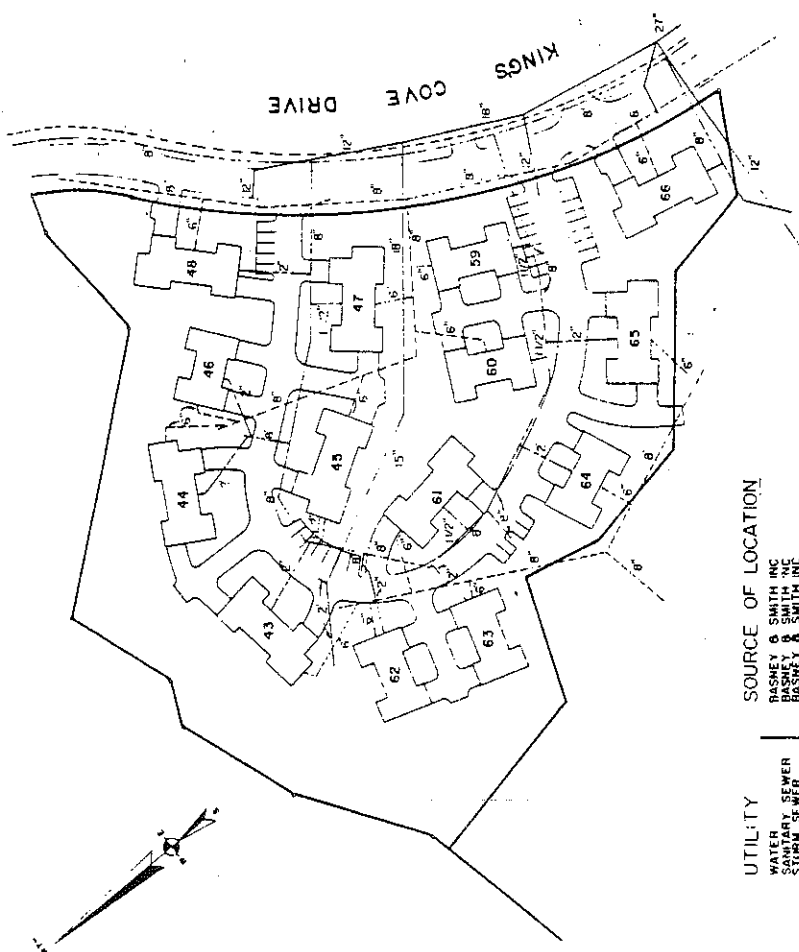
TYPICAL LOWER LEVEL  
PLAN FOR BLDG'S 913, 20

30,38, 39,40,71,72,86,89  
79,77,55,56,51,53,43,47,65,

79

ARMY & NAVY, INC.  
1200 - 15th St. N.W. - Wash. D.C.  
1200 - 15th St. N.W. - Wash. D.C.  
1200 - 15th St. N.W. - Wash. D.C.

[illegible]



UTILITY  
 WATER  
 SANITARY SEWER  
 STORM SEWER  
 POWER  
 TELEPHONE

SOURCE OF LOCATION  
 BASNEY & SMITH INC  
 BASNEY & SMITH INC  
 BASNEY & SMITH INC  
 WILL BE SHOWN  
 ON AS-BUILT DRAWING

UTILITY PLAN  
 SCALE 1"=50'

KING'S COVE

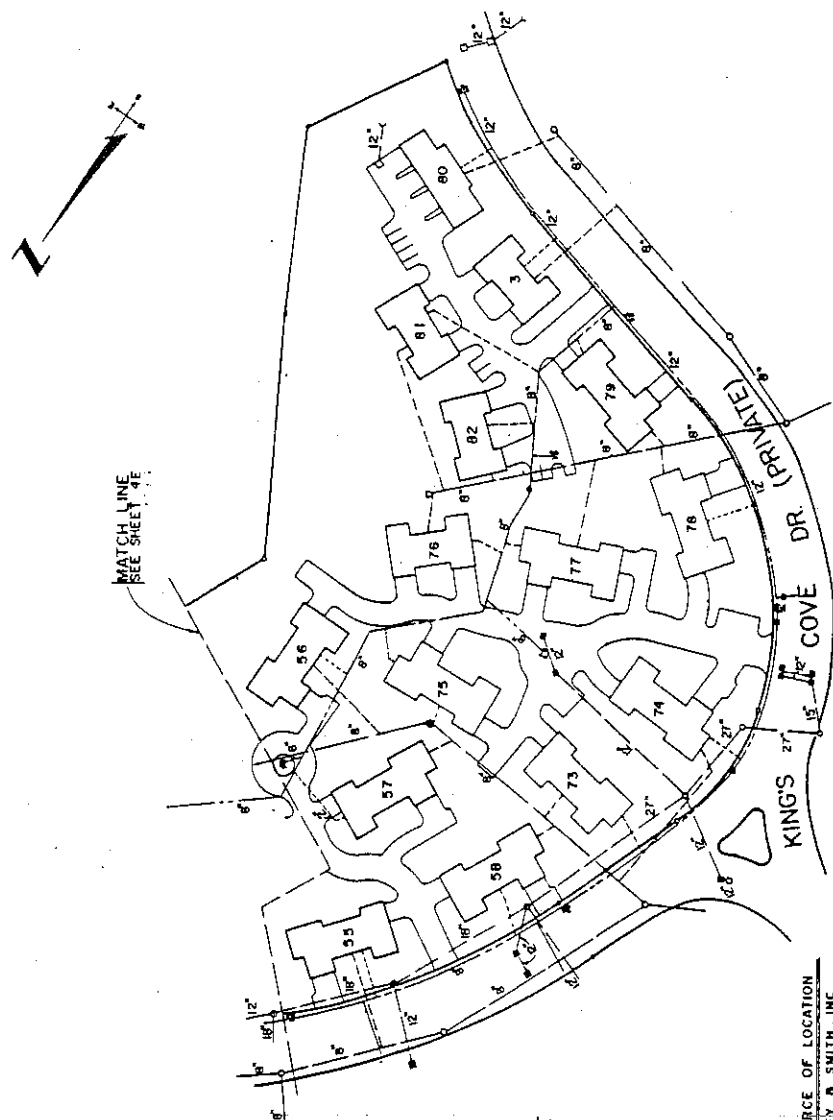
UTILITY PLAN

APPROVED  
 SEP 19 1964  
 AMERICAN INDEPENDENT  
 ENGINEERS

DATE OF ISSUE 9-12-1964

1"=50'

4 F



- MANHOLE
- CATCH BASIN
- WATER GATE
- HYDRANT
- WATER STOP
- WATER POLE
- INLET
- TRANSFORMER
- WATER MAIN
- WATER MAIN
- SEWER MAIN
- STORM SEWER
- STORM SEWER
- UNDERGROUND CABLE: DE
- UNDERGROUND CABLE: MB

PIPE SIZE UNLESS OTHER WISE SPECIFIED	UTILITY	SOURCE OF LOCATION
8"	WATER MAIN	BASNEY & SMITH, INC.
1 1/2"	WATER LEADS	BASNEY & SMITH, INC.
12"	STORM SEWER	BASNEY & SMITH, INC.
6"	STORM LEADS	BASNEY & SMITH, INC.
6"	SANITARY SEWER	BASNEY & SMITH, INC.
6"	SANITARY LEADS	BASNEY & SMITH, INC.
	GAS	WILL BE SHOWN ON AS-BUILT DRAWINGS
	POWER	
	TELEPHONE	

APPROVED  
DATED 1978  
BY  
BASNEY & SMITH, INC.

KING'S COVE

UTILITY PLAN-PARCEL 3

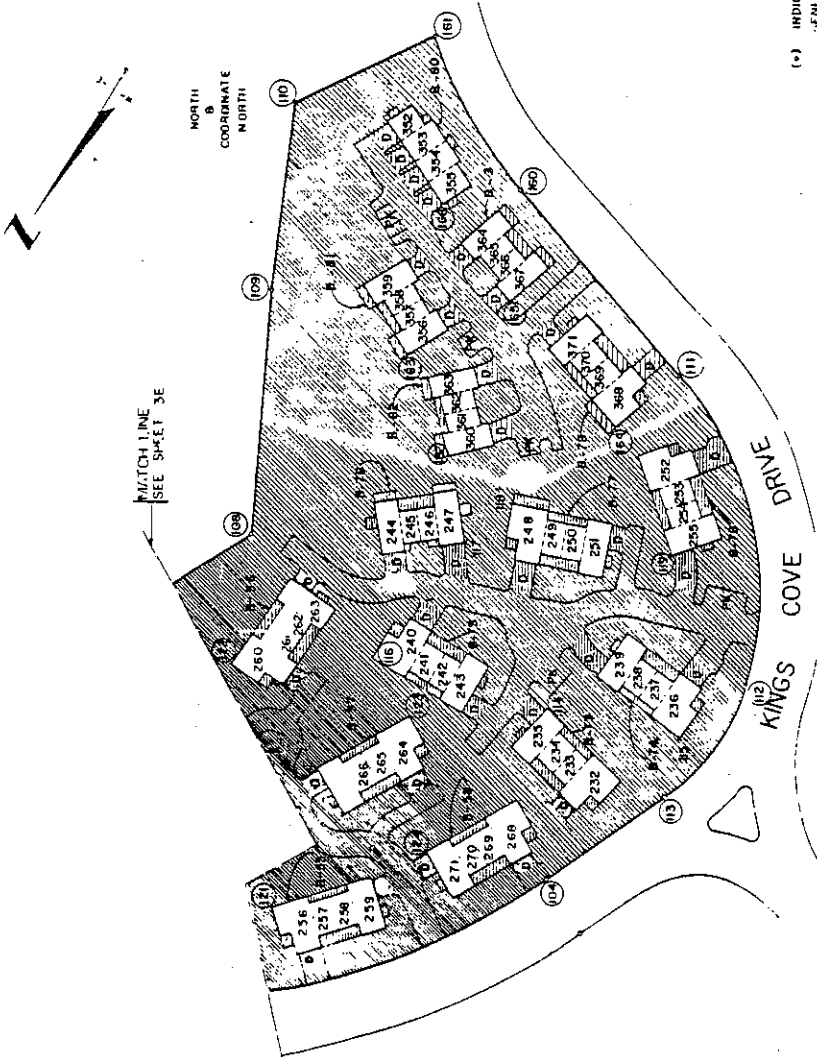
DATE: 4-5-78

BY: [Signature]

SCALE: 1"=30' 4.0



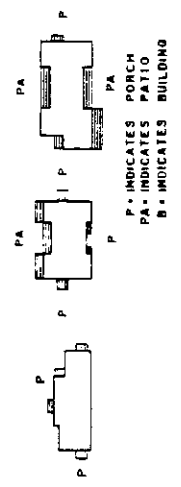
ST	NORTH	EAST
151	3009.75	2906.64
152	3108.95	3233.91
153	3005.18	3268.64
154	3022.92	3268.64
155	3003.76	3268.64
156	3131.59	3268.64
157	3127.66	3268.64
158	3131.59	3268.64
159	3131.59	3268.64
160	3131.59	3268.64
161	3131.59	3268.64
162	3131.59	3268.64
163	3131.59	3268.64
164	3131.59	3268.64
165	3131.59	3268.64
166	3131.59	3268.64
167	3131.59	3268.64
168	3131.59	3268.64
169	3131.59	3268.64
170	3131.59	3268.64
171	3131.59	3268.64
172	3131.59	3268.64
173	3131.59	3268.64
174	3131.59	3268.64
175	3131.59	3268.64
176	3131.59	3268.64
177	3131.59	3268.64
178	3131.59	3268.64
179	3131.59	3268.64
180	3131.59	3268.64
181	3131.59	3268.64
182	3131.59	3268.64
183	3131.59	3268.64
184	3131.59	3268.64
185	3131.59	3268.64
186	3131.59	3268.64
187	3131.59	3268.64
188	3131.59	3268.64
189	3131.59	3268.64
190	3131.59	3268.64
191	3131.59	3268.64
192	3131.59	3268.64
193	3131.59	3268.64
194	3131.59	3268.64
195	3131.59	3268.64
196	3131.59	3268.64
197	3131.59	3268.64
198	3131.59	3268.64
199	3131.59	3268.64
200	3131.59	3268.64



APPROVED  
SEP 27 1988  
MAYOR OF PHOENIX  
OFFICE OF THE CITY CLERK  
OFFICE OF THE CITY CLERK

- (\*) INDICATES STEEL BAR
- (-) GENERAL LUMBER ELEMENT
- (D) LIMITED CONCRETE ELEMENT
- (D) INDICATES DRIVE
- (PK) INDICATES PARKING

TYPICAL LOCATION  
OF PORCHES & PATIOS



**SITE PLAN - PARCEL 3**

REVISIONS

DATE: 4-3-78

BY: [Signature]

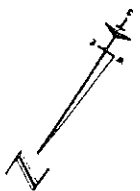
FOR: [Signature]

SEAL OF THE CITY OF PHOENIX

OFFICE OF THE CITY CLERK

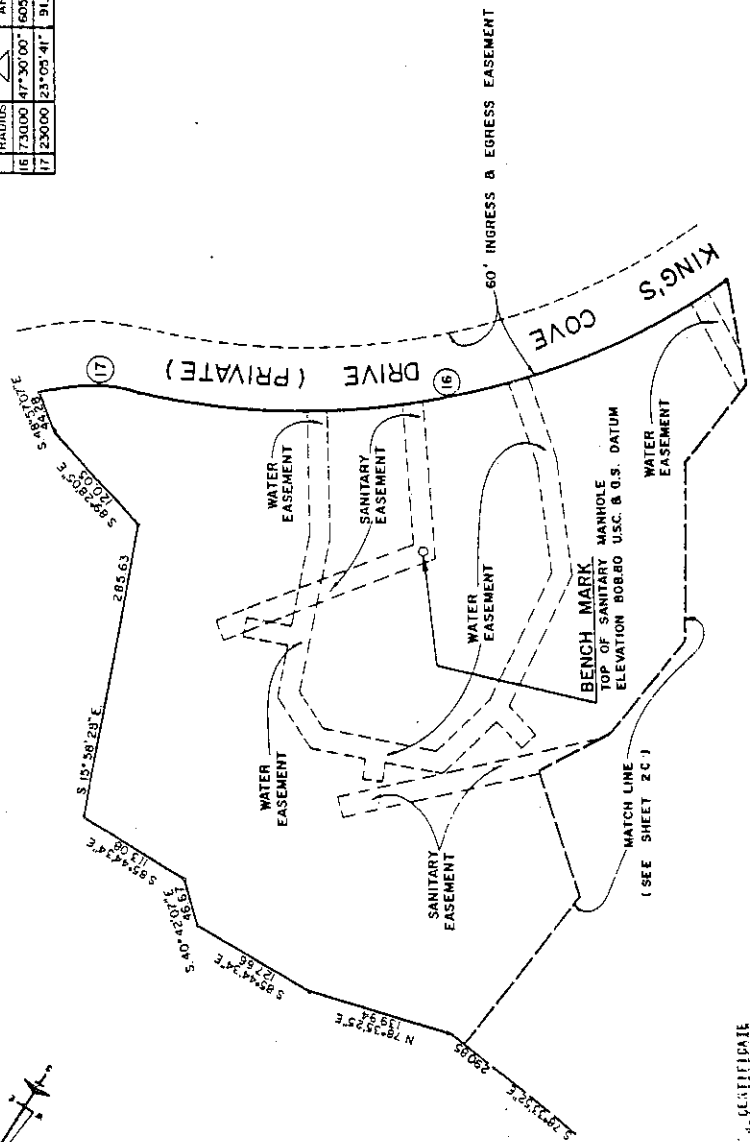
OFFICE OF THE CITY CLERK





CURVE DATA

RADIUS	ARC	CHORD	CHG. BEARING
16 730.00	47° 30' 00"	605.19	N 52° 45' 00" E.
17 230.00	23° 05' 41"	91.25	S 65° 08' 01" E.



APPROVED  
SEPT 29 1968  
BRUCE A. GRIFFIN, CIVIL  
ENGINEER  
DETROIT, MICHIGAN

NOTE: ALL EASEMENTS SHOWN  
ARE 20' WIDE.

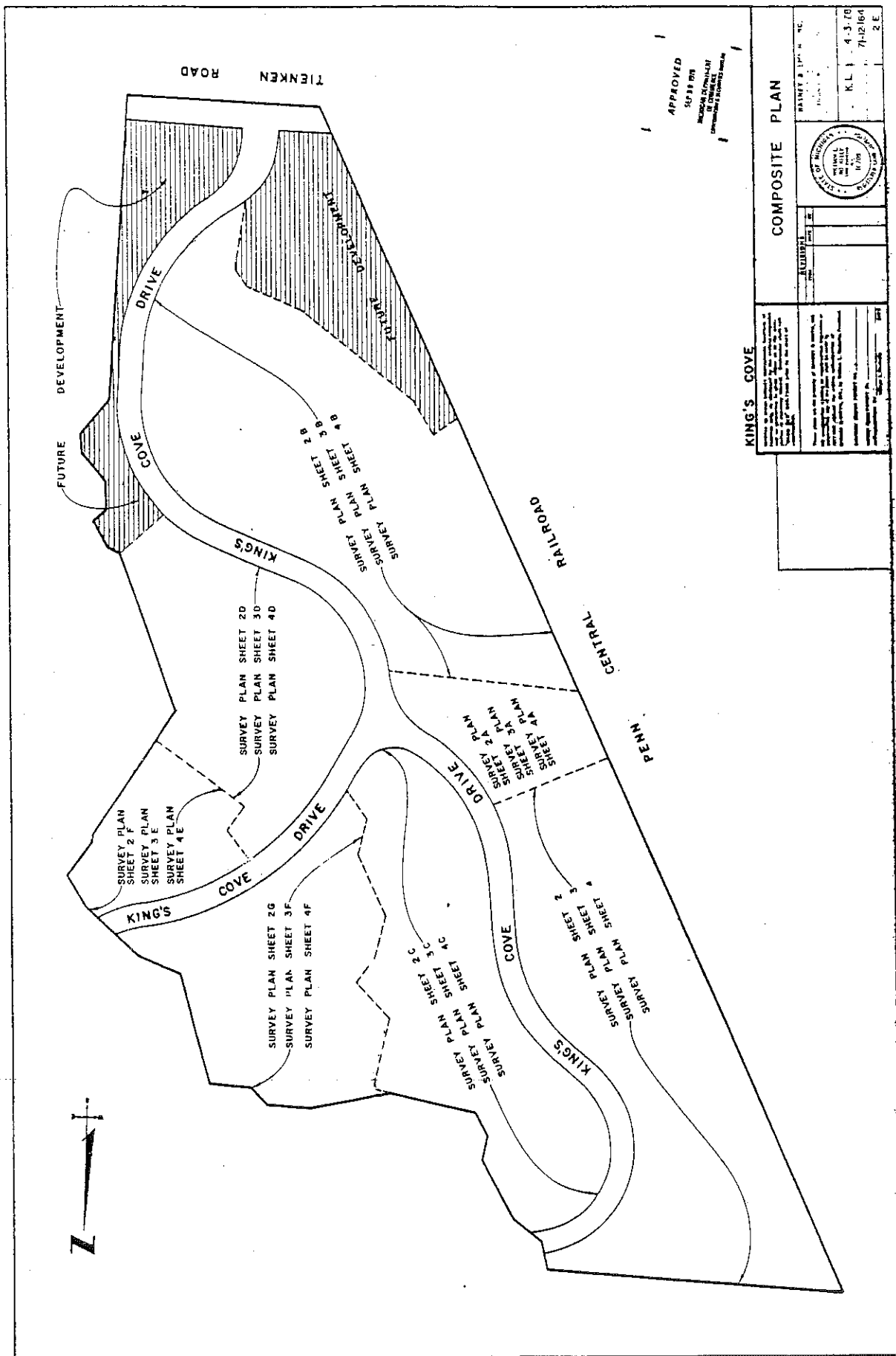
EXAMINER'S CERTIFICATE  
I HAVE EXAMINED THE SURVEY  
AND CERTIFY THAT THE SAME  
IS ACCURATE AND CORRECT  
AND THAT THE EASEMENTS  
SHOWN ARE 20' WIDE.  
4-5-68  
J.H.C.

**KING'S COVE**

**SURVEY PLAN**

BRUCE A. GRIFFIN, INC.  
11111 W. 10 MILE RD., DETROIT, MICH. 48240  
TELEPHONE 461-1111  
FAX 461-1111

DATE: 4-5-68  
SHEET: 1 OF 1  
SCALE: 1" = 50'



APPROVED  
 10/10/70  
 10/10/70  
 10/10/70  
 10/10/70

KING'S COVE		COMPOSITE PLAN	
1. This plan shows the location of the proposed development and the location of the existing development. 2. The plan shows the location of the proposed development and the location of the existing development. 3. The plan shows the location of the proposed development and the location of the existing development. 4. The plan shows the location of the proposed development and the location of the existing development.		1. This plan shows the location of the proposed development and the location of the existing development. 2. The plan shows the location of the proposed development and the location of the existing development. 3. The plan shows the location of the proposed development and the location of the existing development. 4. The plan shows the location of the proposed development and the location of the existing development.	
1. This plan shows the location of the proposed development and the location of the existing development. 2. The plan shows the location of the proposed development and the location of the existing development. 3. The plan shows the location of the proposed development and the location of the existing development. 4. The plan shows the location of the proposed development and the location of the existing development.		1. This plan shows the location of the proposed development and the location of the existing development. 2. The plan shows the location of the proposed development and the location of the existing development. 3. The plan shows the location of the proposed development and the location of the existing development. 4. The plan shows the location of the proposed development and the location of the existing development.	
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MAINLY 8 1/2" x 11" 1/2"  
 K.L. 4-3-70  
 7-12-64  
 2 E



R. 11 E., 43<sup>RD</sup> TOWNSHIP, OAKLAND COUNTY, MICH.  
88 DEGREES 00 MINUTES 00 SECONDS WEST 452.00 FEET  
AND NORTH 02 DEGREES 00 MINUTE 12 SECONDS EAST  
173.50 FEET AND NORTH 40 DEGREES 22 MINUTES 20  
SECONDS EAST 108.73 FEET AND NORTH 09 DEGREES 13  
MINUTES 11 SECONDS WEST 47.22 FEET AND NORTH 40  
NORTH 03 DEGREES 46 MINUTES 24 SECONDS WEST 69.34  
NORTH 03 DEGREES 46 MINUTES 24 SECONDS WEST 69.34  
EAST 47.22 FEET AND NORTH 29 DEGREES 15 MINUTES 50  
SECONDS WEST 71.11 FEET AND NORTH 66 DEGREES 36  
MINUTES 00 SECONDS WEST 34.75 FEET FROM THE SOUTH  
1/4 CORNER OF SECTION 3, T.13 N., R.11 E., AND PRO-  
CEEDING THENCE SOUTH 36 DEGREES 43 MINUTES 51  
SECONDS WEST 147.95 FEET; THENCE ALONG A CURVE TO  
THE LEFT RADIUS 393.00 FEET, AN ARC DISTANCE OF  
158.99 FEET, CENTRAL ANGLE 24 DEGREES 20 MINUTES  
41 SECONDS, CHORD BEARING NORTH 45 DEGREES 09  
MINUTES 43 SECONDS WEST, CHORD DISTANCE 165.74  
FEET; THENCE NORTH 68 DEGREES 00 MINUTES 00  
SECONDS WEST 234.16 FEET; THENCE ALONG A CURVE TO  
THE RIGHT RADIUS 312.32 FEET, AN ARC DISTANCE OF  
319.80 FEET, CENTRAL ANGLE 58 DEGREES 40 MINUTES  
00 MINUTES, CHORD BEARING NORTH 38 DEGREES 40  
MINUTES 00 SECONDS WEST, CHORD DISTANCE 302.42  
FEET; THENCE ALONG A CURVE TO THE LEFT RADIUS  
200.00 FEET, AN ARC DISTANCE OF 133.81 FEET,  
CENTRAL ANGLE 38 DEGREES 20 MINUTES 00 SECONDS,  
CHORD BEARING NORTH 09 DEGREES 50 MINUTES 00  
SECONDS EAST, CHORD DISTANCE 131.33 FEET; THENCE  
NORTH 29 DEGREES 00 MINUTES 00 SECONDS EAST 14.50  
FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS  
670.00 FEET, AN ARC DISTANCE OF 253.45 FEET,  
CENTRAL ANGLE 17 DEGREES 30 MINUTES 00 SECONDS,  
CHORD BEARING NORTH 52 DEGREES 45 MINUTES 00  
SECONDS EAST, CHORD DISTANCE 439.68 FEET; THENCE  
ALONG A CURVE TO THE LEFT, RADIUS 290.00 FEET, AN  
ARC DISTANCE OF 128.93 FEET, CENTRAL ANGLE 25 DE-  
GREES 20 MINUTES 38 SECONDS, CHORD BEARING NORTH  
65 DEGREES 41 MINUTES 13 SECONDS EAST, CHORD DIS-  
TANCE 127.48 FEET; THENCE SOUTH 48 DEGREES 57  
MINUTES 07 SECONDS EAST 69.24 FEET; THENCE SOUTH  
31 DEGREES 27 MINUTES 25 SECONDS EAST 78.96 FEET;  
THENCE SOUTH 33 DEGREES 07 MINUTES 40 SECONDS WEST  
88.31 FEET; THENCE SOUTH 11 DEGREES 39 MINUTES 46  
00 MINUTES 00 SECONDS WEST 372.50 FEET; THENCE  
SOUTH 21 DEGREES 04 MINUTES 00 SECONDS EAST 238.30  
FEET; THENCE SOUTH 18 DEGREES 46 MINUTES 11  
SECONDS EAST 180.40 FEET TO THE POINT OF BE-  
GINNING, CONTAINING 428.401.50 SQUARE FEET. APPRO-  
XIMATE TO EASEMENTS OF RECORD.

R. 11 E., AYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT N. 86 DEGREES 00 MINUTES 00 SECONDS WEST 923.34 FEET FROM THE CORNER OF THE SECTION 16, TOWNSHIP 36 N. AND RANGE 11 E. AND N. 28 DEGREES 00 MINUTES 00 SECONDS WEST 830.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 16, TOWNSHIP 36 N. AND RANGE 11 E. AND PROCEEDING THERE N. 26 DEGREES 04 MINUTES 00 SECONDS WEST 2444.00 FEET; THENCE S. 87 DEGREES 36 MINUTES 10 SECONDS EAST 1760.00 FEET; THENCE S. 13 DEGREES 21 MINUTES 07 SECONDS EAST 34.00 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 265.00 FEET, AN ARC DISTANCE OF 0.15-51 FEET, CENTRAL ANGLE 133 DEGREES 04 MINUTES 41 SECONDS, CHORD BEARING S. 15 DEGREES 32 MINUTES 23 SECONDS WEST A DISTANCE OF 486.19 FEET; THENCE S. 51 DEGREES 00 MINUTES 00 SECONDS EAST 92.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 410.00 FEET, AN ARC DISTANCE OF 222.01 FEET, CENTRAL ANGLE 45 DEGREES 00 MINUTES 00 SECONDS, CHORD BEARING S. 28 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 313.40 FEET; THENCE S. 06 DEGREES 00 MINUTES 00 SECONDS EAST 155.00 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 450.00 FEET, AN ARC DISTANCE OF 431.31 FEET, CENTRAL ANGLE 55 DEGREES 00 MINUTES 00 SECONDS, CHORD BEARING S. 33 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 415.57 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 200.00 FEET, AN ARC DISTANCE OF 180.33 FEET, CENTRAL ANGLE 51 DEGREES 04 MINUTES 00 SECONDS, CHORD BEARING S. 35 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 174.30 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 372.32 FEET, AN ARC DISTANCE OF 391.24 FEET, CENTRAL ANGLE 58 DEGREES 04 MINUTES 00 SECONDS, CHORD BEARING S. 38 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 364.60 FEET; THENCE S. 60 DEGREES 00 MINUTES 00 SECONDS EAST 224.16 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 333.00 FEET, AN ARC DISTANCE OF 408.95 FEET, CENTRAL ANGLE 10 DEGREES 01 MINUTE 12 SECONDS, CHORD 233.26 FEET; CHORD BEARING S. 32 DEGREES 59 MINUTES 24 SECONDS E.; THENCE S. 02 DEGREES 01 MINUTE 12 SECONDS WEST 1113.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 430.00 FEET, AN ARC DISTANCE OF 403.60 FEET, CENTRAL ANGLE 53 DEGREES 46 MINUTES 41 SECONDS, CHORD 388.95 FEET, CHORD BEARING S. 28 DEGREES 47 MINUTES 30 SECONDS WEST; THENCE S. 55 DEGREES 10 FEET; THENCE S. 07 DEGREES 36 MINUTES 10 SECONDS EAST 115.00 FEET; THENCE N. 36 DEGREES 05 MINUTES 58 SECONDS WEST 55.00 FEET; THENCE N. 68 DEGREES 30 MINUTES 00 SECONDS W. 135.00 FEET; THENCE N. 33 DEGREES 29 MINUTES 25 SECONDS W. 370.00 FEET; THENCE N. 33 DEGREES 41 MINUTES 08 SECONDS W. 100.45 FEET; THENCE S. 53 DEGREES 03 MINUTES 03 SECONDS W. 75.00 FEET TO THE POINT OF BEGINNING. CONTAINING 597,480.40 SQUARE FEET. EXCEPT ANY PART TAKEN, USED OR DEEDED FOR ROAD PURPOSES. SUBJECT TO EASEMENTS OF RECORD.

[illegible]

TITLE	PAGE
1. Introduction	1
2. Literature Review	5
3. Methodology	10
4. Results	15
5. Discussion	20
6. Conclusion	25
7. References	30
8. Appendix	35
9. Bibliography	40
10. Index	45

[illegible]

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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION AND THAT THE DRAWINGS WILL BE OF THE CHARACTER AND ACCURACY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.  
I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (O) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.

4-3-79  
DATE  
WILLIAM L. ROSKELLY  
BLS # 10708  
JASNEY & SMITH, INC.  
DETROIT, MICHIGAN 48240

PLAN CERTIFICATION  
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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DRAWINGS WAS PREPARED UNDER MY DIRECTION AND THAT THE ATTACHED DRAWINGS OF BUILDINGS AND IMPROVEMENTS ARE PROPOSED.

4-3-79  
DATE  
WILLIAM L. ROSKELLY  
BLS # 10708  
JASNEY & SMITH, INC.  
DETROIT, MICHIGAN 48240

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED  
THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED OF KING'S COVE-A CONDOMINIUM, WAS ISSUED TODAY PURSUANT TO ACT 59, PUBLIC ACTS OF 1979, AS AMENDED.

8-24-78  
DATE  
F. C. MACCREY, DIRECTOR  
CORPORATION AND SECURITIES  
BUREAU  
DEPARTMENT OF COMMERCE



APPROVED  
SEP 23 1981  
MICHAEL SCHWARTZ  
DEPUTY DIRECTOR  
CORPORATION AND SECURITIES BUREAU

NOTE:  
BUILDING ELEVATIONS ARE SHOWN IN DETAIL ON MICROFILMED ARCHITECTURAL WORKING DRAWINGS ON FILE WITH THE MICHIGAN DEPARTMENT OF COMMERCE SECURITIES BUREAU.

KING'S COVE

TITLE		PAGE		CERTIFICATIONS	
KING'S COVE		1		1A	
SUBDIVISION		PLAN		DATE	
KING'S COVE		1		1A	
APPROVED		DATE		BY	
F. C. MACCREY		8-24-78		DIRECTOR	
CORPORATION AND SECURITIES BUREAU		DEPARTMENT OF COMMERCE		STATE OF MICHIGAN	

REPLAT NO. 9 OF  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF  
KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER:  
BARNES MORTGAGE INVESTMENT TRUST  
100 FEDERAL STREET  
BOSTON, MASSACHUSETTS 02110  
BASNEY & SMITH, INC.  
2500 P. SIX MILE ROAD  
DETROIT, MI 48240

34. LONGITUDINAL SECTION FOR BLDGS. 31, 35, 37, 41,  
35. BASEMENT PLAN FOR BLDGS. 31, 35, 37, 41,  
36. FIRST FLOOR PLAN FOR BLDGS. 31, 35,  
37. SECOND FLOOR PLAN FOR BLDGS. 31, 35,  
38. LONGITUDINAL SECTION FOR BLDGS. 31, 35,  
39. LONGITUDINAL SECTION FOR BLDGS. 31, 35,  
40. BASEMENT PLAN FOR BLDGS. 31, 35, 37, 41,  
41. FIRST FLOOR PLAN FOR BLDGS. 31, 35, 37, 41,  
42. SECOND FLOOR PLAN FOR BLDGS. 31, 35, 37, 41,  
43. LONGITUDINAL SECTION FOR BLDGS. 31, 35, 37, 41,  
44. BASEMENT PLAN FOR BLDGS. 31, 35, 37, 41,  
45. FIRST FLOOR PLAN FOR BLDGS. 31, 35, 37, 41,  
46. SECOND FLOOR PLAN FOR BLDGS. 31, 35, 37, 41,  
47. LONGITUDINAL SECTION FOR BLDGS. 31, 35, 37, 41,  
48. BASEMENT PLAN FOR BLDGS. 31, 35, 37, 41,  
49. FIRST FLOOR PLAN FOR BLDGS. 31, 35, 37, 41,  
50. SECOND FLOOR PLAN FOR BLDGS. 31, 35, 37, 41,

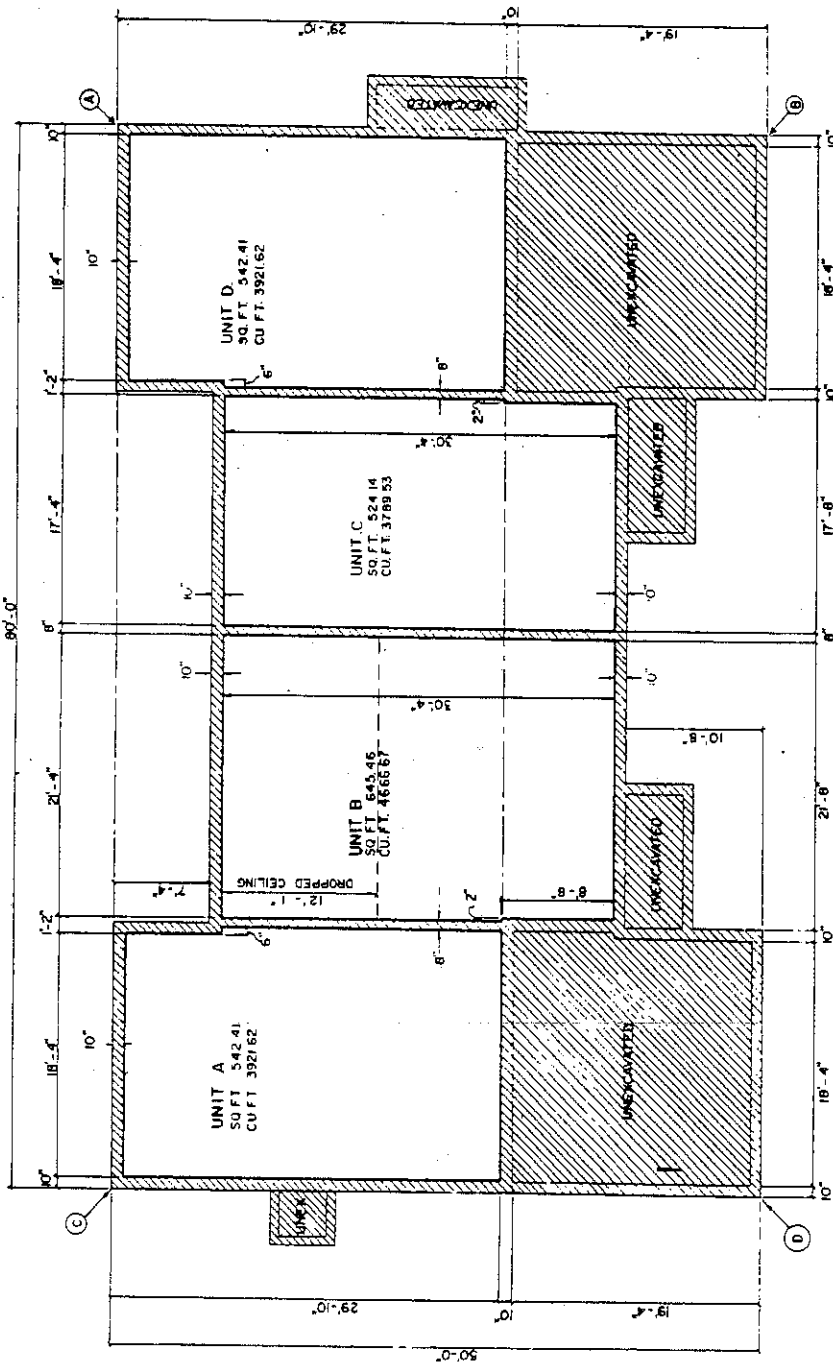
NOTE:  
KING'S COVE IS A MULTIPURPOSE CONDOMINIUM PROJECT.  
THE MASTER DEED, INDENTURES, AMENDMENTS AND NEW  
SHEETS WHICH ARE REVISED DATED APRIL 3, 1978.  
THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE  
OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY  
RECORDED.

APPROVED  
BY  
BASNEY & SMITH, INC.  
REGISTERED PROFESSIONAL  
ENGINEER  
STATE OF MICHIGAN  
EXPIRATION DATE 12-31-84

TITLE PAGE

BASNEY & SMITH, INC. REGISTERED PROFESSIONAL ENGINEER STATE OF MICHIGAN	
CY M	7-3-78
DATE	7-12-84





**BASEMENT PLAN**

B.L.D.G.	UNIT			
	A	B	C	D
68	224	225	226	227
76	244	245	246	247
50	276	277	278	279
52	284	285	286	287
54	292	293	294	295
3	364	365	366	367
48	308	309	310	311
59	320	321	322	323
60	324	325	326	327
62	332	333	334	335

B.L.D.G. NO.	POINT	NORTH	EAST	BEARING	FROM (A)	TO (B)
68	D	4044.44	2673.94	S82°52'43"W		
76	B	3439.72	3125.36	S37°43'49"W		
50	A	3979.19	3323.60	S71°41'03"W		
52	C	3645.65	3319.23	S43°19'40"E		
54	A	3929.59	3204.74	S55°58'28"W		
3	B	3211.11	3191.73	N22°20'00"E		
48	D	4213.94	3285.79	S76°00'00"W		
59	D	4017.25	3018.15	N41°30'00"W		
60	A	4104.29	2955.00	S39°45'00"E		
62	C	4410.32	2871.49	S41°19'00"W		
63	A	4294.52	2775.14	N41°19'00"E		
64	C	4069.62	2779.38	S89°00'00"E		
81	C	3300.72	3258.65	S31°30'00"W		
82	C	3374.76	3176.29	S49°15'00"W		

APPROVED  
3/23/78  
MANSON ENGINEERING  
1000 10TH AVE. S.W.  
SEASIDE, CALIF. 94134

LIMITS OF OWNERSHIP  
GENERAL  
COMMON ELEMENT  
UNITED

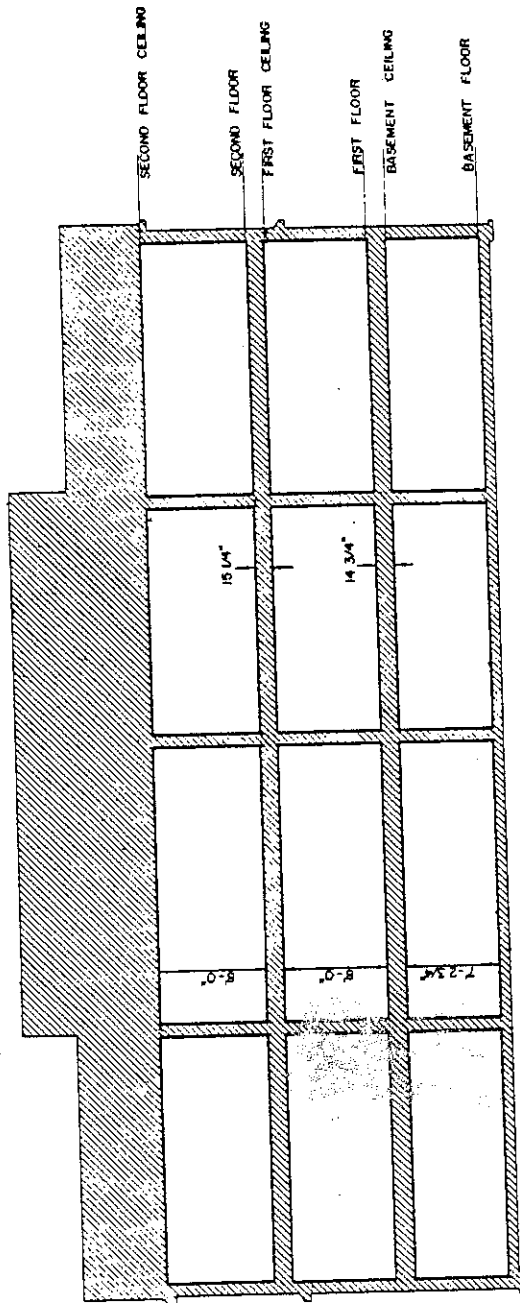


**KING'S COVE**

BASEMENT PLAN FOR  
BLDG. - 68, 76, 50, 52, 54, 3, 46,  
59, 60, 62, 63, 64, 81, 82

3-1-78  
MANSON & SMITH, INC.  
1000 10TH AVE. S.W.  
SEASIDE, CALIF. 94134

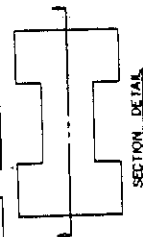




# LONGITUDINAL SECTION SCALE 1/4" = 1'-0"

TABLE OF USC & GS ELEVATIONS

BLDG. NO.	FIRST FLOOR ELEVATION	BLDG. I.D.	FIRST FLOOR ELEVATION	BLDG. NO.	FIRST FLOOR ELEVATION
28738	92,738.30	31,807.00	92,738.30	28739	92,738.30
28739	92,738.30	31,807.00	92,738.30	28740	92,738.30
28740	92,738.30	31,807.00	92,738.30	28741	92,738.30
28741	92,738.30	31,807.00	92,738.30	28742	92,738.30
28742	92,738.30	31,807.00	92,738.30	28743	92,738.30
28743	92,738.30	31,807.00	92,738.30	28744	92,738.30
28744	92,738.30	31,807.00	92,738.30	28745	92,738.30
28745	92,738.30	31,807.00	92,738.30	28746	92,738.30
28746	92,738.30	31,807.00	92,738.30	28747	92,738.30
28747	92,738.30	31,807.00	92,738.30	28748	92,738.30
28748	92,738.30	31,807.00	92,738.30	28749	92,738.30
28749	92,738.30	31,807.00	92,738.30	28750	92,738.30



SECTION DETAIL

APPROVED  
SEP 11 1968  
NATIONAL ARCHITECTURAL  
EXHIBITION  
WASHINGTON, D.C.

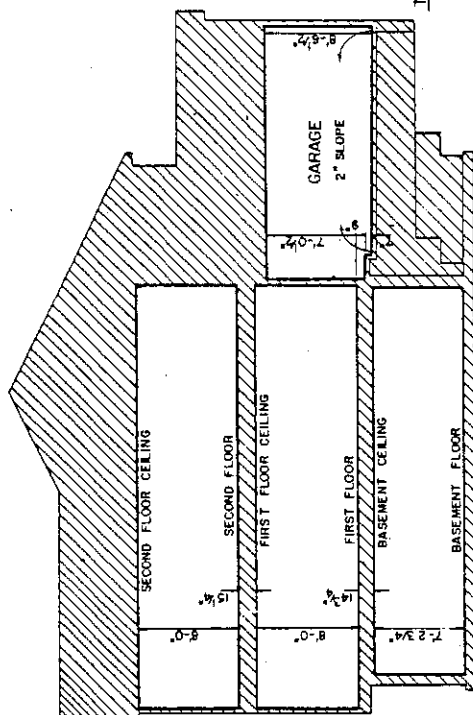
LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT



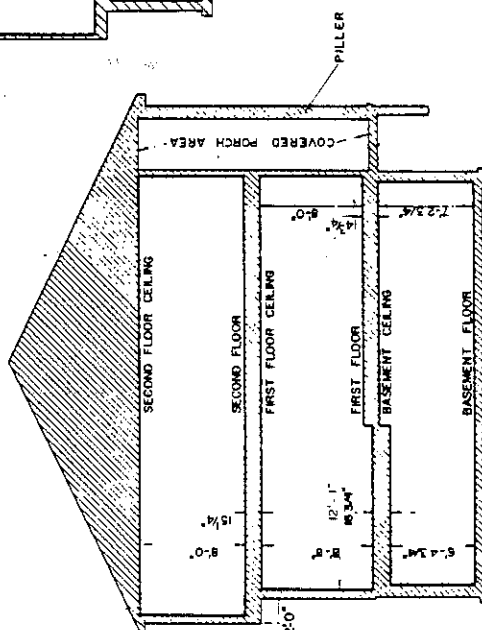
## KING'S COVE

BLDG. NO.	FIRST FLOOR ELEVATION	BLDG. I.D.	FIRST FLOOR ELEVATION	BLDG. NO.	FIRST FLOOR ELEVATION
28738	92,738.30	31,807.00	92,738.30	28739	92,738.30
28739	92,738.30	31,807.00	92,738.30	28740	92,738.30
28740	92,738.30	31,807.00	92,738.30	28741	92,738.30
28741	92,738.30	31,807.00	92,738.30	28742	92,738.30
28742	92,738.30	31,807.00	92,738.30	28743	92,738.30
28743	92,738.30	31,807.00	92,738.30	28744	92,738.30
28744	92,738.30	31,807.00	92,738.30	28745	92,738.30
28745	92,738.30	31,807.00	92,738.30	28746	92,738.30
28746	92,738.30	31,807.00	92,738.30	28747	92,738.30
28747	92,738.30	31,807.00	92,738.30	28748	92,738.30
28748	92,738.30	31,807.00	92,738.30	28749	92,738.30
28749	92,738.30	31,807.00	92,738.30	28750	92,738.30

LONGITUDINAL SECTION  
FOR BLDG'S 31,35,37,41,68,  
91,76,50,32,54,3,46,59,60,  
62,63,64,61,82  
4-3-78  
BASIN & LIMB, INC.  
7412 6th  
KING'S COVE



**CROSS SECTION B-B**

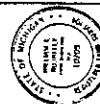


CROSS SECTION A-A

BLDG. NO.	FIRST FLOOR	ELEVATION
3	796.50	3
4	796.50	4
5	796.50	5
6	796.50	6
7	796.50	7
8	796.50	8
9	796.50	9
10	796.50	10
11	796.50	11
12	796.50	12
13	796.50	13
14	796.50	14
15	796.50	15
16	796.50	16
17	796.50	17
18	796.50	18
19	796.50	19
20	796.50	20
21	796.50	21
22	796.50	22
23	796.50	23
24	796.50	24
25	796.50	25
26	796.50	26
27	796.50	27
28	796.50	28
29	796.50	29
30	796.50	30
31	796.50	31
32	796.50	32
33	796.50	33
34	796.50	34
35	796.50	35
36	796.50	36
37	796.50	37
38	796.50	38
39	796.50	39
40	796.50	40
41	796.50	41
42	796.50	42
43	796.50	43
44	796.50	44
45	796.50	45
46	796.50	46
47	796.50	47
48	796.50	48
49	796.50	49
50	796.50	50
51	796.50	51
52	796.50	52
53	796.50	53
54	796.50	54
55	796.50	55
56	796.50	56
57	796.50	57
58	796.50	58
59	796.50	59
60	796.50	60
61	796.50	61
62	796.50	62
63	796.50	63
64	796.50	64
65	796.50	65
66	796.50	66
67	796.50	67
68	796.50	68
69	796.50	69
70	796.50	70
71	796.50	71
72	796.50	72
73	796.50	73
74	796.50	74
75	796.50	75
76	796.50	76
77	796.50	77
78	796.50	78
79	796.50	79
80	796.50	80
81	796.50	81
82	796.50	82
83	796.50	83
84	796.50	84
85	796.50	85
86	796.50	86
87	796.50	87
88	796.50	88
89	796.50	89
90	796.50	90
91	796.50	91
92	796.50	92
93	796.50	93
94	796.50	94
95	796.50	95
96	796.50	96
97	796.50	97
98	796.50	98
99	796.50	99
100	796.50	100

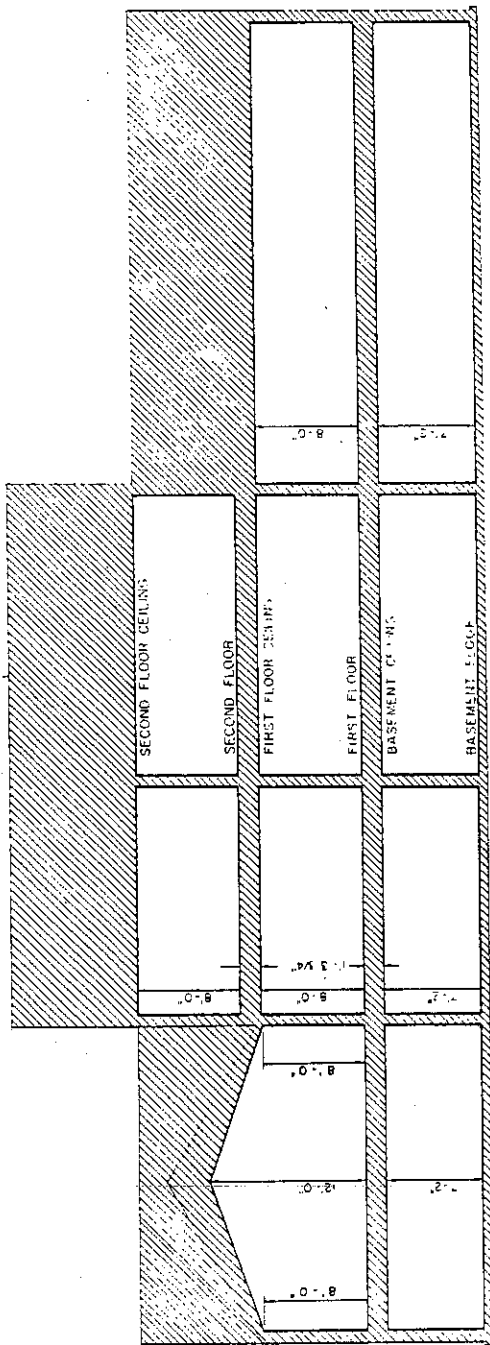
APPROVED  
SLP 2 & 15/10  
HONGKONG (INTERNATIONAL)  
OF CONTAINERS  
SOLUTIONS (SI) LIMITED

GENERAL LIMITED	COMMON ELEMENT	COMMON ELEMENT	LIMITS OF OWNERSHIP

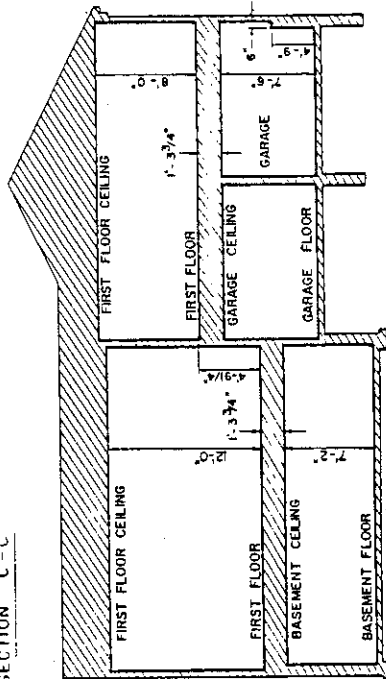


## KING'S COVE

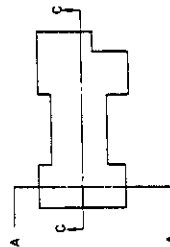
82	CROSS SECTION FOR BLDG.	31,35,37,41,68,91,76,50,52, 54,3,46,59,60,62,63,64,81,	BASNEY & SMITH, INC. 1000 10th St. N.E. Atlanta, Georgia 30309
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LONGITUDINAL SECTION C-C



SECTION A-A



SECTION DETAIL

TABLE OF U.S.C. B.S. ELEV.

FLOOR NO.	FIRST FLOOR ELEVATION	FLOOR NO.	FIRST FLOOR ELEVATION
2	796.01	75	796.50
7	801.33	57	806.50
11	807.33	58	806.50
19	812.33	44	818.50
21	798.03	45	814.50
28	798.03	48	816.50
32	803.33	61	816.50
34	808.33	65	808.00
36	806.33		
42	813.33		
67	804.33		
70	803.33		
83	809.50		
87	808.50		
94	818.50		
73	801.00		
75	802.50		

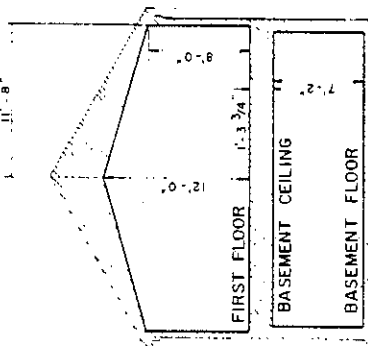
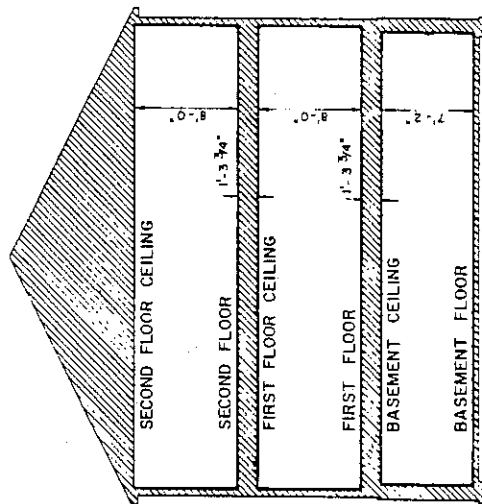
GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

— LIMITS OF OWNERSHIP

KING'S COVE

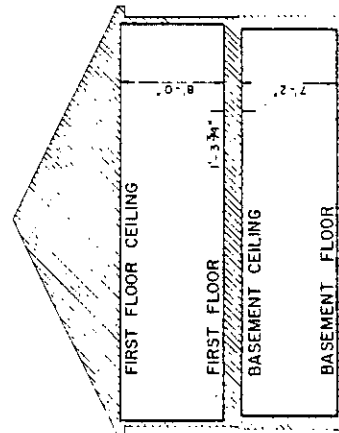
LONGITUDINAL SECTION FOR BLDG. 2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94, 73, 75, 78, 57, 58, 44, 45, 48, 61, 66

STATE OF NEW YORK  
COUNTY OF ALBANY  
JANUARY 11, 1978  
RECORDED  
111  
4-319  
11-12-64  
23

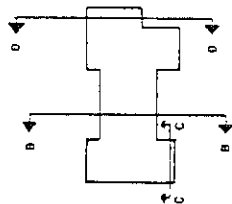


SECTION C-C

SECTION B-B



SECTION D-D



SECTION DETAIL

TABLE OF ELEVATIONS

U.S. & G.S. DATUM

BLDG	FIRST FL	BLDG	FIRST FL
7	801.33	2	795.83
11	803.33	73	801.00
19	802.33	75	802.50
21	798.83	78	798.50
28	798.03	57	804.33
32	804.33	70	803.33
34	808.73	85	808.50
36	806.33	87	808.50
42	810.33	94	818.50
57	808.50	56	806.50
44	818.50	61	818.50
45	814.50	66	806.00
48	816.50		

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

INDICATES LIMITS OF OWNERSHIP

APPROVED  
SEP 13 1978  
MEMORANDUM  
OF CONSULT  
CONTRACT NO. 1000000000

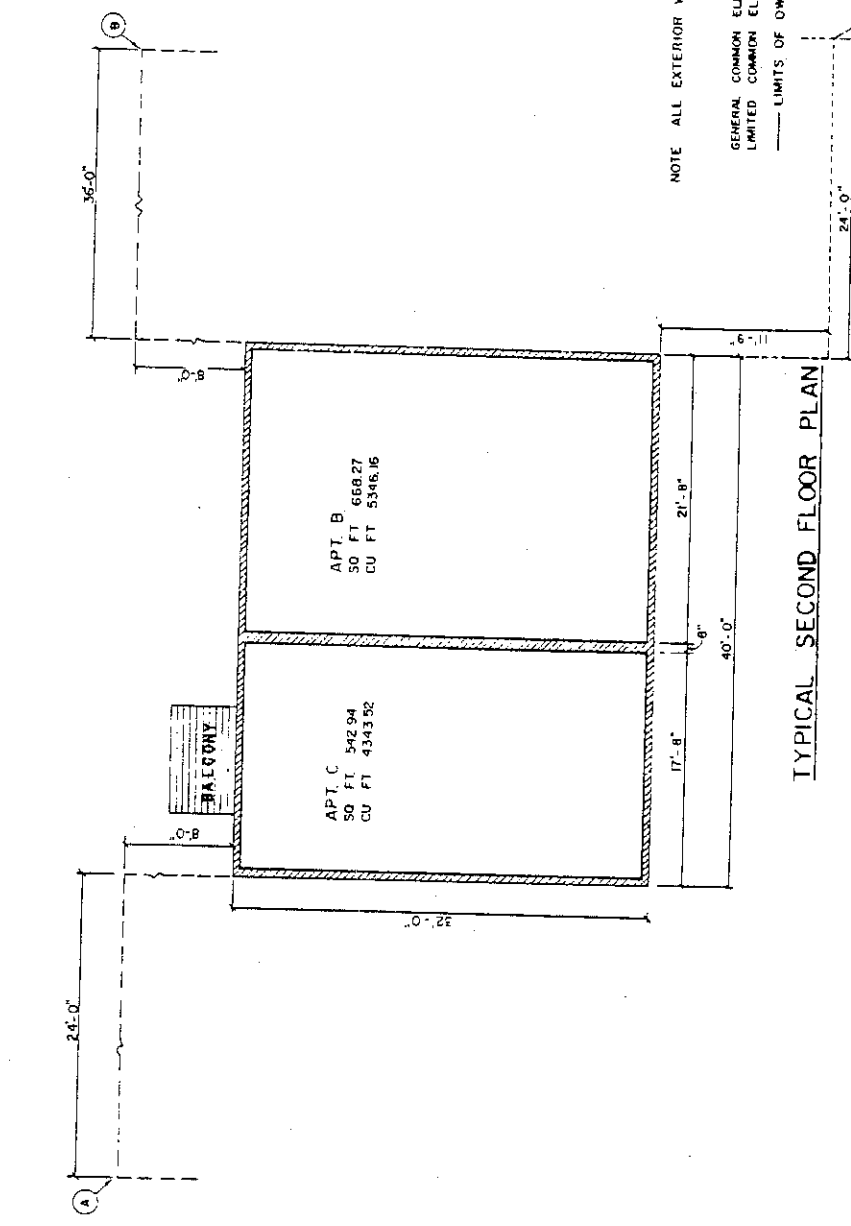
KING'S COVE

CROSS SECTIONS OF BLDGS. 2, 7, 11, 19, 21,  
28, 32, 34, 36, 42, 57, 58, 67, 70, 85, 87, 94, 73, 75,  
78, 44, 45, 48, 61, 66

SEAL OF THE CITY OF MEMPHIS  
REGISTERED PROFESSIONAL ENGINEER  
MEMPHIS, TENNESSEE  
T.H. 4-3-78  
1/4" = 1'-0"

BLDG. POINT	NORTH	EAST	BEARING FROM POINT
1	4254.01	2306.08	N 83° 20' 00" E
11	4616.33	2069.52	S 85° 30' 00" E
19	4490.65	2347.42	N 14° 30' 00" E
21	4896.90	1936.77	N 87° 36' 00" E
28	4654.47	2250.33	S 01° 20' 48" E
32	4609.68	2317.26	S 30° 34' 56" E
34	4423.94	2388.96	S 46° 05' 31" E
36	4270.10	2704.60	S 66° 28' 02" E
42	3895.21	2805.49	S 75° 35' 27" E
67	3873.50	2643.13	S 80° 29' 19" W
70	3206.23	2849.52	S 35° 10' 00" W
85	3371.18	2642.03	N 56° 30' 00" E
87	3084.62	3056.33	N 68° 00' 00" W
94	3534.99	2987.64	N 77° 28' 59" W
97	3573.63	3159.53	S 86° 40' 09" E
98	3354.69	2941.02	S 47° 20' 35" E
99	362.90	3004.45	S 34° 11' 22" W
100	3717.70	3038.28	S 33° 39' 52" W
44	4275.92	3200.73	S 37° 00' 00" E
45	4258.84	2998.91	N 08° 00' 00" W
46	4113.84	3285.79	N 70° 40' 00" E
61	4133.86	2942.98	S 14° 00' 00" W
66	3781.34	2862.61	N 36° 30' 00" E

UNIT	A	B	C	D
7	53	54	55	56
11	37	38	39	40
19	13	14	15	16
21	73	74	75	76
28	5	6	7	8
32	172	173	174	175
34	176	177	178	179
36	186	187	188	189
42	220	221	222	223
67	184	185	186	187
70	160	161	162	163
85	144	145	146	147
87	127	128	129	130
94	101	102	103	104
97	184	185	186	187
98	232	233	234	235
99	240	241	242	243
100	252	253	254	255
44	264	265	266	267
45	268	269	270	271
46	303	302	301	300
47	307	306	305	304
48	319	318	317	316
61	331	330	329	328
66	331	330	329	328



NOTE ALL EXTERIOR WALLS ARE 4"

APPROVED

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

TYPICAL SECOND FLOOR PLAN

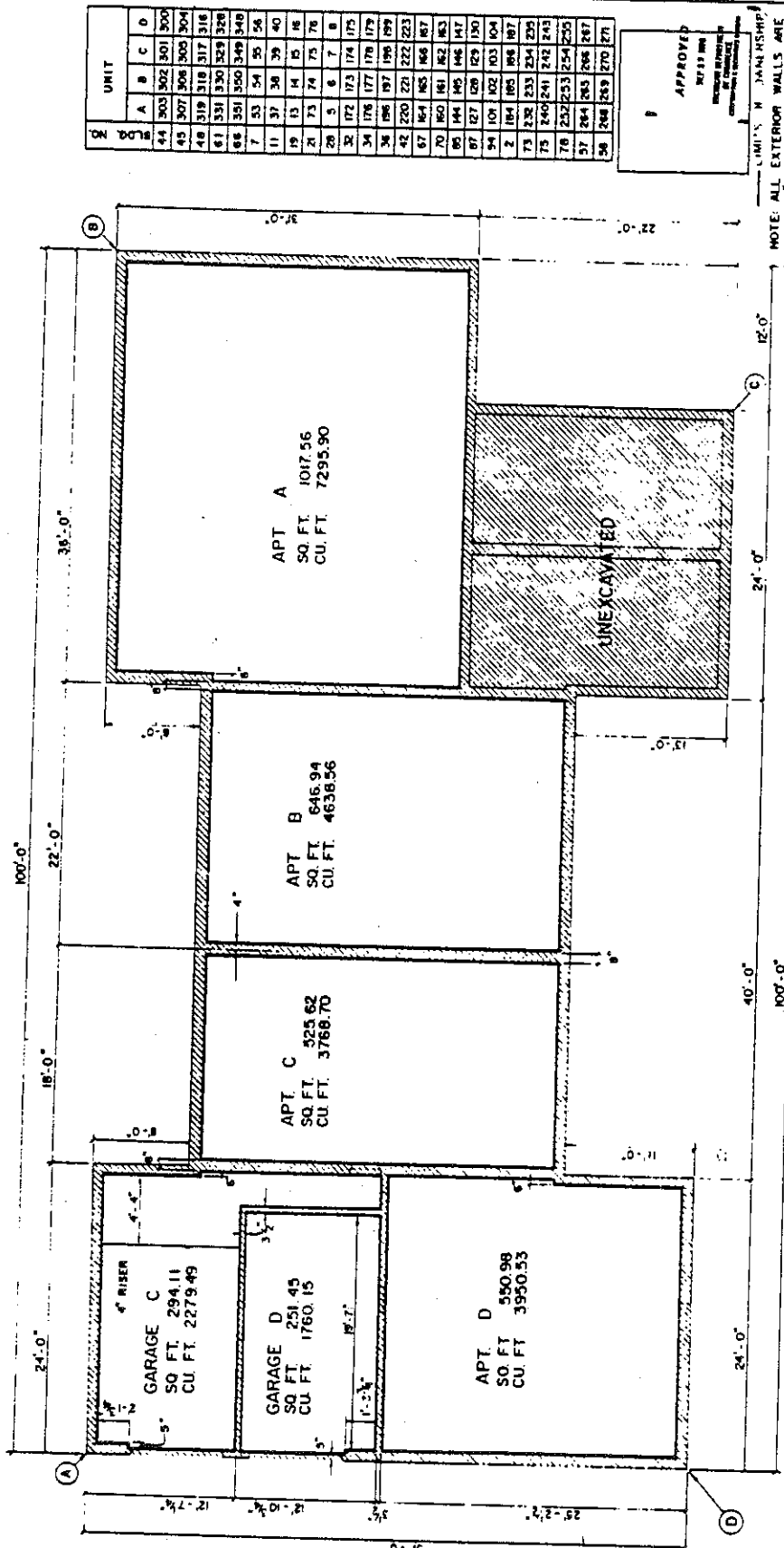
KING'S COVE

TYPICAL SECOND FLOOR PLAN FOR BLDGS.  
2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 57, 58, 67, 70, 73, 75,  
76, 85, 87, 94, 97, 98, 99, 100

WATNEY & SMITH, INC.  
REGISTERED PROFESSIONAL ARCHITECT  
10000 KINGS COVE BLVD., SUITE 100  
KING'S COVE, FL 33448

DATE: 4-3-79  
BY: J.M.  
CHECKED: J.M.  
SCALE: 1/8" = 1'-0"





UNIT	SQ. FT.				CU. FT.			
	A	B	C	D	A	B	C	D
44	303	302	301	300				
45	307	306	305	304				
46	319	318	317	316				
47	331	330	329	328				
48	351	350	349	348				
7	53	54	55	56				
11	37	38	39	40				
19	13	14	15	16				
21	73	74	75	76				
28	5	6	7	8				
32	172	173	174	175				
34	176	177	178	179				
36	186	187	188	189				
42	220	221	222	223				
67	164	165	166	167				
70	160	161	162	163				
80	144	145	146	147				
87	127	128	129	130				
94	101	102	103	104				
2	184	185	186	187				
73	236	237	238	239				
75	240	241	242	243				
78	232	233	234	235				
57	264	265	266	267				
58	268	269	270	271				

APPROVED  
10/19/88  
JAN H. SHARP  
REGISTERED PROFESSIONAL ARCHITECT  
STATE OF CALIFORNIA

NOTE: ALL EXTERIOR WALLS ARE  
10" UNLESS OTHERWISE  
SPECIFIED

GENERAL COMMON ELEMENT  
KING'S COVE LIMITED  
TYPICAL LOWER LEVEL PLAN FOR BLDGS.  
2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 57, 58, 67, 70, 73, 75, 78,  
80, 87, 94, 44, 45, 48, 61, 66

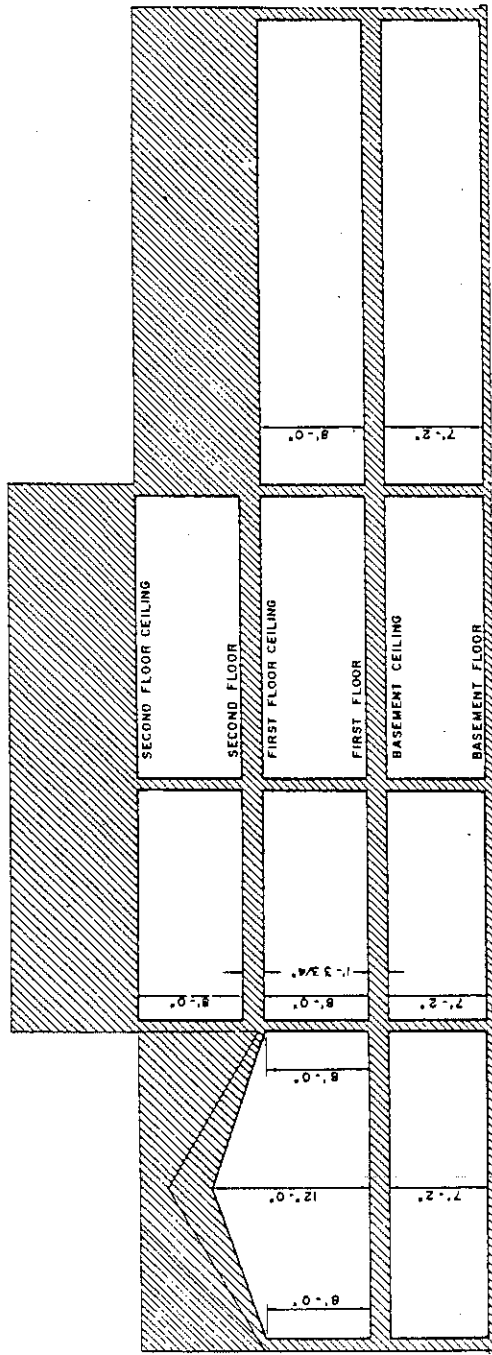
BLDG. NO.	PT.	NORTH	EAST	BEARING A TO B	BLDG. NO.	PT.	NORTH	EAST	BEARING A TO B
7	A	3925.41	2301.71	N 89° 20' 00" E	73	A	3084.62	3098.33	N 68° 00' 00" W
11	B	4225.01	2306.09	N 52° 30' 00" E	75	B	3534.99	2987.64	N 77° 28' 59" W
19	B	4618.33	2089.32	S 85° 30' 00" E	78	A	3573.83	3159.53	S 86° 40' 09" E
21	A	3480.63	2547.42	N 4° 50' 00" E	78	A	3354.69	2941.02	S 47° 20' 13" E
28	A	4896.90	1898.77	N 87° 36' 00" E	67	A	3892.21	2601.49	S 70° 35' 27" E
32	A	4654.47	2250.33	S 0° 20' 48" E	70	A	3873.50	2849.13	S 67° 57' 37" W
34	A	4609.68	2317.26	S 30° 34' 56" E	85	C	3008.23	2849.32	S 35° 10' 00" W
36	A	4423.94	2386.96	S 48° 05' 31" E	87	B	3208.23	2839.63	S 39° 00' 30" W
42	A	4270.10	2704.60	S 68° 28' 02" E	94	A	3371.18	2642.05	N 30° 50' 00" E
57	B	3962.80	3600.45	S 54° 11' 22" W					
58	A	3717.70	3033.88	S 33° 34' 52" W					

BLDG. NO.	PT.	NORTH	EAST	BEARING A TO B
44	B	4275.82	3003.73	S 37° 00' 00" E
45	B	4258.64	2998.19	N 08° 00' 00" W
48	B	4113.84	3183.79	N 70° 10' 00" W
61	B	4133.86	2841.88	S 14° 00' 00" W
66	D	3781.34	2868.61	N 38° 30' 00" E

SEAL OF THE ARCHITECT

JAN H. SHARP  
REGISTERED PROFESSIONAL ARCHITECT  
STATE OF CALIFORNIA

10/19/88



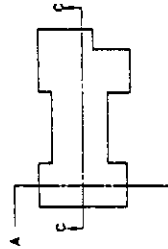
LONGITUDINAL SECTION C-C

TABLE OF U.S.C. B.G.S. ELEV.

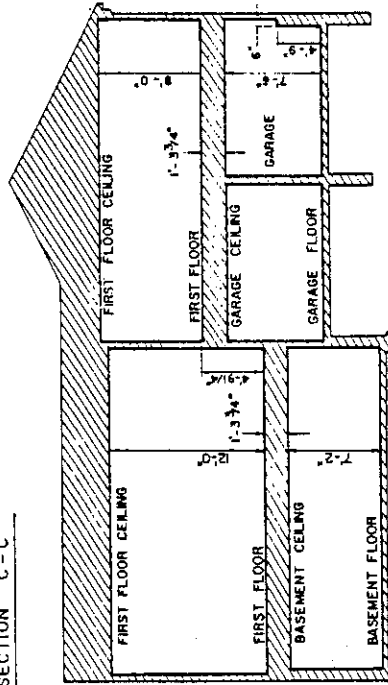
BLDG. NO.	FIRST FLOOR ELEVATION	TO	FIRST FLOOR ELEVATION
2	795.03	76	798.50
7	801.33	57	806.50
11	803.33	58	806.50
19	802.33	44	818.50
21	798.03	45	814.50
28	799.03	46	816.50
32	808.33	61	818.50
34	808.73	66	806.00
36	806.33	1	763.00
42	810.33	4	784.00
67	804.33		
70	803.33		
85	808.50		
87	808.50		
94	818.50		
73	801.00		
75	802.50		

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

--- LIMITS OF OWNERSHIP



SECTION DETAIL



SECTION A-A

KING'S COVE

LONGITUDINAL SECTION FOR BLDGS.  
2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94, 73,  
75, 78, 57, 58, 44, 45, 46, 61, 4 PROPOSED

DATE: 11-1-73  
BY: J.H.  
CHECKED: J.H.  
APPROVED: J.H.

1/4" = 1'-0"



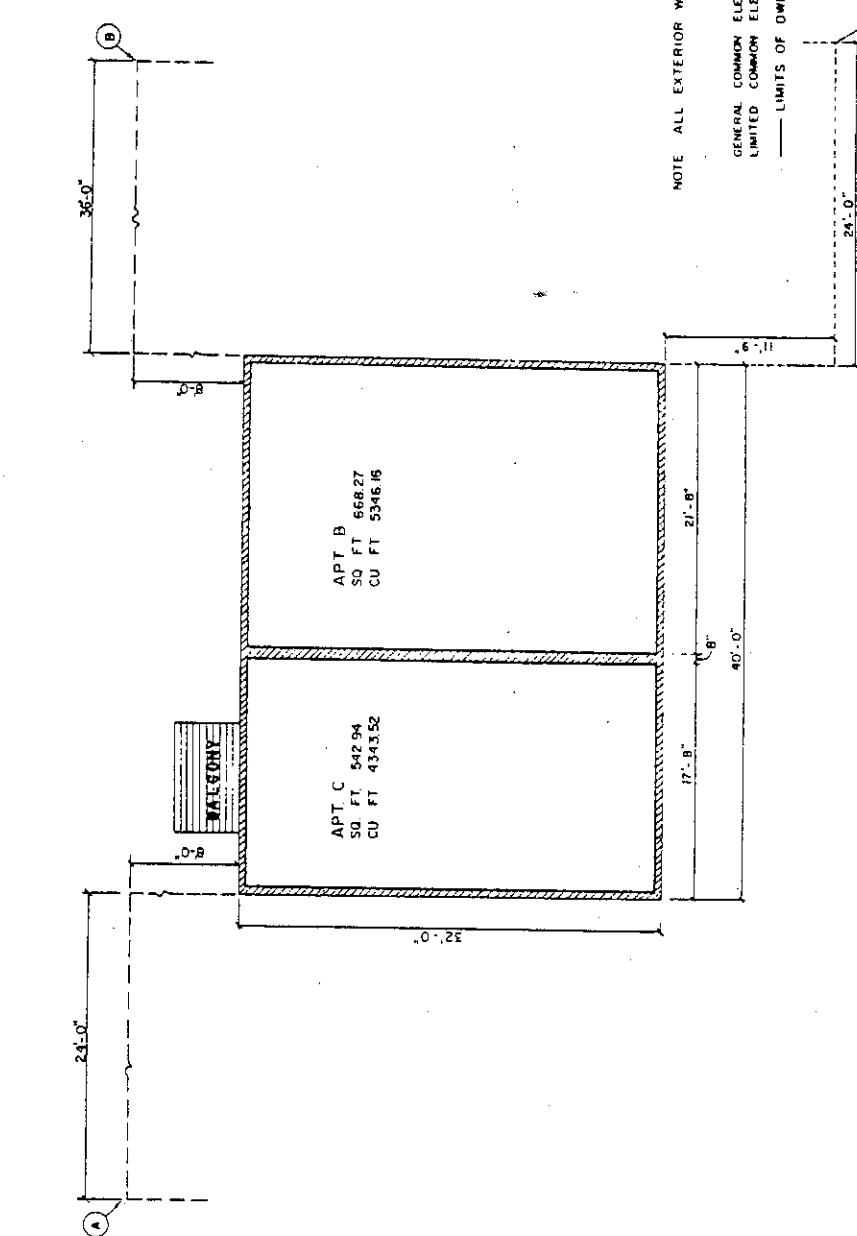
SCALE

A.P. 11-1-73  
NO. 11-1-73  
CITY OF NEW YORK





UNIT	UNIT			
	A	B	C	D
7	53	54	55	56
11	37	38	39	40
19	13	14	15	16
21	73	74	75	76
28	5	6	7	8
32	172	173	174	175
34	176	177	178	179
36	196	197	198	199
42	220	221	222	223
57	164	165	166	167
70	160	161	162	163
85	144	145	146	147
87	127	128	129	130
94	101	102	103	104
2	104	105	106	107
73	232	233	234	235
75	240	241	242	243
78	252	253	254	255
57	264	265	266	267
58	268	269	270	271
44	303	302	301	300
45	307	306	305	304
48	319	318	317	316
61	331	330	329	328
66	351	350	349	348
1	375	374	373	372
4	387	386	385	384



GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
LIMITS OF OWNERSHIP

**KING'S COVE**

**TYPICAL SECOND FLOOR PLAN FOR BLDGS.**  
2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 57, 58, 67, 70, 73, 75,  
78, 85, 87, 94, 44, 45, 48, 61, 66, 1, 4 (PROPOSED)

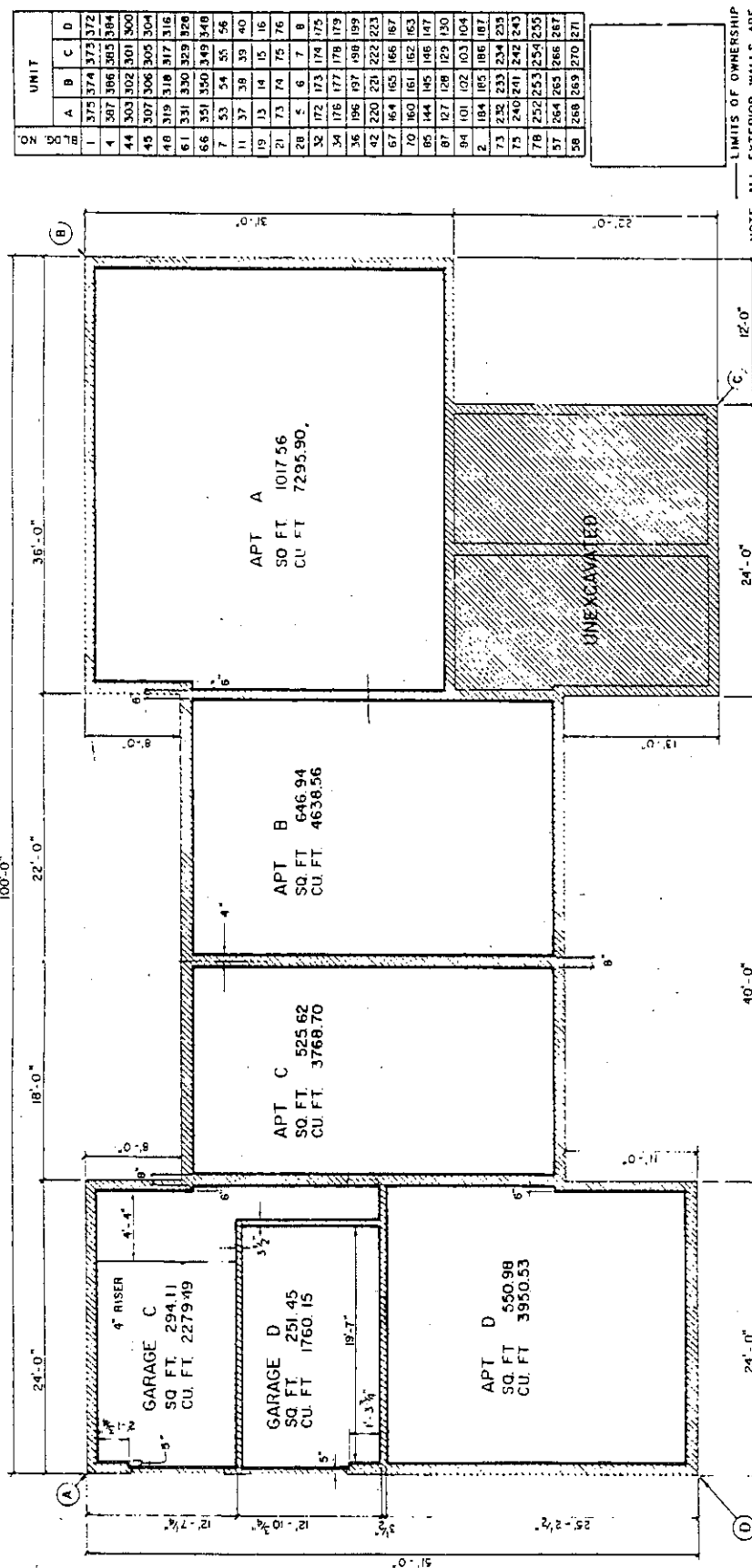
**BARRETT & SMITH, INC.**  
Architects  
10000  
10000  
10000

**SCALE**  
1" = 10'-0"

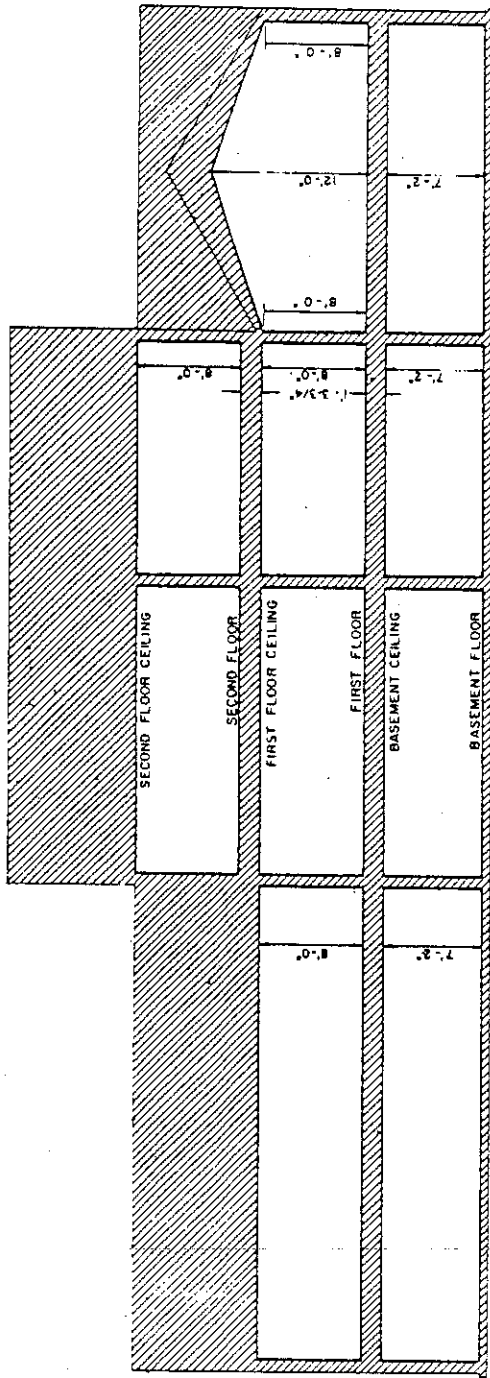
**DATE**  
10-23-78  
11-12-164

BLOC NO	PONT	NORTH	EAST	4 B FROM
7	A	3935.41	2301.71	N 83° 20' 00" E
11	B	4254.04	2306.08	N 52° 30' 00" E
19	B	4616.33	2063.52	S 05° 30' 00" E
21	A	1490.65	2547.42	N 14° 50' 00" E
28	A	4696.90	1896.77	N 87° 36' 00" E
32	A	4654.47	2250.33	S 01° 20' 48" E
34	A	4609.68	2317.26	S 30° 34' 56" E
36	A	4423.94	2388.36	S 46° 05' 31" E
42	A	4270.10	2704.60	S 66° 26' 02" E
67	A	3895.21	2805.49	S 75° 35' 27" E
70	A	3873.50	2649.13	S 50° 29' 19" W
85	C	3006.23	2849.52	S 35° 10' 00" W
87	B	3206.23	2839.63	S 28° 00' 00" W
94	A	3371.18	2642.05	N 59° 30' 00" E
2	C	3084.62	3056.33	N 68° 00' 00" W
73	A	3554.95	2987.64	N 77° 28' 59" W
75	B	3573.83	3059.53	S 88° 40' 09" E
78	A	3354.69	2994.02	S 47° 20' 33" E
57	B	3622.90	3000.45	S 34° 11' 22" W
58	A	3717.70	3032.28	S 33° 39' 52" W
44	B	4275.92	3200.73	S 37° 00' 00" E
45	B	4258.84	2998.91	N 08° 00' 00" W
48	B	4113.84	3285.79	N 70° 10' 00" E
61	B	4133.86	2942.98	S 14° 00' 00" W
66	D	3781.34	2862.61	N 36° 30' 00" E

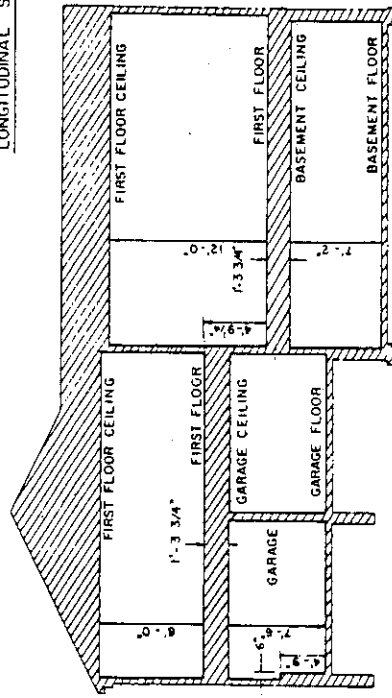




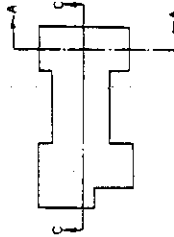
BLDG NO.	PT.	NORTH	EAST	BEARING A TO B	BEARING A TO C
44	B	42°15'32"	320°07'	S 37°00'00" E	
45	B	42°50'04"	299°51'	N 08°00'00" W	
48	B	41°53'04"	328°57'	N 70°10'00" E	
49	B	41°33'06"	294°28'	S 14°00'00" W	
61	B	37°51'34"	286°21'	N 36°30'00" E	
66	B	37°51'34"	286°21'	N 36°30'00" E	



LONGITUDINAL SECTION C-C



SECTION A-A



SECTION DETAIL

TABLE OF U.S.C.B.G.S. ELEV.

B.L.D.G. NO.	FIRST FLOOR ELEVATION	SECOND FLOOR ELEVATION
43	807.50	802.33
47	805.50	802.33
55	811.50	802.33
79	798.80	794.83
24	784.00	780.33
39	804.33	804.33
40	802.33	802.33
71	803.83	803.83
72	803.33	803.33
84	794.60	794.60
85	791.60	791.60
74	800.50	800.50
77	799.20	799.20
53	807.50	807.50
56	804.50	804.50
31	800.50	800.50
33	807.50	807.50

KING'S COVE  
CROSS SECTIONS OF BLDGS  
9,13,26,30,38,39,40,71,72,86,89,74,77,55,56,  
51,53,43,47,65,79,2.

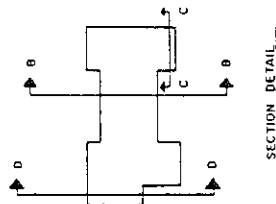
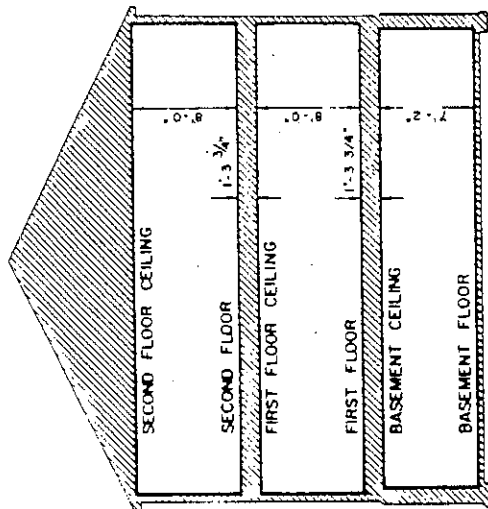
REVISIONS

NO.	DATE	DESCRIPTION
1	10-22-78	ISSUED FOR PERMIT
2	11-2-84	REVISION

DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 10-22-78  
SCALE: 1/4" = 1'-0"

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
UNITED COMMON ELEMENT





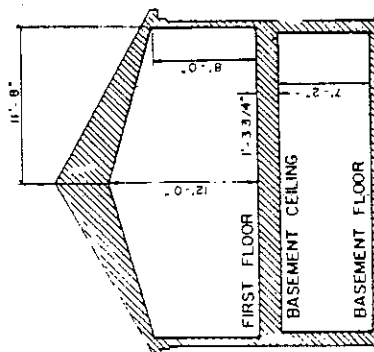
SECTION DETAIL

TABLE OF ELEVATIONS

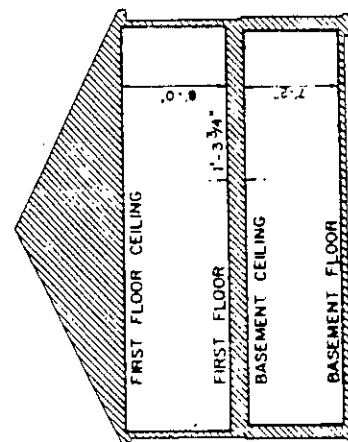
U.S.C. & G.S. DATUM

BLDG.	FIRST FLOOR	BLOG	FIRST FLOOR
43	817.50	9	802.33
47	815.50	13	807.33
65	811.50	26	810.33
79	799.80	30	794.83
		38	804.33
		39	808.33
		40	805.33
		71	803.83
		72	803.33
		86	796.60
		89	791.60
		74	800.55
		77	799.20
		55	807.50
		56	804.50
		51	800.50
		53	807.50
		24	784.00

SECTION B-B



SECTION C-C



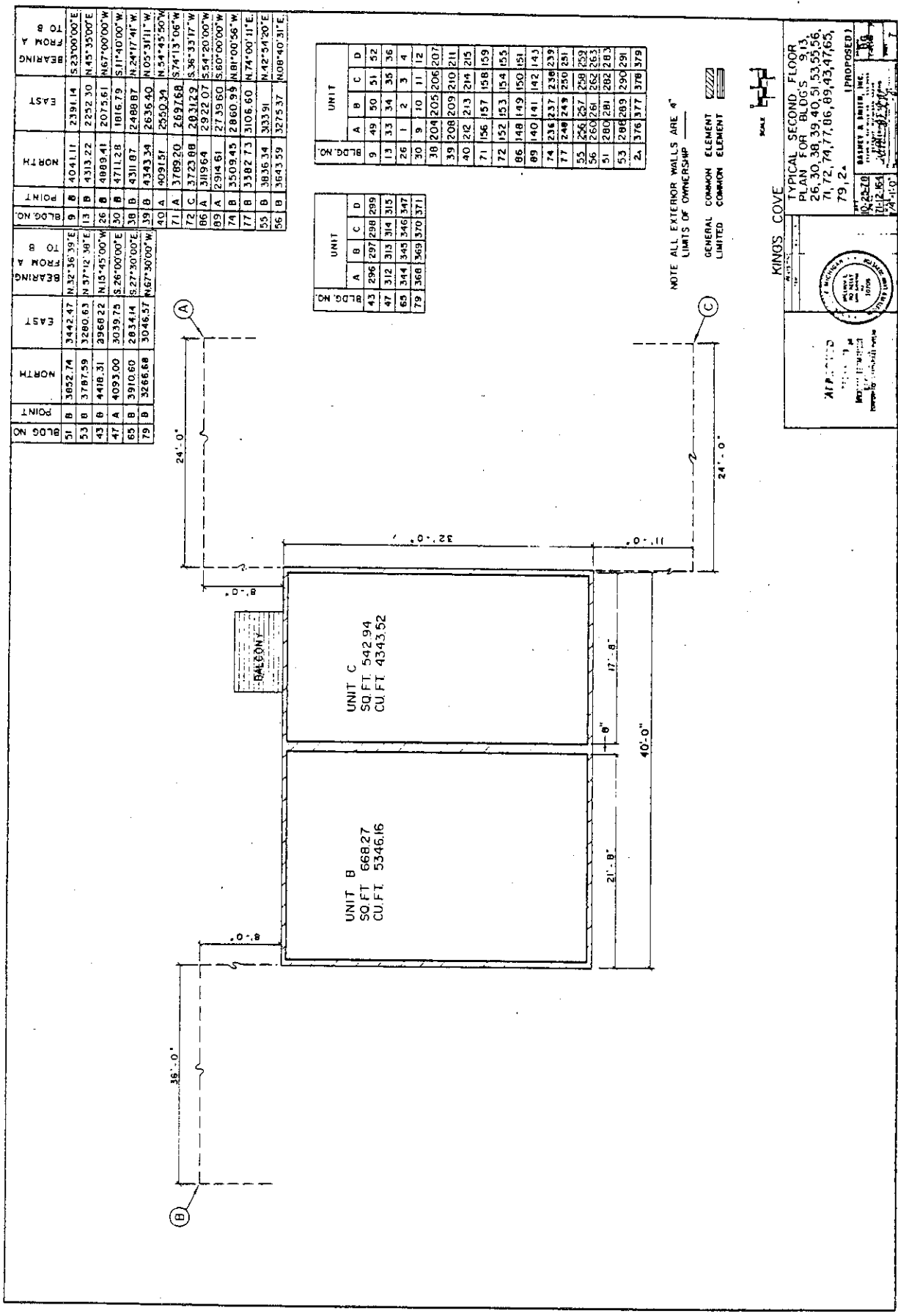
SECTION D-D

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT



KING'S COVE	
CROSS SECTIONS OF BLDGS	
9, 13, 26, 30, 38, 39, 40, 71,	9, 13, 26, 30, 38, 39, 40, 71,
72, 86, 89, 74, 77, 55, 56, 51, 53,	72, 86, 89, 74, 77, 55, 56, 51, 53,
43, 47, 65, 79, 72,	43, 47, 65, 79, 72,
PROPOSED	PROPOSED
10, 25, 28	10, 25, 28
71, 12, 85, 127	71, 12, 85, 127
11, 14	11, 14

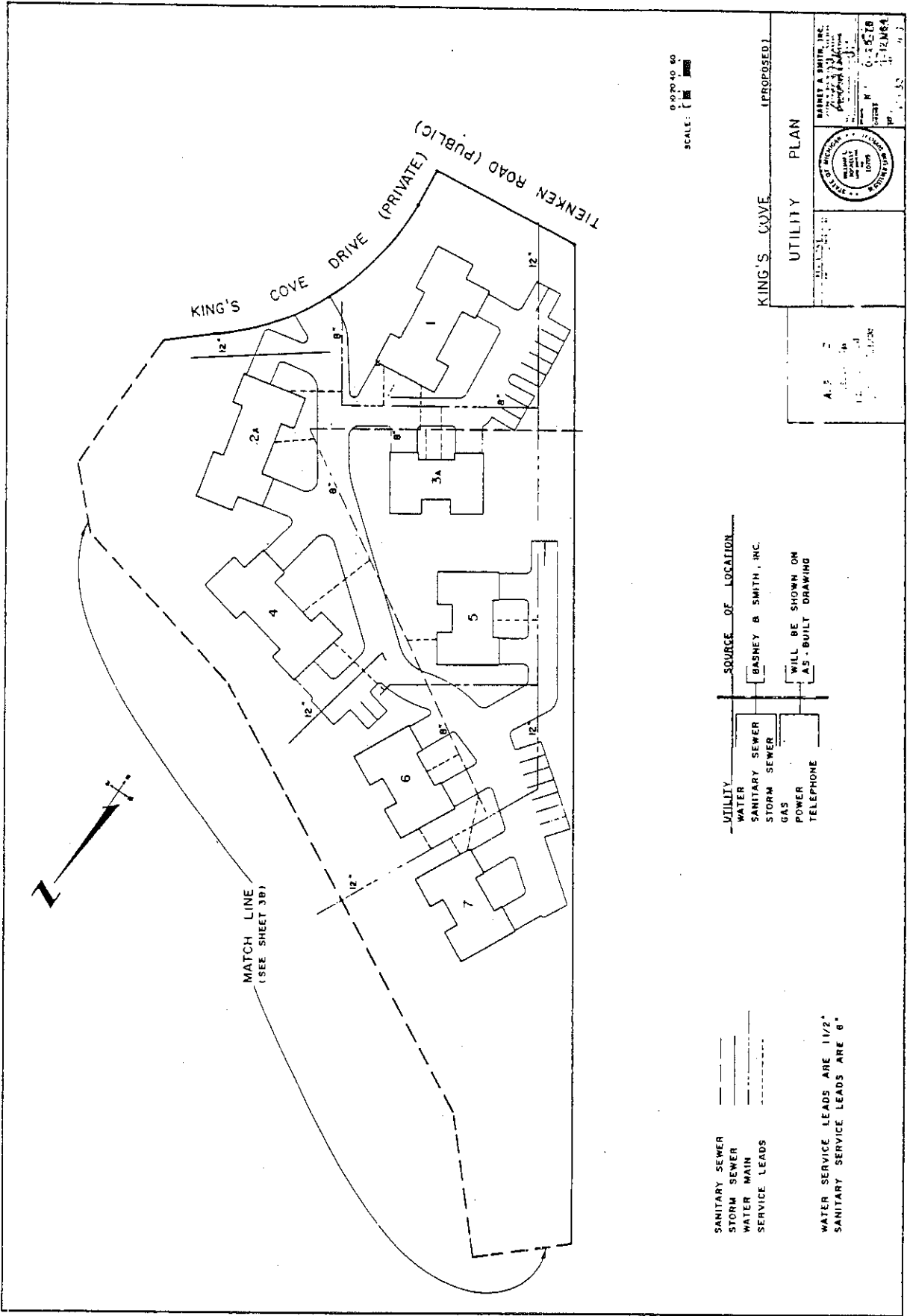
BASNET A. SMITH, INC.  
10, 25, 28  
71, 12, 85, 127  
11, 14











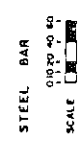




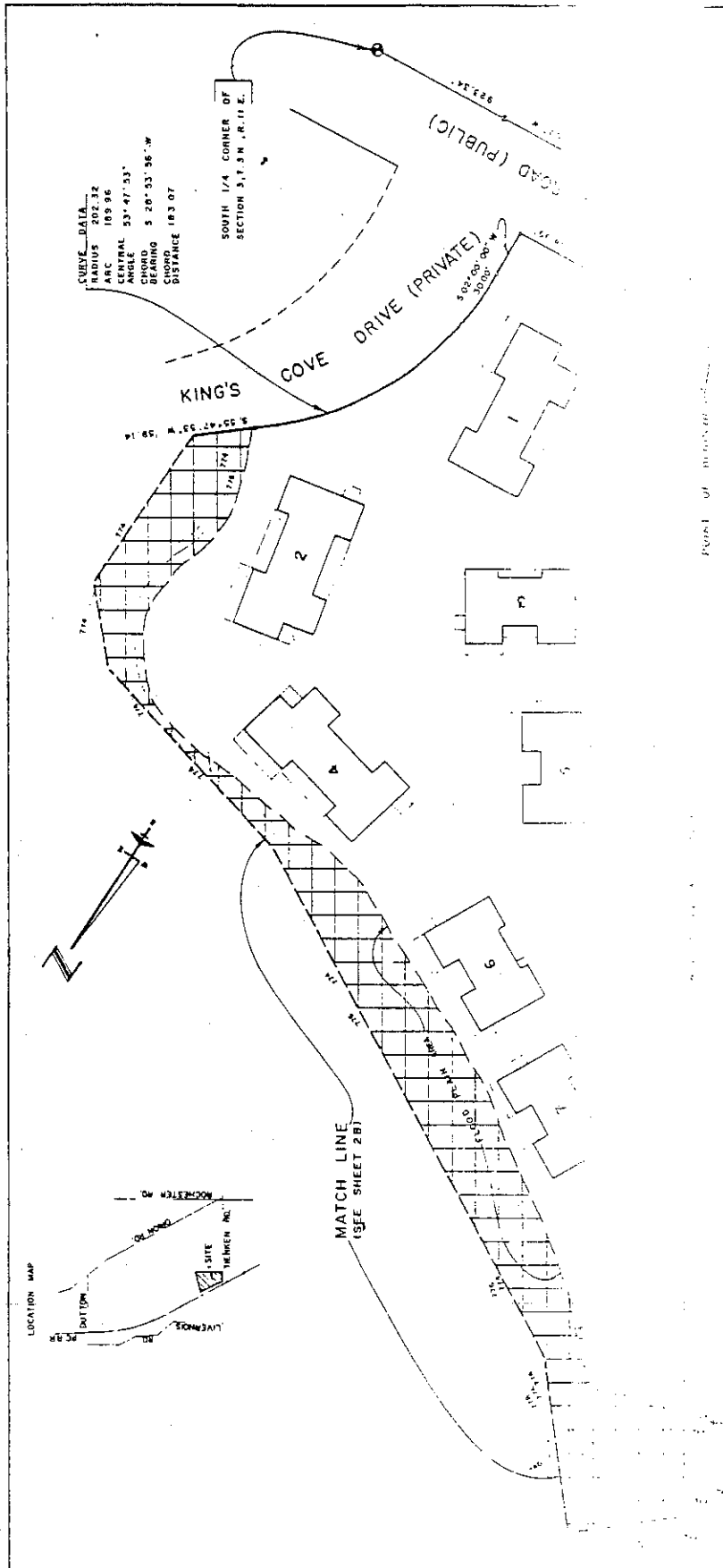












**CURVE DATA**

RADIUS	202.32
ARC	189.96
CENTRAL ANGLE	53° 47' 33"
CHORD	183.07
BEARING	S 20° 53' 36" W
CHORD DISTANCE	183.07

SOUTH 1/4 CORNER OF  
SECTION 3, T. 5 N., R. 10 E.

KING'S  
COVE DRIVE (PRIVATE)

ROAD (PUBLIC)

MATCH LINE  
(SEE SHEET 28)

PENN. CENTRAL R.R.

(=) INDICATES STEEL BAR  
[Hatched Pattern] INDICATES FLOOD PLAIN AREA

0' 10' 20' 30' 40'  
SCALE [Graphic Scale]

NOTE: THE FOLLOWING EASEMENTS WILL  
BE SHOWN ON AS-BUILT DRAWINGS:  
SANTARY SEWER-LIBER 305, PAGE 65, LIBER 305'S PAGE  
833  
DETROIT EDISON & MICHIGAN BELL-LIBER 3092, PAGE  
438, LIBER 606, PAGE 494, LIBER 662, PAGE 719,  
LIBER 603, PAGE 680  
CONSUMERS POWER-LIBER 6221, PAGE 432 AND 442  
THESE EASEMENTS WILL BE SHOWN ON THIS AND  
SHEET 21

KING'S COVE

**SURVEY PLAN**

(PROPOSED)

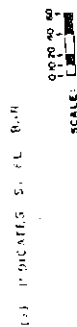
BAISNET & SMITH, INC.  
1000 N. 10TH ST., SUITE 100  
ANN ARBOR, MI 48106  
K.L. 10-23-78  
11-12-84  
DATE 11-30-84  
BY 2 H

REVISIONS

NO. DATE DESCRIPTION

1 11-30-84

CURVE	DATA
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
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84	84
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86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100



NOTE: ALL EASEMENTS  
SHOWN ARE 20' WD.

KING'S COVE

SURVEY PLAN - PARCEL 3 [PROPOSED]

SECRETARY'S OFFICE  
17 - 77th St., Westchester  
Yonkers, N. Y. 10543

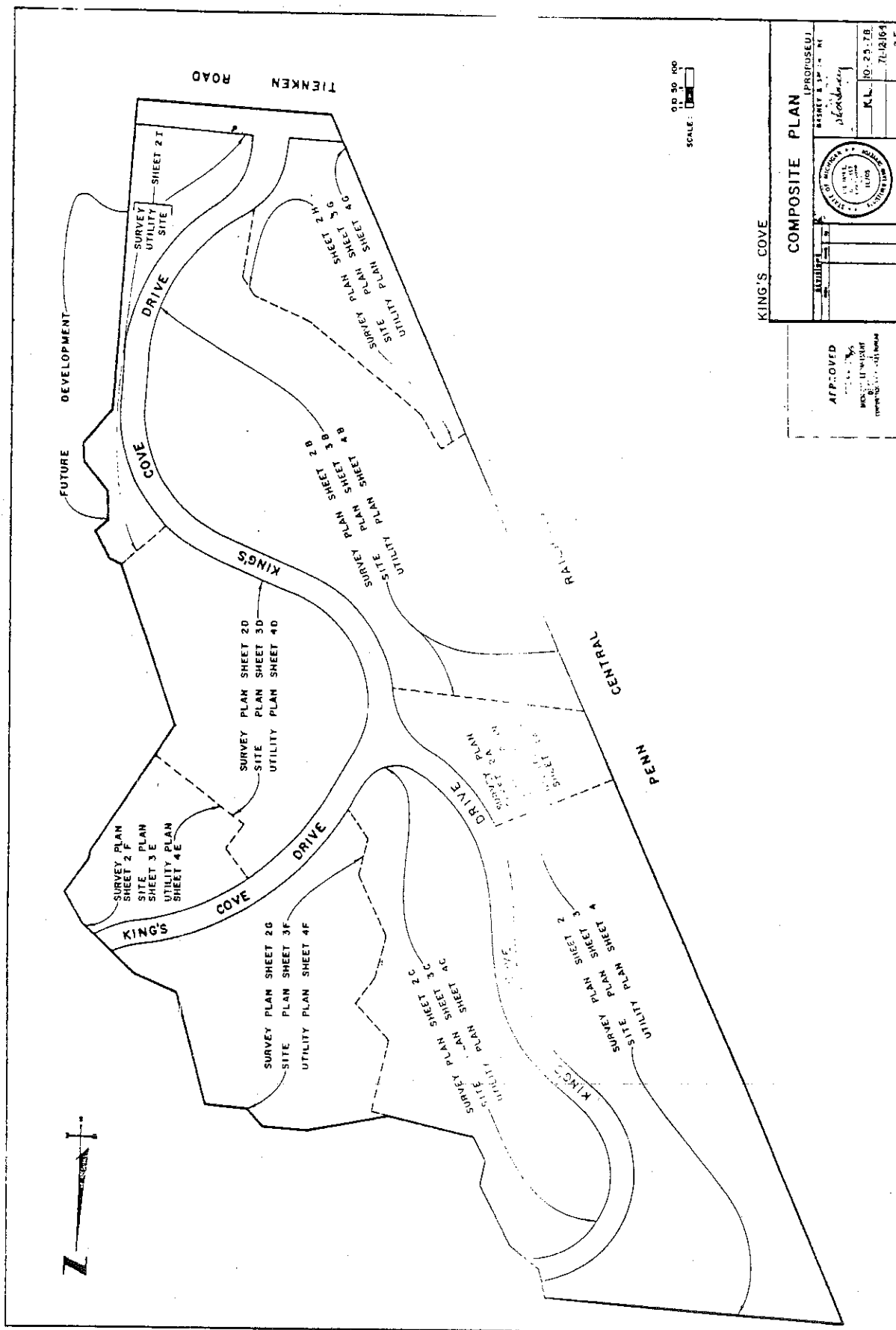
DATE: 10-27-78  
BY: J. L. 12-184

SCALE: 1" = 40' 2 D

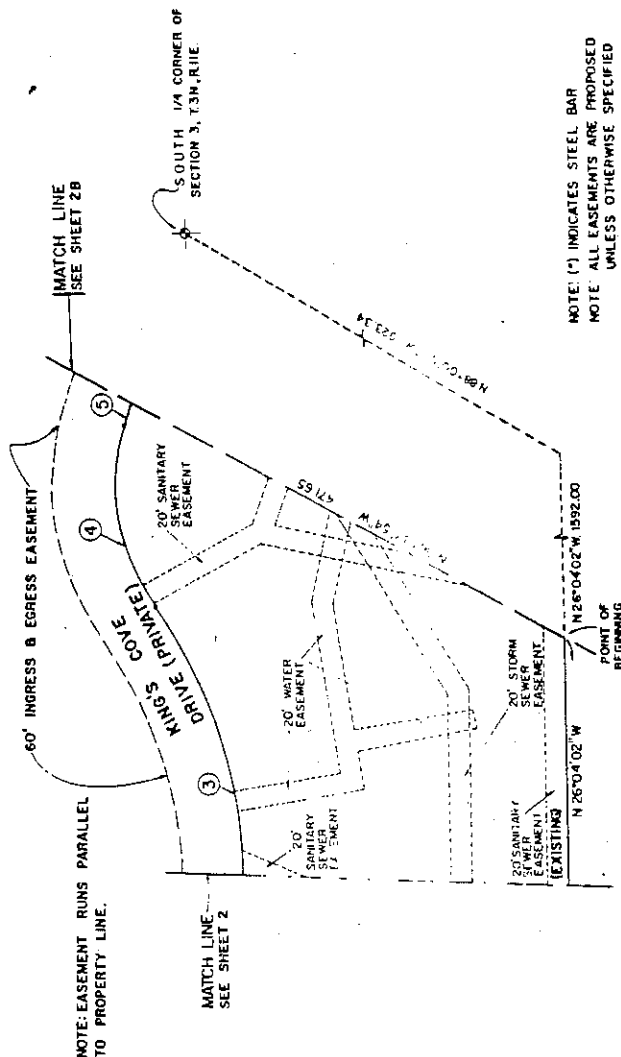
SEAL OF THE  
COUNTY OF  
WESTCHESTER  
NEW YORK  
1978

SEAL OF THE  
COUNTY OF  
WESTCHESTER  
NEW YORK  
1978

A. P. - D  
SEE - 1 P  
W.C. - 1 P  
W.C. - 1 P







PT	Bearing	Distance	Angle	Area	Perimeter
1	N 25° 01' 02" W	1892.00	100.00	1892.00	1892.00
2	S 26° 04' 02" W	1892.00	100.00	1892.00	1892.00
3	N 25° 01' 02" W	1892.00	100.00	1892.00	1892.00
4	S 26° 04' 02" W	1892.00	100.00	1892.00	1892.00
5	N 25° 01' 02" W	1892.00	100.00	1892.00	1892.00

**KING'S COVE**

**SURVEY PLAN**

(PROPOSED)

DATE: 11/11/2011

BY: J. A. D.

SCALE: 1" = 40'

A. P. D.

11/11/2011

11/11/2011

11/11/2011

11/11/2011

11/11/2011

REPLAT NO. 10 OF  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO 148

EXHIBIT B TO THE AMENDED MASTER DEED OF

KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER  
BARNES MORTGAGE INVESTMENT TRUST  
A MASSACHUSETTS BUSINESS TRUST  
100 FEDERAL STREET  
ROSLINDEN, MASSACHUSETTS 02110

SURVEYOR  
BARNETT & SMITH, INC.  
25200 W. SIX MILE RD.  
DETROIT, MICHIGAN 48240

- 18000
1. TITLE PAGE 1 (INDEX)
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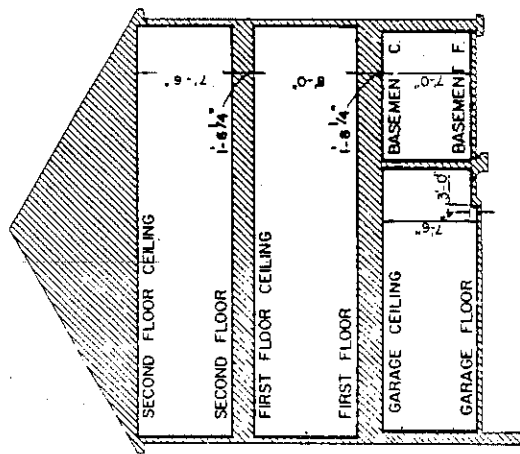
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33. CROSS SECTION FOR BLDGS. 31,35,37,41,91
34. LONGITUDINAL SECTION FOR BLDGS. 31,35,37,41,91
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41. FIRST FLOOR PLAN FOR BLDGS. 68,76,90,92,94,96
42. SECOND FLOOR PLAN FOR BLDGS. 68,76,90,92,94,96
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44. LONGITUDINAL SECTION FOR BLDGS. 68,76,90,92,94,96
45. BASEMENT PLAN FOR BLDGS. 1,4,6,8,10,12,14,16
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70. BASEMENT PLAN FOR BLDGS. 1,4,6,8,10,12,14,16
71. FIRST FLOOR PLAN FOR BLDGS. 1,4,6,8,10,12,14,16
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73. CROSS SECTION FOR BLDGS. 1,4,6,8,10,12,14,16
74. LONGITUDINAL SECTION FOR BLDGS. 1,4,6,8,10,12,14,16
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84. LONGITUDINAL SECTION FOR BLDGS. 1,4,6,8,10,12,14,16
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87. SECOND FLOOR PLAN FOR BLDGS. 1,4,6,8,10,12,14,16
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89. LONGITUDINAL SECTION FOR BLDGS. 1,4,6,8,10,12,14,16
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94. LONGITUDINAL SECTION FOR BLDGS. 1,4,6,8,10,12,14,16
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97. SECOND FLOOR PLAN FOR BLDGS. 1,4,6,8,10,12,14,16
98. CROSS SECTION FOR BLDGS. 1,4,6,8,10,12,14,16
99. LONGITUDINAL SECTION FOR BLDGS. 1,4,6,8,10,12,14,16
100. BASEMENT PLAN FOR BLDGS. 1,4,6,8,10,12,14,16

NOTE:  
KING'S COVE IS A MULTI-PHASE GARDENWELL PROJECT  
THE ASTERISK (\*) INDICATES AMENDED OR ARE HER  
SHEETS WHICH ARE REVISED DATED OCT 25, 1978  
THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE  
OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY  
RECORDED.

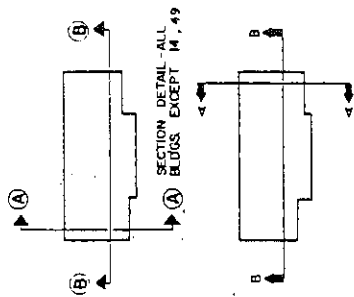
TITLE PAGE

BARNETT & SMITH, INC. SURVEYOR 25200 W. SIX MILE RD. DETROIT, MICHIGAN 48240	
PROJECT KING'S COVE	DATE 10-23-78
SHEET 1	

APPROVED  
10-23-78  
BARNETT & SMITH, INC.  
SURVEYOR

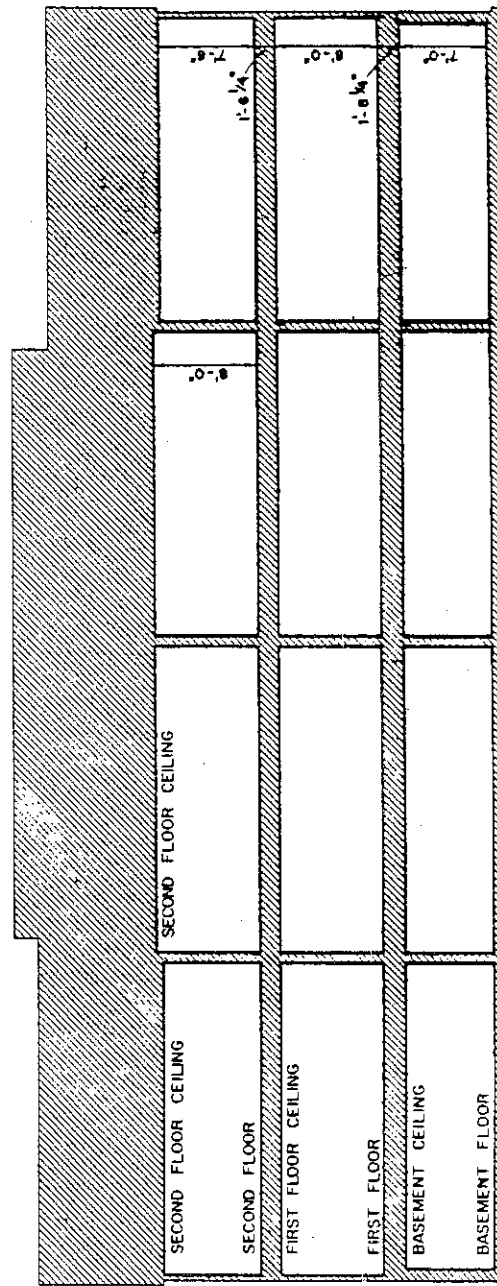


SECTION A-A



SECTION DETAIL - BLDG. 14, 49

— LIMITS OF OWNERSHIP  
 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT



SECTION B-B

U.S.C. & G.S. DATUM  
 TABLE OF ELEVATION

FIRST FLOOR ELEVATION	BLOK NO.
4 802.63	16 800.93
6 802.63	18 799.63
8 803.63	20 800.13
10 804.23	22 802.13
12 807.63	1 792.83
14 807.63	49 806.50
	90 794.80

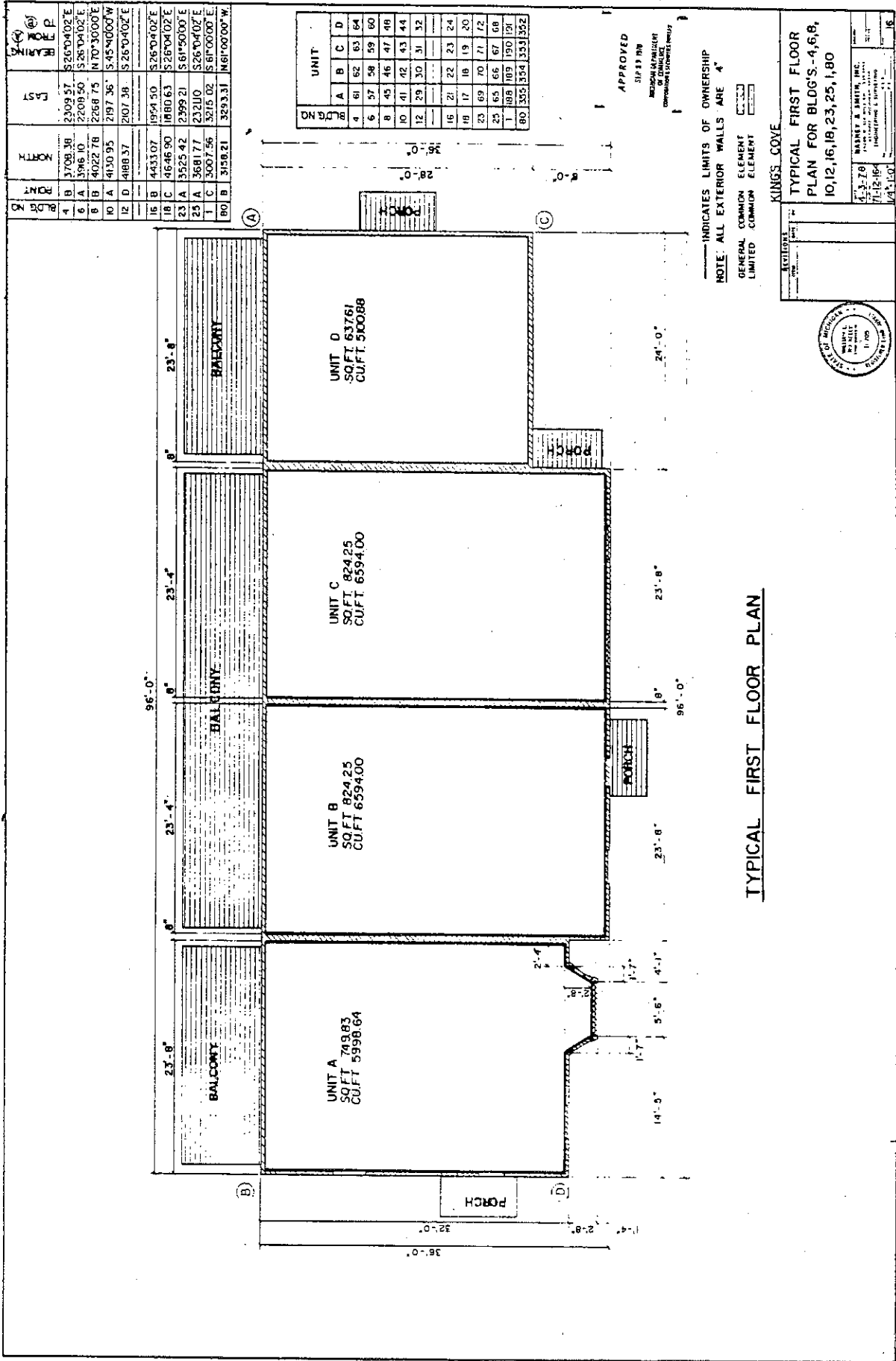
APPROVED  
 SEP 13 1980  
 NATIONAL ARCHITECTURAL  
 EXAMINERS ASSOCIATION  
 (Professional Seal Required)



KING'S COVE

SECTIONS FOR BLDGS.  
 1, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100

BARNEY A. SMITH, INC.  
 ARCHITECTS  
 1112 15th St. N.E.  
 Atlanta, Georgia 30309  
 (404) 525-1111





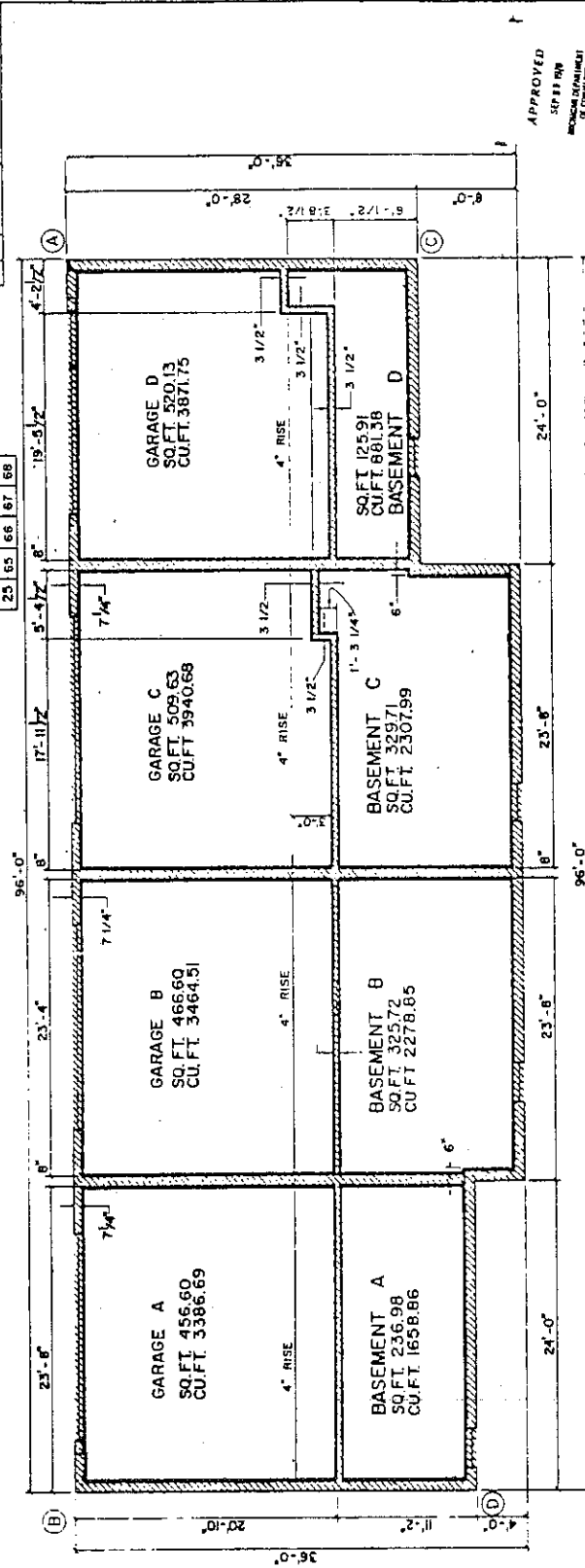
TO (B)	FROM (A)	BEARING	EAST	NORTH	POINT	BLDG. NO.
4	8	3708.38	2309.57	526°04'02"E		
8	A	3996.10	2208.50	526°04'02"E		
8	B	4022.78	2268.75	526°04'02"E		
10	A	4130.95	2197.36	526°04'02"E		
12	D	4189.37	2107.38	526°04'02"E		
1	C	3007.56	3215.02	561°00'00"E		
16	B	4433.07	1954.50	526°04'02"E		
18	C	4646.90	1890.53	526°04'02"E		
23	A	3525.42	2399.21	561°00'00"E		
25	A	3681.77	2321.10	526°04'02"E		

UNIT	A	B	C	D
80	355	354	353	352
4	61	52	63	64
6	57	58	59	60
8	45	46	47	48
10	41	42	43	44
12	29	30	31	32
1	188	189	190	191
16	21	22	23	24
18	17	18	19	20
23	69	70	71	72
25	65	66	67	68

TO (B)	FROM (A)	BEARING	EAST	NORTH	POINT	BLDG. NO.
4	8	3708.38	2309.57	526°04'02"E		
8	A	3996.10	2208.50	526°04'02"E		
8	B	4022.78	2268.75	526°04'02"E		
10	A	4130.95	2197.36	526°04'02"E		
12	D	4189.37	2107.38	526°04'02"E		
1	C	3007.56	3215.02	561°00'00"E		
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18	C	4646.90	1890.53	526°04'02"E		
23	A	3525.42	2399.21	561°00'00"E		
25	A	3681.77	2321.10	526°04'02"E		

UNIT	A	B	C	D
80	355	354	353	352
4	61	52	63	64
6	57	58	59	60
8	45	46	47	48
10	41	42	43	44
12	29	30	31	32
1	188	189	190	191
16	21	22	23	24
18	17	18	19	20
23	69	70	71	72
25	65	66	67	68

TO (B)	FROM (A)	BEARING	EAST	NORTH	POINT	BLDG. NO.
4	8	3708.38	2309.57	526°04'02"E		
8	A	3996.10	2208.50	526°04'02"E		
8	B	4022.78	2268.75	526°04'02"E		
10	A	4130.95	2197.36	526°04'02"E		
12	D	4189.37	2107.38	526°04'02"E		
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16	B	4433.07	1954.50	526°04'02"E		
18	C	4646.90	1890.53	526°04'02"E		
23	A	3525.42	2399.21	561°00'00"E		
25	A	3681.77	2321.10	526°04'02"E		



APPROVED  
SEP 11 1961  
INDICATES LIMITS OF OWNERSHIP  
NOTE: ALL EXTERIOR WALLS ARE 10" UNLESS  
OTHERWISE SPECIFIED  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

# TYPICAL LOWER LEVEL PLAN

KING'S COVE	
TYPICAL LOWER LEVEL	
PLAN FOR BLDG'S - 4, 6, 8,	
10, 12, 16, 18, 23, 25, 1, 80	
DATE: 3-18-61	DRAWN BY: BARRY A. SMITH, INC.
BY: B. A. SMITH	SCALE: 1/8" = 1'-0"
15	15



NINTH AMENDMENT TO MASTER DEED OF  
KING'S COVE

Recorded in Liber 7175,  
Pages 448 through 475,  
Oakland County Records,  
on April 17, 1978.

Barnes Mortgage Investment Trust, a Massachusetts business trust, being the Developer of King's Cove, a condominium project established pursuant to the Master Deed thereof, recorded on September 4, 1973, in Liber 6161, Pages 281 through 330, and First through Eighth Amendments thereof, recorded in Liber 6290, Pages 845 through 880; Liber 6377, Pages 88 through 117; Liber 6429, Pages 839 through 868; Liber 6445, Pages 46 through 64; Liber 6503, Pages 152 through 188; Liber 6651, Page 690; Liber 6837, Pages 344 through 370; and Liber 7082, Pages 239 through 260; respectively, Oakland County Records, and known as Oakland County Subdivision Plan No. 148, hereby amends the Master Deed of King's Cove pursuant to the authority reserved in Article VII of said Master Deed for the purposes of enlarging the condominium project from 271 units to 295 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Upon approval of this Amendment by order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit "B" thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minute 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet and North 19 degrees 46 minutes 14 seconds West 180.40 feet and North 21 degrees 04 minutes 00 seconds West 128.50 feet and North 21 degrees 04 minutes 00 seconds West 110.00 feet and North 32 degrees 00 minutes 00 seconds East 90.00 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence North 55 degrees 30 minutes 00 seconds West 287.00 feet; thence North 34 degrees 00 minutes 00 seconds East 78.00 feet; thence North 39 degrees 43 minutes 24 seconds West 100.03 feet; thence along a curve to the right radius 670.00 feet, an arc distance of 267.45 feet, central angle 22 degrees 52 minutes 16 seconds, chord 265.68 feet, chord bearing North 65 degrees 03 minutes 51 seconds East; thence along a curve to the left radius 290.00 feet, an arc distance of 128.53 feet, central angle 25 degrees 23 minutes 38 seconds, chord 127.48 feet, chord bearing North 63 degrees 41 minutes 13 seconds East; thence South 48 degrees 57 minutes 07 seconds East 69.24 feet; thence South 31 degrees 27 minutes 25 seconds East 78.96 feet; thence South 33 degrees 07 minutes 40 seconds West 88.31 feet; thence South 11 degrees 39 minutes 46 seconds West 89.48 feet; thence South 32 degrees 00 minutes 00 seconds West 322.50 feet to the point of beginning. Subject to easements of record.

2. Eighth Amended Article V-C of said Master Deed of King's Cove as set forth below, shall replace and supersede Seventh Amended Article V-C of the Master Deed as recorded, and the Seventh Amended Article V-C shall be of no further force or effect.

EIGHTH AMENDED ARTICLE V-C OF THE MASTER DEED  
OF KING'S COVE

ARTICLE V

- C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

Apartment No.	Percentage of Value Assigned		
1	.310	4	.327
2	.327	5	.310
3	.284	6	.327

263	.327	280	.310
264	.310	281	.327
265	.327	282	.284
266	.284	283	.327
267	.327	284	.370
268	.310	285	.370
269	.327	286	.327
270	.284	287	.370
271	.327	288	.310
272	.370	289	.327
273	.395	290	.284
274	.395	291	.327
275	.327	292	.370
276	.370	293	.370
277	.370 <i>DELETED</i>	294	.327
278	.327 <i>DELETED</i>	295	.370
279	.370		

3. Amended Sheets 1, 1A, 1B, 2D, 2E, 3D, 4D, 5, 6, 7, 8, 9, 18, 24, 25, 26, 33, 34, 40, 41 and 42 of the Condominium Subdivision Plan of King's Cove as attached hereto shall replace and supersede Sheets 1, 1A, 1B, 2D, 2E, 3D, 4D, 5, 6, 7, 8, 9, 18, 24, 25, 26, 33, 34, 40, 41 and 42 of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 1A, 1B, 2D, 2E, 3D, 4D, 5, 6, 7, 8, 9, 18, 24, 25, 26, 33, 34, 40, 41 and 42 shall be of no further force or effect. The legal description of the condominium premises contained on said Amended Sheet 1B shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

4. Sheets 2F, 3E and 4E of the Condominium Subdivision Plan of King's Cove as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of King's Cove, as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of King's Cove as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

It is expressly agreed that the name Barnes Mortgage Investment Trust is the designation of the Trustees under a Declaration of Trust dated October 26, 1973, as amended from time to time. The obligations of the Trust are not personally binding upon, nor shall resort be had to the private property of any of the trustees, shareholders, officers, employees or agents of the Trust, but the Trust property alone shall be bound.

WITNESSES:

BARNES MORTGAGE INVESTMENT TRUST  
a Massachusetts business trust

/s/ Claudette J. Walle  
Claudette J. Walle

By: /s/ Mark D. Wiedelman  
Mark D. Wiedelman  
Assistant Vice President

/s/ Delphine A. Slezak  
Delphine A. Slezak

STATE OF MICHIGAN           )  
  ) SS.  
COUNTY OF WAYNE         )

The foregoing Ninth Amendment to Master Deed of King's Cove was acknowledged before me this 3rd day of March, 1978, by Mark D. Wiedelman, the Assistant Vice Pres. of BARNES MORTGAGE INVESTMENT TRUST, a Massachusetts business trust, on behalf of the trust.

/s/ Claudette J. Walle  
Claudette J. Walle  
Notary Public, Macomb County, Michigan  
My commission expires: 2/14/79  
Acting in Wayne

NINTH AMENDMENT OF MASTER DEED DRAFTED BY:  
Robert L. Nelson, of  
Dykema, Gossett, Spencer, Goodnow & Trigg  
35th Floor, 400 Renaissance Center  
Detroit, Michigan 48243  
WHEN RECORDED, RETURN TO DRAFTER.

Corporation & Securities Bureau  
6546 Mercantile Way  
Lansing, Michigan 48909

P.O. Box 30954  
Corporation Division  
Financial Institutions  
(517) 373-0415  
Report Information  
(517) 373-0435  
Annual Report  
(517) 373-0-88  
Certification & Copies  
(517) 373-2901

STATE OF MICHIGAN



WILLIAM G. MILLIKEN Governor

DEPARTMENT OF COMMERCE

KEITH MOLIN, Director

O R D E R

P.O. Box 30222  
Enforcement Division  
(517) 374-9425  
Examination Division  
(517) 373-0415  
Condominiums  
(517) 373-8026  
Mobile Homes  
(517) 374-9525

CONDITIONAL PERMIT TO SELL

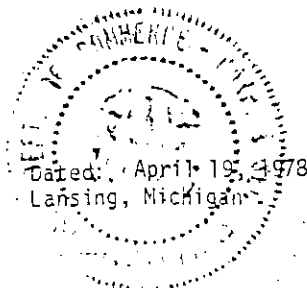
In re: Application of Barnes Mortgage Investment Trust, 100 Federal Street, Boston, Massachusetts 02110, Developer, for a Conditional Permit To Sell for KING'S COVE CONDOMINIUM--NINTH AMENDMENT, King's Cove Drive, Avon Township, Oakland County, Michigan. (Our File #72-169.)

1. Application having been duly made and examined, and
2. A Certificate of Approval of Master Deed, having been entered on March 13, 1978 and recorded on April 17, 1978, in Liber 7175, page 445; and in the Amended Master Deed, having been recorded on April 17, 1978, in Liber 7175, pages 448 through 475, in the Oakland County Register of Deeds.
3. Therefore, a Conditional Permit To Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 x 14 inches, including the by-laws and plans which are a part thereof.
  - b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
  - c) That no unit be conveyed until an occupancy permit has been received.
  - d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
  - e) That "as-built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
4. This Conditional Permit To Sell becomes effective immediately, but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE  
Keith Molin, Director

By

E. C. Mackey, Director  
Corporation & Securities Bureau



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167	.3773	231	.4257
168	.4257	232	.3578
169	.4257	233	.3773
170	.3773	234	.3289
171	.4257	235	.3773
172	.3578	236	.3578
173	.3773	237	.3773
174	.3289	238	.3289
175	.3773	239	.3773
176	.3578	240	.3578
177	.3773	241	.3773
178	.3289	242	.3289
179	.3773	243	.3773
180	.4257	244	.4257
181	.4257	245	.4257
182	.3773	246	.3773
183	.4257	247	.4257
184	.3578	248	.3578
185	.3773	249	.3773
186	.3289	250	.3289
187	.3773	251	.3773
188	.4257	252	.3578
189	.4547	253	.3773
190	.4547	254	.3289
191	.3773	255	.3773
192	.4257		
193	.4257		
194	.3773		
195	.4257		
196	.3578		
197	.3773		
198	.3289		

7	.3289	71	.4547
8	.3773	72	.3773
9	.3578	73	.3578
10	.3773	74	.3773
11	.3289	75	.3289
12	.3773	76	.3773
13	.3578	77	.4257
14	.3773	78	.4257
15	.3289	79	.4062
16	.3773	80	.4257
17	.4257	81	.4257
18	.4547	82	.4062
19	.4547	83	.4062
20	.3773	84	.4257
21	.4257	85	.4257
22	.4547	86	.4063
23	.4547	87	.4257
24	.3773	88	.4257
25	.4257	89	.4063
26	.4547	90	.4257
27	.4547	91	.4257
28	.3773	92	.4257
29	.4257	93	.4257
30	.4547	94	.4063
31	.4547	95	.4257
32	.3773	96	.4257
33	.3578	97	.4063
34	.3773	98	.4063
35	.3289	99	.4257
36	.3773	100	.4257
37	.3578	101	.3578
38	.3773	102	.3773
39	.3289	103	.3289
40	.3773	104	.3773
41	.4257	105	.4257
42	.4547	106	.4257
43	.4547	107	.3773
44	.3773	108	.4257
45	.4257	109	.4257
46	.4547	110	.4257
47	.4547	111	.4063
48	.3773	112	.4257
49	.3578	113	.4257
50	.3773	114	.4063
51	.3289	115	.4257
52	.3773	116	.4257
53	.3578	117	.4063
54	.3773	118	.4257
55	.3289	119	.4257
56	.3773	120	.4063
57	.4257	121	.4257
58	.4547	122	.4257
59	.4547	123	.4063
60	.3773	124	.4257
61	.4257	125	.4257
62	.4547	126	.4063
63	.4547	127	.3578
64	.3773	128	.3773
65	.4257	129	.3289
66	.4547	130	.3773
67	.4547	131	.4257
68	.3773	132	.4257
69	.4257	133	.4063
70	.4547	134	.4257

EIGHTH AMENDMENT TO MASTER DEED OF  
KING'S COVE

Recorded in Liber 7082,  
Pages 239 through 260,  
Oakland County Records  
on December 2, 1977.

Barnes Mortgage Investment Trust, a Massachusetts business trust, being the developer of King's Cove, a condominium project established pursuant to the Master Deed thereof, recorded on September 4, 1973, in Liber 6161, Pages 281 through 330, and First through Seventh Amendments thereof, recorded in Liber 6290, Pages 845 through 880; Liber 6377, Pages 88 through 117; Liber 6429, Pages 839 through 868; Liber 6445, Pages 46 through 64; Liber 6503, Pages 152 through 188; Liber 6651, Page 690; and Liber 6837, Pages 344 through 370, respectively, Oakland County Records, and known as Oakland County Subdivision Plan No. 148, hereby amends the Master Deed of King's Cove pursuant to the authority reserved in Article VII of said Master Deed for the purposes of enlarging the condominium project from 255 units to 271 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V of said Master Deed. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit "B" thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 feet and North 02 degrees 01 minutes 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet and North 19 degrees 46 minutes 14 seconds West 180.40 feet and North 21 degrees 04 minutes 00 seconds West 128.50 feet and North 21 degrees 04 minutes 00 seconds West 110.00 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78 degrees 00 minutes 00 seconds West 105.00 feet; thence North 29 degrees 17 minutes 38 seconds West 104.00 feet; thence due West 127.00 feet; thence North 66 degrees 42 minutes 44 seconds West 152.72 feet; thence North 29 degrees 00 minutes 00 seconds East 40.00 feet; thence along a curve to the right radius 670.00 feet an arc distance of 288.00 feet, central angle 24 degrees 37 minutes 43 seconds chord bearing North 41 degrees 18 minutes 52 seconds East chord distance 285.79 feet; thence South 39 degrees 43 minutes 24 seconds East 100.03 feet; thence South 34 degrees 00 minutes 00 seconds West 78.00 feet; thence South 55 degrees 30 minutes 00 seconds East 287.00 feet; thence South 32 degrees 00 minutes 00 seconds West 90.00 feet to the point of beginning. Subject to easements of record.

2. Seventh Amended Article V-C of said Master Deed of King's Cove as set forth below, shall replace and supersede Sixth Amended Article V-C of the Master Deed as recorded, and the Sixth Amended Article V-C shall be of no further force or effect.

SEVENTH AMENDED ARTICLE V-C OF THE MASTER DEED OF  
KING'S COVE

ARTICLE V

- C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.  
(b) The percentage of value assigned to each apartment.

Apartment Number	Percentage of Value Assigned	Apartment Number	Percentage of Value Assigned
1	.3383	6	.3566
2	.3566	7	.3110
3	.3110	8	.3566
4	.3566	9	.3383
5	.3383	10	.3566

Securities Division  
Corporation & Securities Bureau  
5511 Enterprise Drive  
Lansing, Michigan 48913

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division  
(517) 373-0485  
Corporation Division  
(517) 373-0496  
Condominium Section  
(517) 373-8026

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

O R D E R

Recorded in Liber 7082,  
Page 236, Oakland County  
Records on December 2, 1977.

CERTIFICATE OF APPROVAL OF MASTER DEED

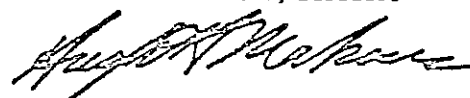
In re: Application of Barnes Mortgage Investment Trust, a Massachusetts business trust, for an Approval of Master Deed for KING'S COVE - EIGHTH AMENDMENT, King's Cove Drive, Avon Twp., Oakland County, Michigan. (Our File #72-169)

. . . . .

1. Application having been duly made and examined.
2. A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - a. That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.
  - b. That this order be recorded with the County Register of Deeds at the same time as the Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the issuance of a Permit to Sell.
  - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
3. This Certificate of Approval of the Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By

  
\_\_\_\_\_  
Hugh H. Makens, Director  
Corporation & Securities Bureau

Dated: September 6, 1977  
Lansing, Michigan





Securities Division  
Corporation & Securities Bureau  
5511 Enterprise Drive  
Lansing, Michigan 48213

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division  
(517) 373-6465  
Corporation Division  
(517) 373-6493  
Condominium Section  
(517) 373-6026

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

O R D E R

CONDITIONAL PERMIT TO SELL

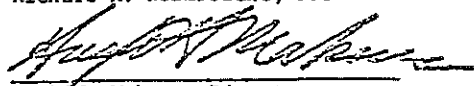
In re: Application of Barnes Mortgage Investment Trust, 100 Federal Street, Boston, Massachusetts 02110, Developer, for a Conditional Permit To Sell for KING'S COVE CONDOMINIUM-EIGHTH AMENDMENT, Avon Township, Michigan. (Our File #72-169.)

.....

1. Application having been duly made and examined, and
2. A Certificate of Approval of Master Deed having been entered on September 6, 1977, and recorded on December 2, 1977, in Liber 7082, Page 236; and in the Amended Master Deed, having been recorded on December 2, 1977, in Liber 7082, pages 239 through 260, in the records of the Oakland County Register of Deeds.
3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
  - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
  - (c) That no unit be conveyed until an occupancy permit has been received.
  - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
  - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
4. This Conditional Permit to Sell becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By

  
Hugh H. Makens, Director

Corporation & Securities Bureau



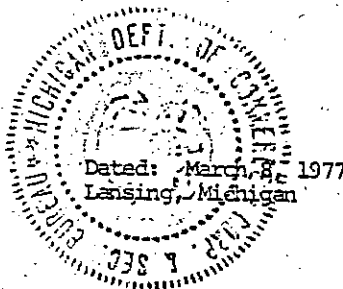
Dated: December 5, 1977  
Lansing, Michigan

LIBER 6870 PAGE 895

ORDER  
Developer Change In Application  
KING'S COVE CONDOMINIUM  
March 8, 1977

May 14, 1974, Approval of Second Amendment to Master Deed dated October 3, 1974, Second Amendment Conditional Permit To Sell dated October 9, 1974, Approval of Third Amendment to Master Deed dated January 29, 1975, Third Amendment Conditional Permit To Sell dated February 19, 1975, Approval of Fourth Amendment to Master Deed dated March 11, 1975, Fourth Amendment Conditional Permit To Sell dated March 27, 1975, Approval of Fifth Amendment to Master Deed dated June 30, 1975, Fifth Amendment Conditional Permit To Sell dated July 18, 1975, Approval of Sixth Amendment to Master Deed, dated March 31, 1976 and Approval of Seventh Amendment to Master Deed, dated January 7, 1977.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director



By

*Richard K. Helmbrecht*  
Richard K. Helmbrecht, Director  
Corporation & Securities Bureau

RECORDED  
DEATH AND COUNTY MICHIGAN  
REGISTER OF DEEDS RECORDS  
1977 MAR 24 AM 11:30  
*Lynn D. Allen*  
LYNN D. ALLEN  
CLERK-REGISTER OF DEEDS

Securities Division  
Corporation & Securities Bureau  
P.O. Box 1222  
Lansing, Michigan 48909  
HUGH M. MAKENS, DIRECTOR

STATE OF MICHIGAN



LIBER 6870 PAGE 894

77 23189

WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

DEVELOPER CHANGE IN APPLICATION

311/3  
In re: Application of Barnes Mortgage Investment Trust, a Massachusetts business trust, 100 Federal Street, Boston, Massachusetts, 02110, to transfer KING'S COVE CONDOMINIUM, Avon Township, Michigan, to Barnes Mortgage Investment Trust, a Massachusetts business trust, 100 Federal Street, Boston, Massachusetts, 02110. (Our File #72-169).

INASMUCH AS Barnes Mortgage Investment Trust has petitioned the Corporation and Securities Bureau to permit transfer of the application of said condominium, and the Permit To Take Reservations, Extension of Permit To Take Reservations Second Extension of Permit To Take Reservations, Third Extension of Permit To Take Reservations, Certificate of Approval of Master Deed, Conditional Permit To Sell, Approval of First Amendment to Master Deed, First Amendment Conditional Permit To Sell, Approval of Second Amendment to Master Deed, Second Amendment Conditional Permit To Sell, Approval of Third Amendment to Master Deed, Third Amendment Conditional Permit To Sell, Approval of Fourth Amendment to Master Deed, Fourth Amendment Conditional Permit To Sell, Approval of Fifth Amendment to Master Deed, Fifth Amendment Conditional Permit To Sell, Approval of Sixth Amendment to Master Deed, and Approval of Seventh Amendment to Master Deed, and

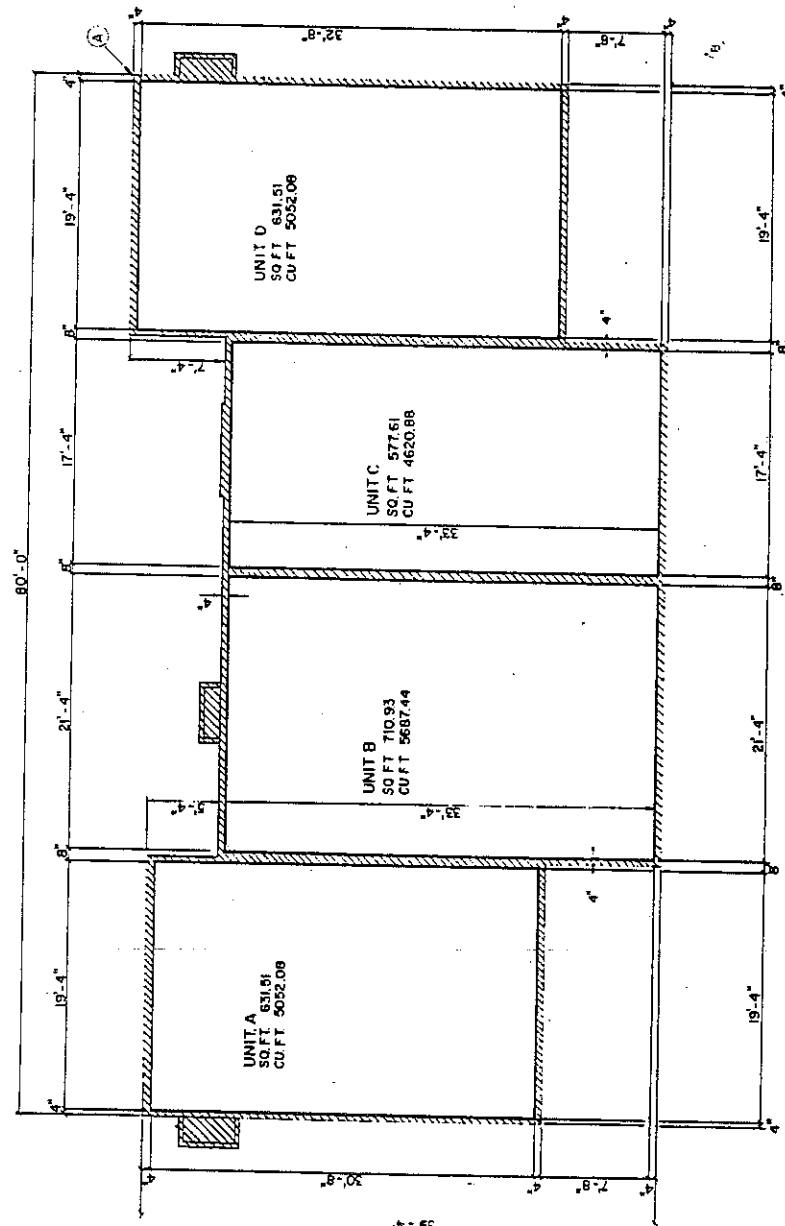
INASMUCH AS Barnes Mortgage Investment Trust has agreed to assume all of the written contractual obligations, including all warranty obligations, relating to units sold by Multiplex Home Corporation of Michigan, a Michigan corporation 1460 Walton Blvd., Rochester, Michigan, 48063, and

INASMUCH AS the Department of Commerce, Corporation and Securities Bureau find this action appropriate in the public interest and consistent with the policies and provisions of Act 229, Public Acts of 1963, as amended,

IT IS HEREBY ORDERED that the application for said condominium be amended to show the developer as Barnes Mortgage Investment Trust, 100 Federal Street, Boston, Massachusetts, 02110, said developer shall be subject to all terms and conditions of the Permit To Take Reservations dated July 17, 1972, Extension of Permit To Take Reservations dated May 28, 1974, Second Extension of Permit To Take Reservations dated June 27, 1975, Third Extension of Permit To Take Reservations dated July 15, 1976, Certificate of Approval of Master Deed dated August 27, 1973 Conditional Permit To Sell dated September 5, 1973, Approval of First Amendment to Master Deed dated April 11, 1974, First Amendment Conditional Permit To Sell dated



5-20  
121 over



BLDG. NO.	POINT	NORTH	EAST	BEARING	TO B
66	D	4044.44	2673.94	S82°52'49" W	FROM A
76	B	3432.72	3125.58	S57°43'40" W	

UNIT	A	B	C	D
SQ. FT.	631.51	710.93	577.61	631.51
CU. FT.	5022.08	5687.44	4620.88	5052.08

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

SECOND FLOOR PLAN

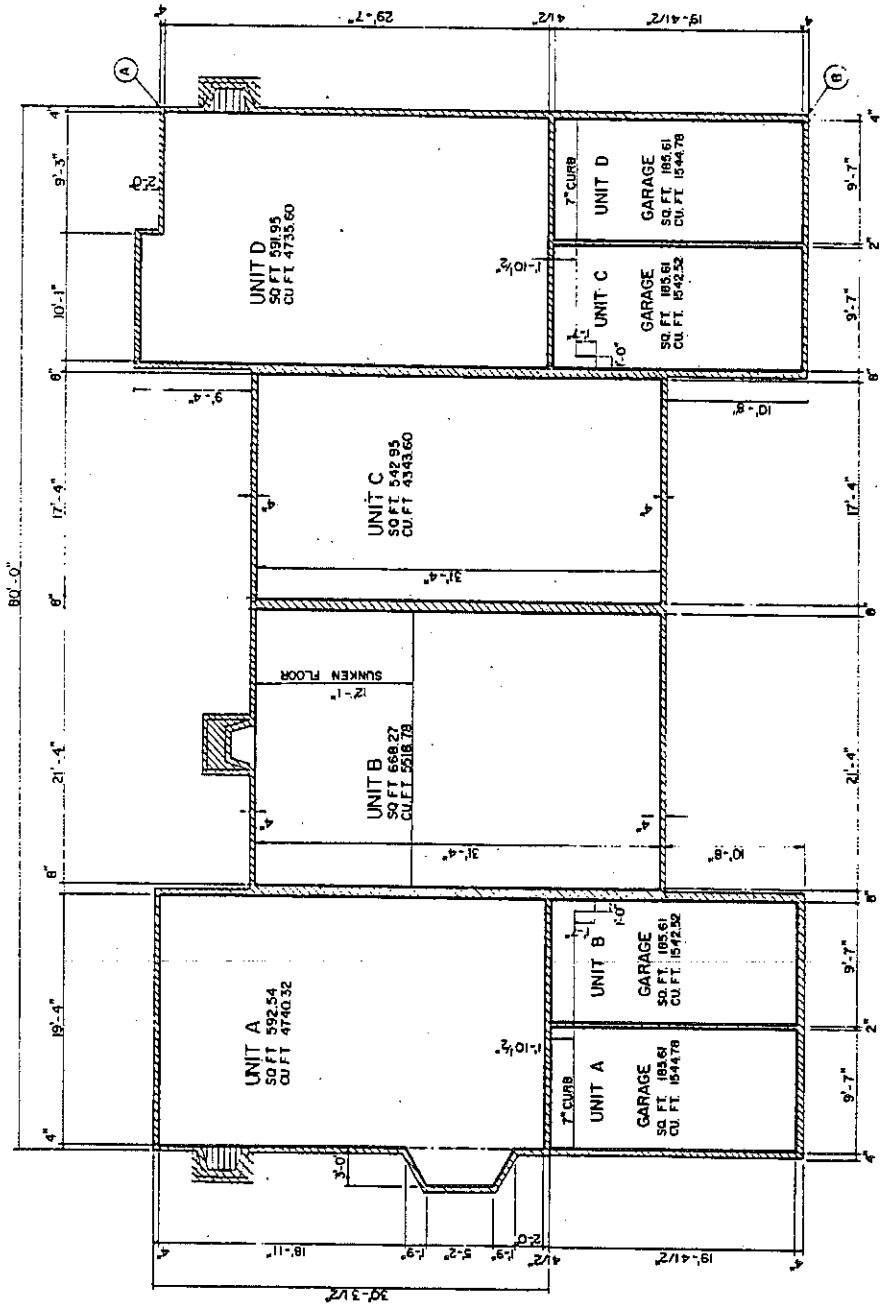
KINGS COVE

SECOND FLOOR PLAN  
FOR BLDG'S 68,76



APPROVED:  
JAN 1 1977  
MICHAEL A. SMITH, INC.  
REGISTERED PROFESSIONAL  
SURVEYOR

7-28-76	7-28-76	7-28-76	7-28-76
7-28-76	7-28-76	7-28-76	7-28-76
7-28-76	7-28-76	7-28-76	7-28-76



BLDG. NO.	POINT	NORTH	EAST	BEARING	TO B
68	D	404444	267394	S 82° 52' 40" W	
76	B	343972	312338	S 27° 45' 18" W	

UNIT	A	B	C	D
BLDG. NO.	68	224	223	228
	76	244	243	246

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
UNITED COMMON ELEMENT

FIRST FLOOR PLAN

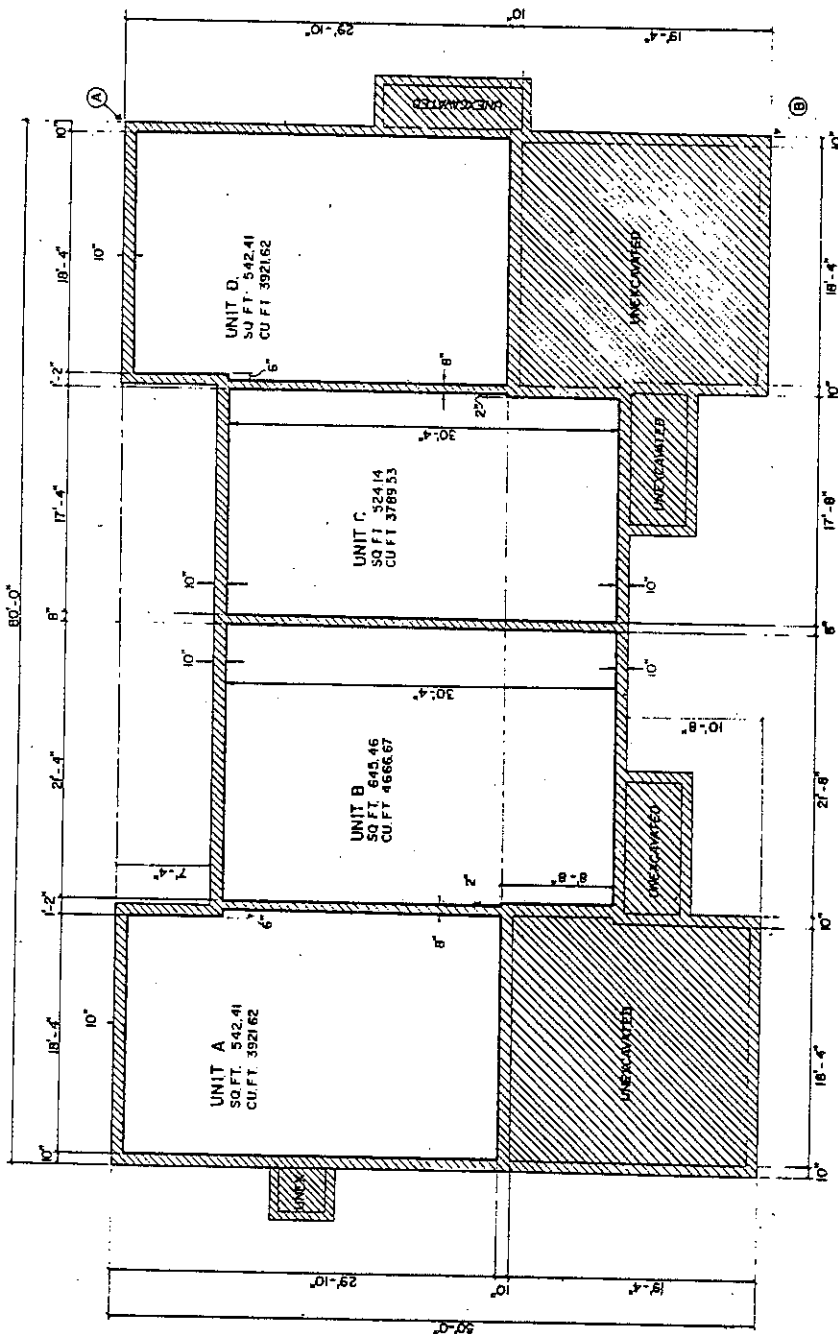
KING'S COVE

FIRST FLOOR PLAN FOR  
BLDG 68, 76



APPROVED	JAN 7 1971
JAMES L. HAYES, SURVEYOR	

DATE	12-20-75
BY	J. L. Hayes
CHECKED	J. L. Hayes
DATE	12-20-75



BLDG. NO.	POINT	NORTH	EAST	BEARING	FROM A	TO B
68	D	4044.44	267.94	S82°52'49"W		
76	B	3439.72	161.25.58	S57°43'49"W		

BLDG. NO.	UNIT			
	A	B	C	D
68	224	225	226	227
76	244	245	246	247

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
UNITED COMMON ELEMENT

# BASEMENT PLAN

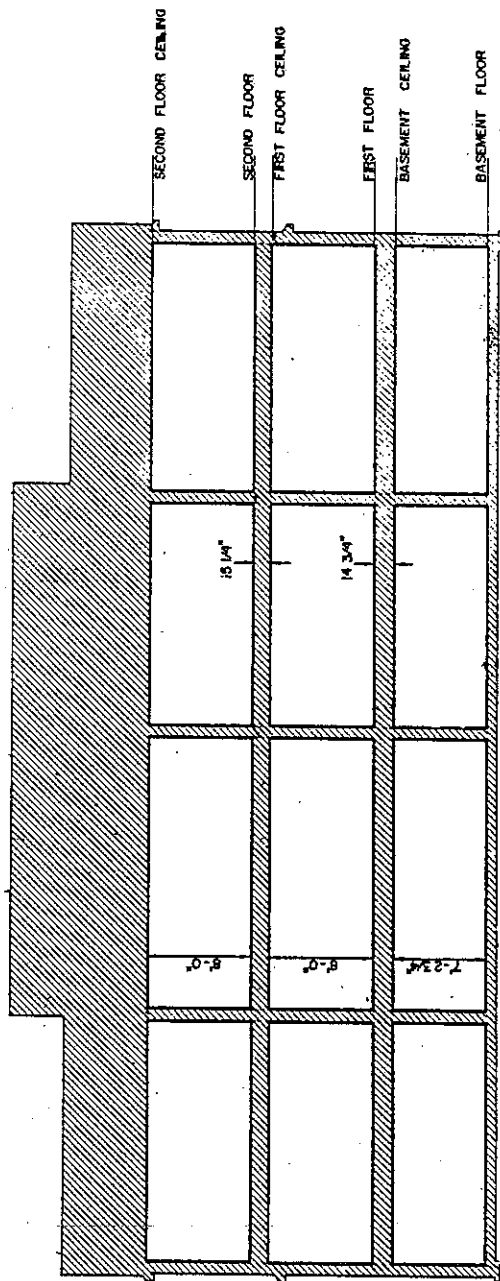
KING'S COVE

BASEMENT PLAN FOR  
BLOG 68, 76



APPROVED  
JAN 7 1977  
MICHAEL J. BROWN  
ARCHITECT  
1000 10th St. N.W.  
ALBUQUERQUE, N.M. 87102

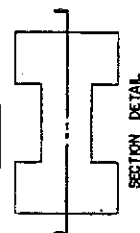
2-28-76	BLANKET A BULKHEAD, INC.	100
1-12-76	100	100
1-12-76	100	100



LONGITUDINAL SECTION  
SCALE 1/4"=1'-0"

TABLE OF USC & GS ELEVATIONS

BLDG NO.	FIRST FLOOR ELEVATION
31	807000
32	807000
33	807000
34	807000
35	807000
36	807000
37	807000
38	807000
39	807000
40	807000
41	807000
42	807000
43	807000
44	807000
45	807000
46	807000
47	807000
48	807000
49	807000
50	807000



LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT ZZZZZ  
LIMITED COMMON ELEMENT

KING'S COVE

LONGITUDINAL SECTION  
FOR BLDGS 31,35,37,4  
68,9,76

APPROVED	JAN 1 1971
PROJECT ENGINEER	
CHECKED BY	
DATE	



DATE	7-20-76
BY	11-12-84
FOR	2-11-84
KING'S COVE	
KING'S COVE	
KING'S COVE	

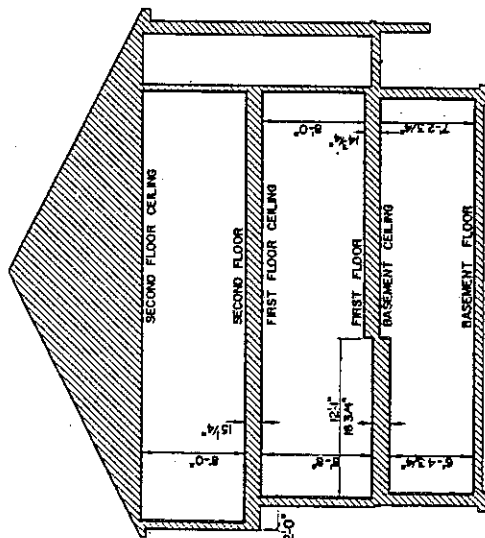
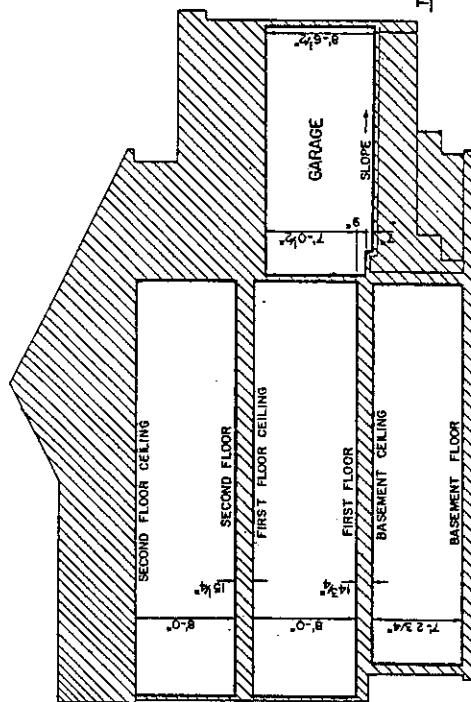
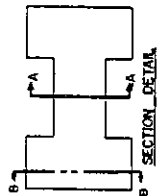


TABLE OF U.S.C. B. GS ELEVATIONS

BLDG. NO.	ELEVATION
31 807000	FIRST FLOOR
35 807000	
37 807000	
41 805000	
54 800000	
91 78330	
70 800000	

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
LIMITS OF OWNERSHIP

KING'S COVE

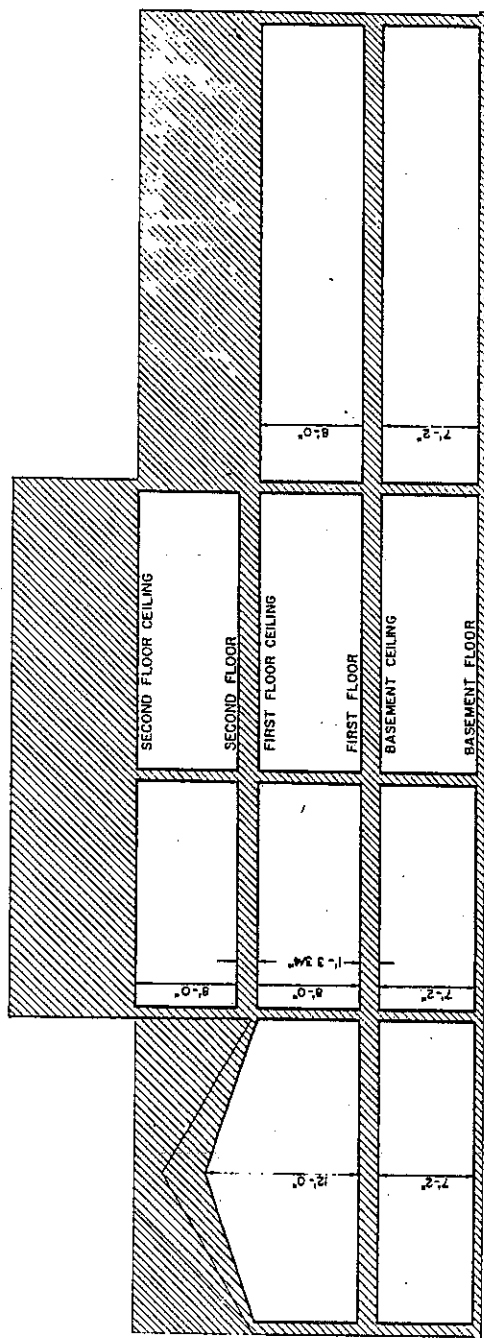
CROSS SECTION FOR  
BLOG'S 31, 35, 37, 41, 68, 91, 70



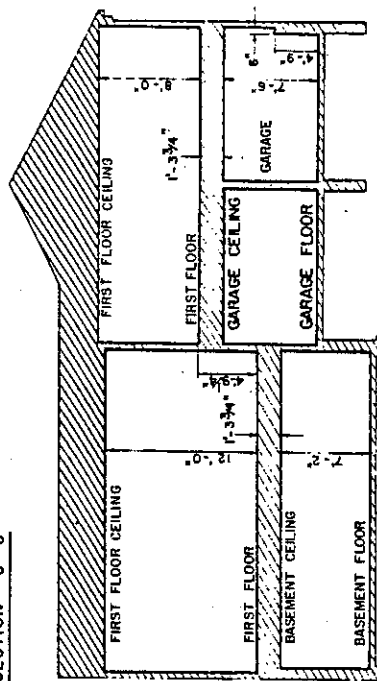
APPROVED  
JAN 1 1970  
JAMES H. HARRIS  
REGISTERED PROFESSIONAL ENGINEER  
IN CIVIL ENGINEERING

HAILEY & SMITH, INC.  
1000 10TH AVENUE, SUITE 100  
DENVER, COLORADO 80202  
ENGINEERING & SURVEYING

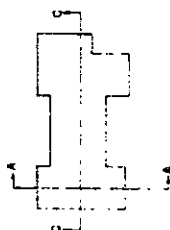




LONGITUDINAL SECTION C-C



SECTION A-A



SECTION DETAIL

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

--- LIMITS OF OWNERSHIP

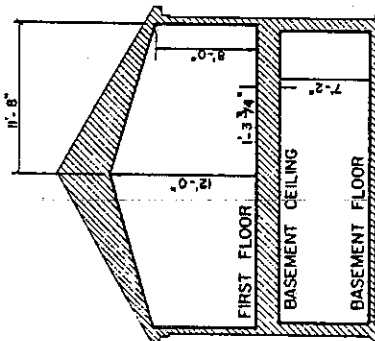
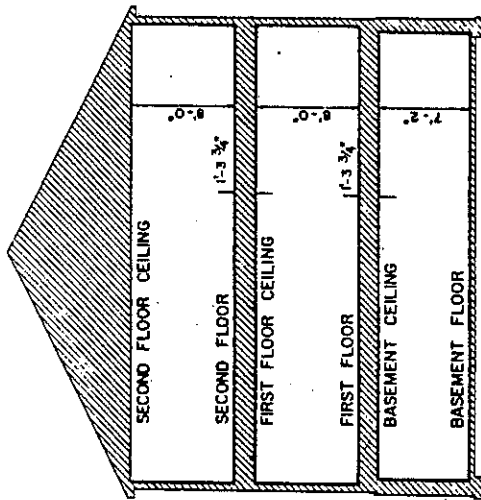
KING'S COVE

LONGITUDINAL SECTION FOR BLDGS.  
2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94, 73,  
75, 78

APPROVED	DATE
JAN 1977	1-28-78
ARCHITECT	DATE
1-11-77	1-12-78
1-11-77	1-12-78
1-11-77	1-12-78

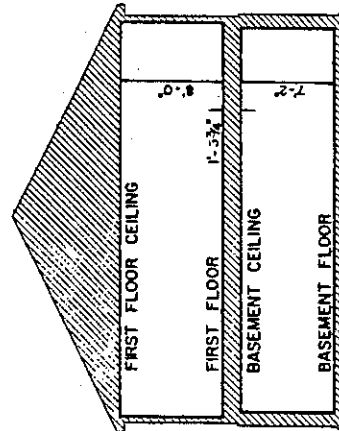
TABLE OF U.S.C. & G.S. ELEV.

BLDG. NO.	FIRST FLOOR ELEVATION	BLDG. NO.	FIRST FLOOR ELEVATION
2	795.03	78	796.50
7	801.33		
11	803.33		
19	802.33		
21	796.83		
28	796.03		
32	803.33		
34	808.73		
36	806.33		
42	810.33		
67	804.33		
70	803.33		
85	808.90		
87	808.50		
94	818.50		
73	801.00		
75	802.50		



SECTION C-C

SECTION B-B



SECTION D-D

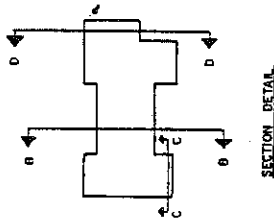


TABLE OF ELEVATIONS

BLDG.	FIRST FL.	BLDG.	FIRST FL.	USC & S. DATA
7	801.33	2	795.83	
11	803.33	73	801.00	
19	802.33	75	802.50	
21	798.83	76	798.50	
28	798.03	67	804.33	
32	809.33	70	803.33	
34	808.73	65	808.50	
36	808.33	67	808.50	
42	810.33	94	818.50	

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

— LIMITS OF OWNERSHIP  
APPROVED

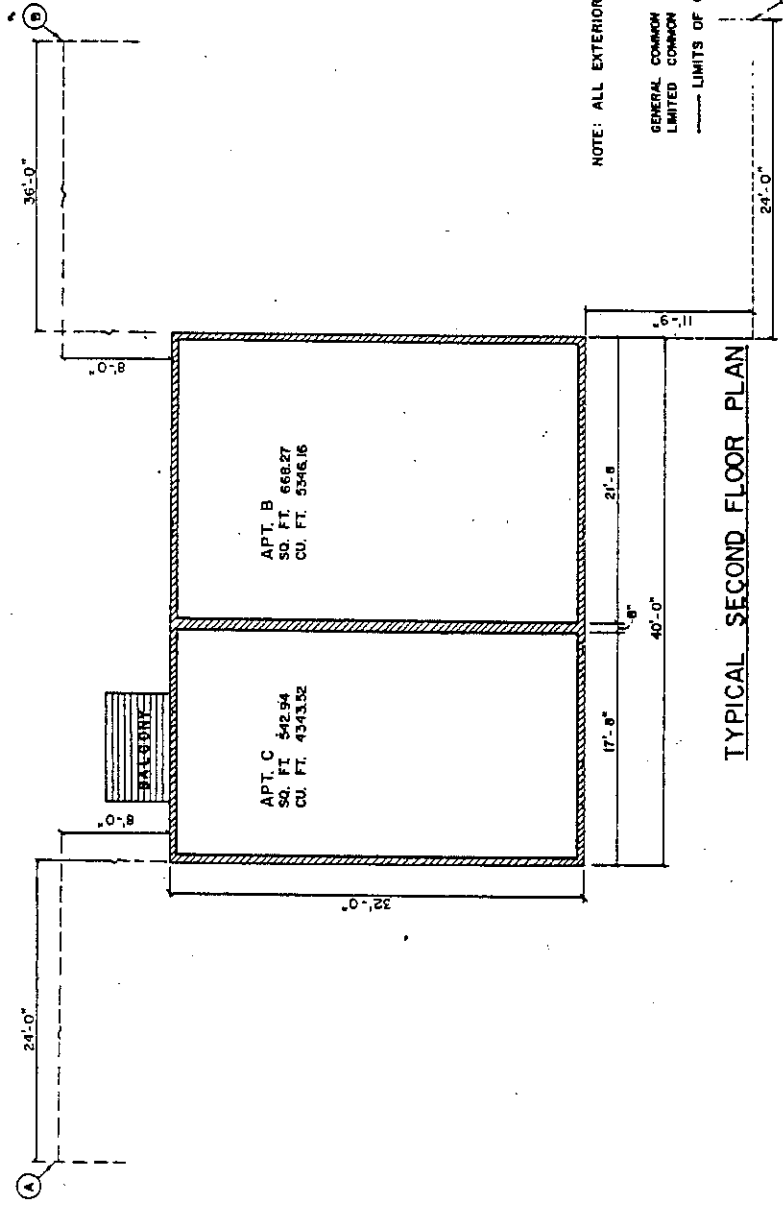
AS T ERY  
APPROVED  
OF COMMISSION

KING'S COVE  
CROSS SECTIONS OF BLDGS.  
2, 7, 11, 19, 21, 28, 32, 34, 36,  
42, 67, 70, 85, 87, 94, 73, 75,  
78  
7-26-78  
17-3-84  
17-1-84



BLDG NO	POINT	NORTH	EAST	BEARING	FROM A
7	A	3055.41	2301.71	N 83° 20' 00" E	
11	B	4234.01	2308.08	N 82° 50' 00" E	
19	B	4616.33	2069.52	S 85° 30' 00" E	
21	A	3490.65	2547.42	N 14° 50' 00" E	
28	A	4896.90	1896.77	N 87° 34' 00" E	
32	A	4654.47	2290.33	S 0° 20' 48" E	
34	A	4609.68	2317.26	S 30° 34' 56" E	
36	A	4423.94	2386.96	S 46° 06' 31" E	
42	A	4270.10	2704.60	S 66° 28' 02" E	
67	A	3695.21	2805.49	S 75° 35' 27" E	
70	A	3673.50	2849.13	S 50° 29' 19" W	
85	C	3008.23	2849.52	S 35° 10' 00" W	
87	B	3208.23	2839.63	S 28° 00' 00" W	
94	A	3371.16	2642.05	N 55° 30' 00" E	
2	C	3084.62	3056.33	N 69° 00' 00" W	
73	A	3534.99	2987.64	N 77° 26' 59" W	
75	B	3573.65	3059.53	S 86° 40' 09" E	
78	A	3354.69	2941.02	S 47° 20' 33" E	

BLDG NO	UNIT			
	A	B	C	D
7	53	54	55	56
11	37	38	39	40
19	13	14	15	16
21	73	74	75	76
28	5	6	7	8
32	172	173	174	175
34	176	177	178	179
36	186	187	188	189
42	220	221	222	223
67	184	185	186	187
70	160	161	162	163
85	144	145	146	147
87	127	128	129	130
94	101	102	103	104
2	804	805	806	807
73	232	233	234	235
75	240	241	242	243
78	252	253	254	255



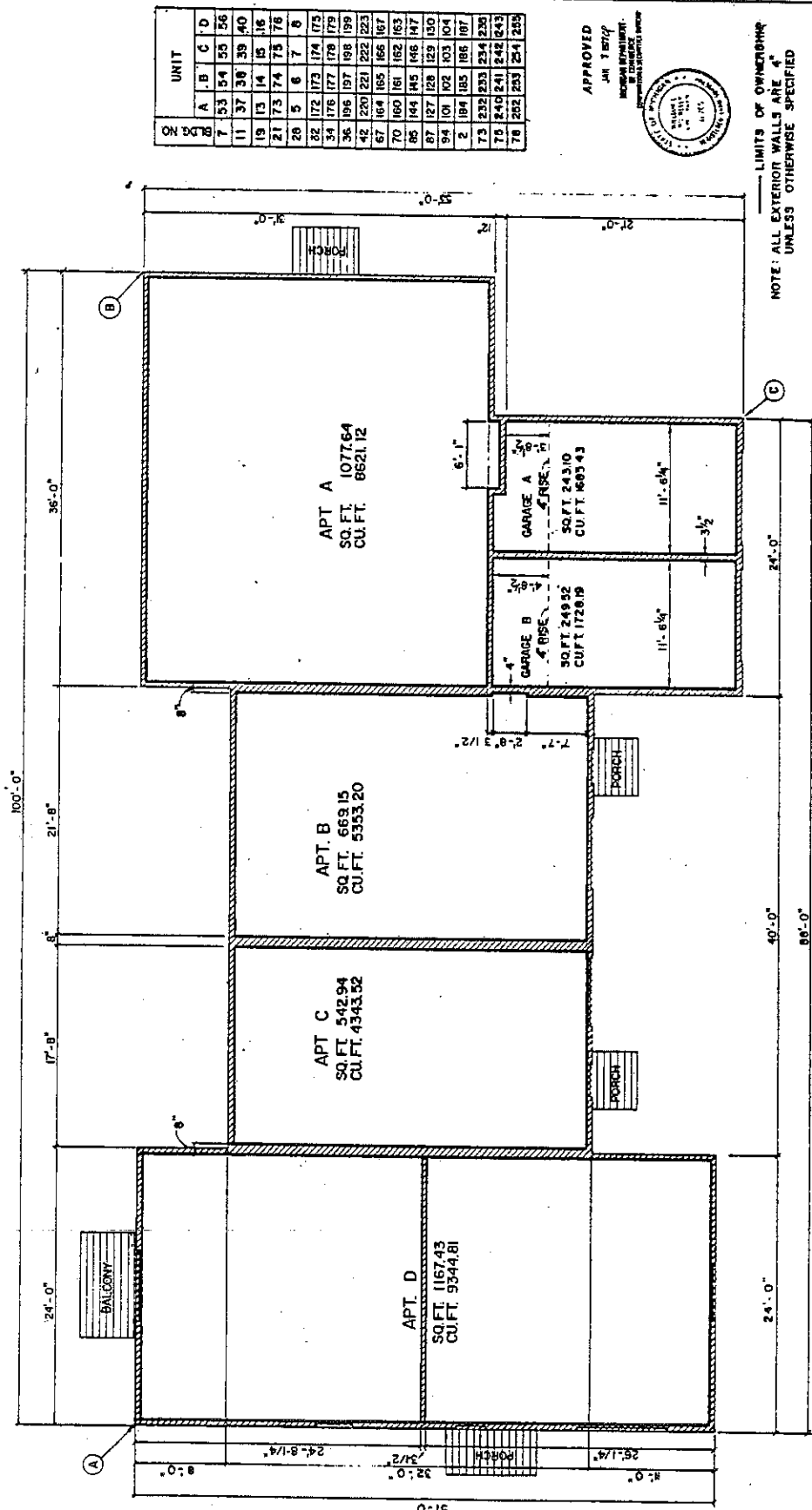
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
LIMITS OF OWNERSHIP

TYPICAL SECOND FLOOR PLAN

APPROVED  
JAN 1974  
[Signature]  
[Stamp]

KING'S COVE	
TYPICAL SECOND FLOOR PLAN FOR BLDGS	
2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94, 73, 75, 78	
73	2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94, 73, 75, 78
75	2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94, 73, 75, 78
78	2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94, 73, 75, 78





ON	UNIT			
	A	B	C	D
7	53	54	55	56
11	37	38	39	40
19	13	14	15	16
21	73	74	75	76
28	5	6	7	8
32	12	13	14	15
34	16	17	18	19
36	196	197	198	199
42	220	221	222	223
67	164	165	166	167
70	160	161	162	163
85	144	145	146	147
87	127	128	129	130
94	101	102	103	104
2	184	185	186	187
73	232	233	234	235
75	240	241	242	243
76	252	253	254	255

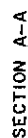
APPROVED  
JAN 1 1977  
RECEIVED  
IN CONFORMITY  
WITH THE  
REQUIREMENTS OF THE  
FLOOR PLAN

NOTE: ALL EXTERIOR WALLS ARE 4" UNLESS OTHERWISE SPECIFIED

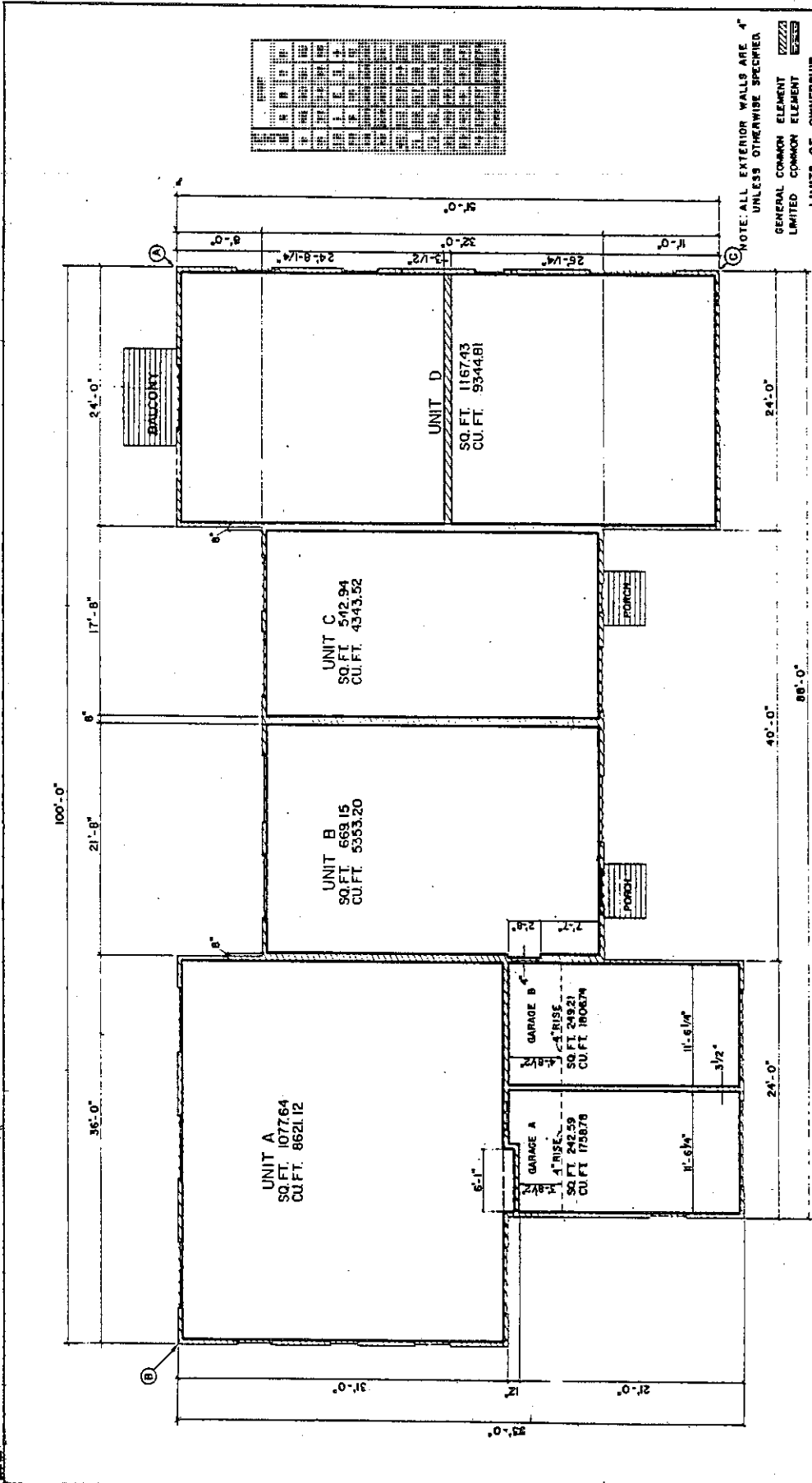
LIMITS OF OWNERSHIP	
GENERAL COMMON ELEMENT	UNITED
KING'S COVE	
TYPICAL FIRST FLOOR PLAN FOR BLDGS	
2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94, 73, 75, 76	
GARRETT & SMITH, INC.	
1000 N. 10th St., Suite 100, Tampa, FL 33604	

BLDG. NO.	POINT	NORTH		EAST		BEARING FROM		POINT	NORTH		EAST		BEARING FROM		POINT	NORTH		EAST		BEARING FROM		POINT	NORTH		EAST		BEARING FROM		POINT	NORTH		EAST		BEARING FROM		POINT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
		BLDG. NO.	POINT	BLDG. NO.	POINT	BLDG. NO.	POINT		BLDG. NO.	POINT	BLDG. NO.	POINT	BLDG. NO.	POINT		BLDG. NO.	POINT	BLDG. NO.	POINT	BLDG. NO.	POINT		BLDG. NO.	POINT	BLDG. NO.	POINT	BLDG. NO.	POINT		BLDG. NO.	POINT	BLDG. NO.	POINT	BLDG. NO.	POINT		BLDG. NO.	POINT	BLDG. NO.	POINT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56"E	7	A	3955.46	2301.71	N 83°20'00"E	34	A	4609.68	2317.26	S 30°34'56









# TYPICAL FIRST FLOOR PLAN

BLDG. NO.	POINT	NORTH	EAST	BEARING TO	FROM	BLDG. NO.	POINT	NORTH	EAST	BEARING TO	FROM
9	B	40°11'23"	11°14'	S23°00'00"E	38	B	43°11'57"	24°17'41"W	N24°17'41"E	11	E
3	B	43°32'22"	22°52'30"	N45°35'00"E	58	B	43°33'34"	26°35'40"	N05°31'11"W	11	E
26	B	48°04'12"	20°52'30"	N67°00'00"W	40	A	40°11'51"	25°50'34"	N54°45'50"W	11	E
30	B	47°11'28"	18°16'79"	S11°40'00"W	71	A	37°03'20"	26°57'68"	S74°13'08"W	11	E
68	A	41°13'54"	23°22'07"	S54°20'00"W	72	C	37°23'08"	28°31'29"	S59°33'17"E	11	E
84	A	49°11'51"	27°19'40"	S67°00'00"W	74	B	35°03'43"	28°00'39"	N74°00'11"E	11	E



APPROVED  
JAN 7 1971  
MICHAEL R. EVANS  
REGISTERED ARCHITECT  
STATE OF CALIFORNIA

FIRST FLOOR PLAN	
BLDG. 9, 13, 26, 30, 38, 39, 40, 71, 72, 86, 89, 74, 77	
DATE	1-7-71
BY	M.R.E.
CHECKED	M.R.E.
SCALE	1/8" = 1'-0"
SHEET 6	



BLDG. NO.	POINT	NORTH	EAST	BEARING FROM A TO B
9	B	4041.11	2391.14	S 27° 00' 00" E
13	B	433.22	2252.30	N 47° 30' 00" E
26	B	4863.41	2073.61	N 67° 00' 00" W
30	B	4711.28	1816.79	S 17° 40' 00" W
38	B	4311.87	2468.87	N 24° 17' 41" W
39	B	4343.34	2638.40	N 05° 31' 11" W
40	A	4091.51	2550.34	N 54° 45' 50" W
71	A	3769.20	2593.68	S 74° 13' 06" W
72	C	3723.89	2831.29	S 36° 33' 17" W
86	A	3118.64	2922.07	S 54° 20' 00" W
89	A	2914.61	2739.60	S 60° 00' 00" W
74	B	3509.45	2860.99	N 81° 00' 56" W
77	B	3382.73	3108.60	N 74° 00' 11" E

UNIT	UNIT			
	A	B	C	D
9	49	50	51	52
13	33	34	35	36
26	1	2	3	4
30	9	10	11	12
38	204	205	206	207
39	208	209	210	211
40	22	213	214	215
71	156	157	158	159
72	152	153	154	155
86	146	149	150	151
89	140	141	142	143
74	238	237	238	239
77	248	249	250	251

NOTE: ALL EXTERIOR WALLS ARE 4" LIMITS OF OWNERSHIP

# TYPICAL SECOND FLOOR PLAN

GENERAL LIMITED COMMON ELEMENT

COMMON ELEMENT

APPROVED

JAN 1987

PERSONAL SERVICES

OR CONTRACT

OPERATION & MAINTENANCE

KINGS COVE

TYPICAL SECOND FLOOR PLAN FOR BLDGS

9, 13, 26, 30, 38, 39, 40, 11

72, 86, 89, 74, 77

SABREY & SMITH, INC.

1750 N. 11th St., Suite 100, Tampa, FL 33604

Phone: (813) 288-1111

Telex: 154444

Facsimile: (813) 288-1111

Internet: 154444

1/17/87

1/17/87

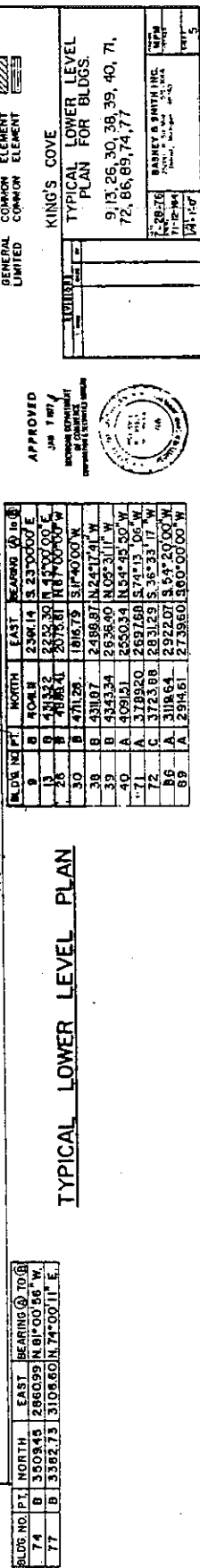
1/17/87

1/17/87

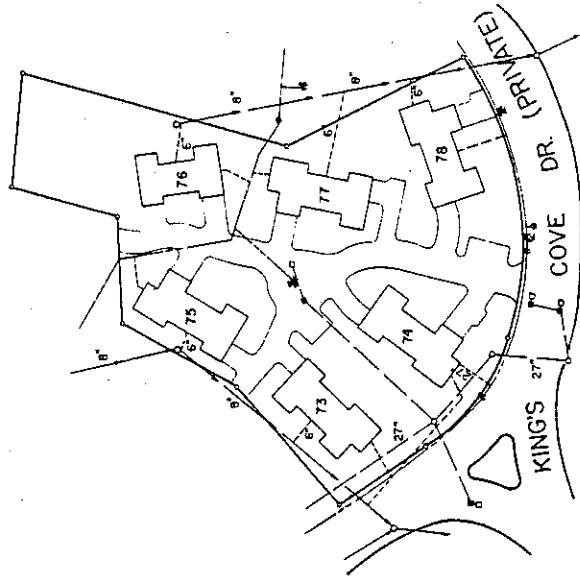
1/17/87

1/17/87





LDG.	UNIT				
	A	B	C	D	E
9	49	50	51	52	
13	53	54	55	56	
26	1	2	3	4	
30	9	10	11	12	
38	19	20	205	206	207
39	208	209	210	211	
41	256	157	214	215	
71	156	157	158	159	
72	152	153	154	155	
86	146	143	150	151	
89	140	141	142	143	
74	236	237	238	239	
77	248	249	250	251	



- MANHOLE
- CATCH BASIN
- WATER METER
- WATER STOP
- UTILITY POLE
- INLET
- WATER FORMER
- WATER MAIN
- COMBINED SEWER
- SEWER
- STORM SEWER
- GAS MAIN
- OVERHEAD WIRE
- UNDERGROUND CABLE/DE
- WIRE

PIPE SIZE (UNLESS SPECIFIED)	UTILITY	SOURCE OF LOCATION
8"	WATER MAIN	BASNEY & SMITH, INC.
1 1/2"	WATER LEADS	BASNEY & SMITH, INC.
12"	STORM SEWER	BASNEY & SMITH, INC.
6"	STORM LEADS	BASNEY & SMITH, INC.
6"	SANITARY SEWER	BASNEY & SMITH, INC.
6"	SANITARY LEADS	BASNEY & SMITH, INC.
6"	GAS	WILL BE SHOWN ON AS-BUILT DRAWINGS.
	POWER	
	TELEPHONE	

(10) INDICATES STEEL BAR

APPROVED  
JAN 1977  
BASNEY & SMITH, INC.  
ENGINEERING & SURVEYING  
REGISTERED PROFESSIONAL ENGINEERS

KINGS COVE

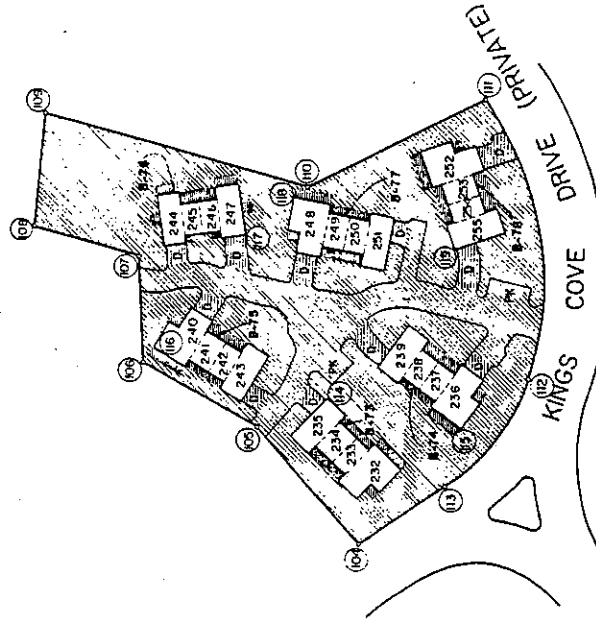
UTILITY PLAN - PARCEL 3

		PROJECT NO. 7-20-76 SHEET NO. 1 OF 1 DATE 1-1-77
BASNEY & SMITH, INC. 10000 KINGS COVE DR. FARMINGTON HILLS, MI 48334		

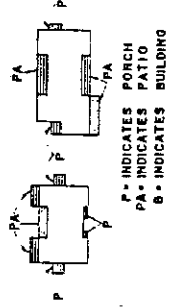
PT	NORTH	EAST
04	3644.76	2697.25
05	3592.79	3033.85
06	3592.79	3160.85
07	3502.09	3211.74
08	3523.92	3314.45
09	3421.27	3353.99
10	3367.21	3099.67
11	3212.44	2965.37
12	3436.59	2820.61
13	3555.99	2848.04
14	3534.99	2987.84
15	3509.45	2860.99
16	3573.83	3159.54
17	3439.72	3125.58
18	3362.73	3106.60
19	3354.69	2941.02



NORTH  
B  
COORDINATE  
NORTH



TYPICAL LOCATION  
OF PORCHES & PATIOS



(6) INDICATES STEEL BAR  
GENERAL COMMON ELEMENT  
D - INDICATES DRIVE  
PA - INDICATES PARKING  
APPROVED  
JUN 7 1984  
AMERICAN BRIDGEWORK  
CONSULTING ENGINEERS

KINGS COVE		SITE PLAN		PARCEL 3	
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF BARRY & SMITH, INC. AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF BARRY & SMITH, INC. IN WASHINGTON, D.C.		BARRY & SMITH, INC. 1100 N. 11TH ST., N.W. WASHINGTON, D.C. 20037 (202) 462-1100		SCALE: 1" = 30'-0" DATE: 12-16-84 3D	

CURVE DATA



KING'S COVE

STEELE, ROSELYN  
R. L. E. NO. 10705  
BASNET & SMITH, INC.  
25200 W. SIX MILE ROAD  
DETROIT, MI 48240

[illegible]

REPLAT NO. 6 OF  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF  
KING'S COVE  
AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION - PARCEL 1  
PART OF THE SOUTHWEST 1/4 OF SECTION 1, T. 3 N., R. 11 E., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT N. 88 DEGREES 00 MINUTES 00 SECONDS WEST 873.24 FEET AND E. 75 DEGREES 00 MINUTES 00 SECONDS WEST 870.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 3, T. 3 N., R. 11 E., AND PROCEEDING THENCE S. 25 DEGREES 00 MINUTES 00 SECONDS WEST 2444.00 FEET; THENCE S. 87 DEGREES 00 MINUTES 00 SECONDS WEST 150.00 FEET; THENCE S. 13 DEGREES 21 MINUTES 07 SECONDS EAST 38.08 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 285.00 FEET, AN ARC BEARING OF 81.51 FEET, CENTRAL ANGLE 133 DEGREES 04 MINUTES 47 SECONDS, CHORD BEARING S. 15 DEGREES 32 MINUTES 23 SECONDS WEST A DISTANCE OF 406.19 FEET; THENCE S. 51 DEGREES 00 MINUTES 00 SECONDS EAST 32.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 410.00 FEET, AN ARC BEARING OF 322.01 FEET, CENTRAL ANGLE 45 DEGREES 00 MINUTES 00 SECONDS, CHORD BEARING S. 28 DEGREES 59 MINUTES 00 SECONDS EAST A DISTANCE OF 312.60 FEET; THENCE S. 05 DEGREES 00 MINUTES 00 SECONDS EAST 155.00 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 450.00 FEET, AN ARC BEARING OF 431.37 FEET, CENTRAL ANGLE 52 DEGREES 00 MINUTES 00 SECONDS, CHORD BEARING S. 33 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 418.37 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 200.00 FEET, AN ARC BEARING OF 180.35 FEET, CENTRAL ANGLE 51 DEGREES 40 MINUTES 00 SECONDS, CHORD BEARING S. 35 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 174.70 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 372.32 FEET, AN ARC BEARING OF 381.74 FEET, CENTRAL ANGLE 58 DEGREES 40 MINUTES 00 SECONDS, CHORD BEARING S. 38 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 384.60 FEET; THENCE S. 68 DEGREES 00 MINUTES 00 SECONDS EAST 374.15 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 335.00 FEET, AN ARC BEARING OF 408.95 FEET, CENTRAL ANGLE 50 DEGREES 01 MINUTE 12 SECONDS, CHORD 233.28 FEET, CHORD BEARING S. 32 DEGREES 59 MINUTES 24 SECONDS WEST; THENCE S. 02 DEGREES 01 MINUTES 12 SECONDS WEST 113.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 430.00 FEET, AN ARC BEARING OF 403.60 FEET, CENTRAL ANGLE 53 DEGREES 46 MINUTES 41 SECONDS, CHORD 388.92 FEET; CHORD BEARING S. 78 DEGREES 54 MINUTES 30 SECONDS WEST; THENCE S. 47 DEGREES 47 MINUTES 50 SECONDS WEST 20.00 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 470.00 FEET, AN ARC BEARING OF 369.14 FEET, CENTRAL ANGLE 45 DEGREES 00 MINUTES 00 SECONDS, CHORD 359.72 FEET; CHORD BEARING NORTH 29 DEGREES 30 MINUTES 00 SECONDS WEST; THENCE NORTH 31 DEGREES 00 MINUTES 00 SECONDS WEST 92.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 205.00 FEET, AN ARC BEARING OF 506.22 FEET, CENTRAL ANGLE 141 DEGREES 29 MINUTES 06 SECONDS, CHORD 387.06 FEET; CHORD BEARING NORTH 19 DEGREES 44 MINUTES 33 SECONDS EAST TO THE POINT OF BEGINNING. 00M. - EASEMENTS OF RECORD.

LEGAL DESCRIPTION - PARCEL 2  
PART OF THE SOUTHWEST 1/4 OF SECTION 3, T. 3 N., R. 11 E., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST 873.24 FEET AND NORTH 25 DEGREES 00 MINUTES 02 SECONDS WEST 3274.00 FEET AND SOUTH 87 DEGREES 00 MINUTES 00 SECONDS WEST 150.00 FEET AND SOUTH 13 DEGREES 21 MINUTES 07 SECONDS EAST 38.08 FEET AND SOUTH 54 DEGREES 03 MINUTES 19 SECONDS EAST 36.72 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 3, T. 3 N., R. 11 E., AND PROCEEDING THENCE SOUTH 54 DEGREES 03 MINUTES 19 SECONDS EAST 19.28 FEET; THENCE SOUTH 30 DEGREES 37 MINUTES 27 SECONDS EAST 194.32 FEET; THENCE SOUTH 14 DEGREES 24 MINUTES 54 SECONDS WEST 49.00 FEET; THENCE SOUTH 30 DEGREES 09 MINUTES 01 SECOND EAST 54.08 FEET; THENCE SOUTH 78 DEGREES 33 MINUTES 52 SECONDS EAST 270.85 FEET; THENCE SOUTH 13 DEGREES 29 MINUTES 00 SECONDS WEST 182.18 FEET; THENCE SOUTH 45 DEGREES 15 MINUTES 07 SECONDS EAST 125.90 FEET; THENCE SOUTH 36 DEGREES 00 MINUTES 00 SECONDS WEST 80.00 FEET; THENCE SOUTH 13 DEGREES 18 MINUTES 57 SECONDS WEST 110.49 FEET; THENCE SOUTH 25 DEGREES 48 MINUTES 42 SECONDS EAST 171.80 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES 00 SECONDS WEST 95.00 FEET; THENCE SOUTH 37 DEGREES 30 MINUTES 00 SECONDS EAST 105.00 FEET; THENCE SOUTH 23 DEGREES 00 MINUTES 00 SECONDS WEST 85.98 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 100.83 FEET, AN ARC DISTANCE OF 158.38 FEET, CENTRAL ANGLE 30 DEGREES 00 MINUTES 00 SECONDS, CHORD 142.50 FEET, CHORD BEARING SOUTH 74 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 390.00 FEET, AN ARC DISTANCE OF 374.37 FEET, CENTRAL ANGLE 55 DEGREES 00 MINUTES 00 SECONDS, CHORD 380.16 FEET, CHORD BEARING NORTH 33 DEGREES 30 MINUTES 00 SECONDS WEST; THENCE NORTH 06 DEGREES 00 MINUTES 00 SECONDS WEST 155.00 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 470.00 FEET, AN ARC DISTANCE OF 369.14 FEET, CENTRAL ANGLE 45 DEGREES 00 MINUTES 00 SECONDS, CHORD 359.72 FEET; CHORD BEARING NORTH 29 DEGREES 30 MINUTES 00 SECONDS WEST; THENCE NORTH 31 DEGREES 00 MINUTES 00 SECONDS WEST 92.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 205.00 FEET, AN ARC DISTANCE OF 506.22 FEET, CENTRAL ANGLE 141 DEGREES 29 MINUTES 06 SECONDS, CHORD 387.06 FEET; CHORD BEARING NORTH 19 DEGREES 44 MINUTES 33 SECONDS EAST TO THE POINT OF BEGINNING. 00M. - EASEMENTS OF RECORD.

APPROVED  
JAN 1 2017  
MICHIGAN DEPARTMENT OF LAND AND NATURAL RESOURCES  
CONDOMINIUM MAPS SECTION

TITLE PAGE 3

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REPLAT NO. 6 OF OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF

KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SUBDIVISION 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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, 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 IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (6) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HERWITH EXCEPT AS OTHERWISE NOTED.

DATE: 2-22-1974  
WILLIAM L. ROSKELLY,  
REGISTERED LAND SURVEYOR  
GASNEY & SMITH, INC.  
23200 W. SIX MILE ROAD  
DETROIT, MICHIGAN 48240

PLAN CERTIFICATION

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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DRAWINGS WAS PREPARED UNDER MY DIRECTION AND THAT THE ATTACHED DRAWINGS OF BUILDINGS AND IMPROVEMENTS ARE PROPOSED

DATE: 2-22-1974  
WILLIAM L. ROSKELLY,  
REGISTERED LAND SURVEYOR  
GASNEY & SMITH, INC.  
23200 W. SIX MILE ROAD  
DETROIT, MICHIGAN 48240

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED  
THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED OF KING'S COVE CONDOMINIUM, WAS ISSUED TODAY PURSUANT TO ACT 229, PUBLIC ACTS OF 1969, AS AMENDED.

DATE: 2-22-1974  
ROGER H. JAKENY, DIRECTOR  
MICHIGAN DEPARTMENT OF COMMERCE



NOTE:

BUILDING ELEVATIONS ARE SHOWN IN DETAIL ON MICROFILMED ARCHITECTURAL WORKING DRAWINGS ON FILE WITH THE MICHIGAN DEPARTMENT OF COMMERCE, SECURITY BUREAU.



|                |  |
|----------------|--|
| TITLE PAGE 2   |  |
| CERTIFICATIONS |  |
| 2-22-74        | WILLIAM L. ROSKELLY, REGISTERED LAND SURVEYOR              |
| 2-22-74        | ROGER H. JAKENY, DIRECTOR, MICHIGAN DEPARTMENT OF COMMERCE |

REPLAT NO. 6 OF  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF

KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER  
MULTIFLEX HOME CORPORATION OF MICHIGAN  
1460 WALTON BOULEVARD SUITE 201  
ROCHESTER, MICHIGAN 48063

SURVEYOR  
BASNEY & SMITH, INC.  
25700 W. SIX MILE ROAD  
DETROIT, MICHIGAN 48240

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  - \*1A. TITLE PAGE II (CERTIFICATIONS)
  - \*1B. TITLE PAGE III (PROPERTY)
  - \*1C. TITLE PAGE IV (INGRESS - EGRESS EASEMENT)
  - \*2. NOT USED
  - \*3. SURVEY PLAN, PARCEL 1
  - \*4. SURVEY PLAN CONTINUED, PARCEL 1, CONTINUED
  - \*5. SURVEY PLAN CONTINUED, PARCEL 1, CONTINUED
  - \*6. SURVEY PLAN CONTINUED, PARCEL 2
  - \*7. SURVEY PLAN CONTINUED, PARCEL 3
  - \*8. SITE PLAN CONTINUED, PARCEL 1, CONTINUED
  - \*9. SITE PLAN CONTINUED, PARCEL 2
  - \*10. SITE PLAN CONTINUED, PARCEL 3
  - \*11. UTILITY PLAN, PARCEL 1
  - \*12. UTILITY PLAN CONTINUED, PARCEL 1, CONTINUED
  - \*13. UTILITY PLAN CONTINUED, PARCEL 2
  - \*14. UTILITY PLAN CONTINUED, PARCEL 3
  - \*15. LOWER LEVEL PLAN, BLDG. 1
  - \*16. FIRST FLOOR PLAN, BLDG. 1
  - \*17. SECOND FLOOR PLAN, BLDG. 1
  - \*18. LONGITUDINAL SECTION FOR BLDG. 1
  - \*19. LONGITUDINAL SECTION FOR BLDG. 1
  - \*20. LONGITUDINAL SECTION FOR BLDG. 1
  - \*21. LONGITUDINAL SECTION FOR BLDG. 1
  - \*22. LONGITUDINAL SECTION FOR BLDG. 1
  - \*23. LONGITUDINAL SECTION FOR BLDG. 1
  - \*24. LONGITUDINAL SECTION FOR BLDG. 1
  - \*25. LONGITUDINAL SECTION FOR BLDG. 1
  - \*26. LONGITUDINAL SECTION FOR BLDG. 1
  - \*27. LONGITUDINAL SECTION FOR BLDG. 1
  - \*28. LONGITUDINAL SECTION FOR BLDG. 1
  - \*29. LONGITUDINAL SECTION FOR BLDG. 1
  - \*30. LONGITUDINAL SECTION FOR BLDG. 1
  - \*31. LONGITUDINAL SECTION FOR BLDG. 1
  - \*32. LONGITUDINAL SECTION FOR BLDG. 1
  - \*33. LONGITUDINAL SECTION FOR BLDG. 1
  - \*34. LONGITUDINAL SECTION FOR BLDG. 1
  - \*35. LONGITUDINAL SECTION FOR BLDG. 1
  - \*36. LONGITUDINAL SECTION FOR BLDG. 1
  - \*37. LONGITUDINAL SECTION FOR BLDG. 1
  - \*38. LONGITUDINAL SECTION FOR BLDG. 1
  - \*39. LONGITUDINAL SECTION FOR BLDG. 1
  - \*40. LONGITUDINAL SECTION FOR BLDG. 1
  - \*41. LONGITUDINAL SECTION FOR BLDG. 1
  - \*42. LONGITUDINAL SECTION FOR BLDG. 1

NOTE:  
KING'S COVE IS A MULTI-PHASE CONDOMINIUM  
PROJECT. THE ASTERISK (\*) INDICATES AMENDED  
OR ARE NEW SHEETS WHICH ARE REVISED DATED  
JULY 28, 1976. THESE SHEETS WITH THIS SUBMISSION  
ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO  
THOSE PREVIOUSLY RECORDED.

APPROVED  
JAN 7 1976  
JAMES M. SMITH  
SURVEYOR

|  |     |
|--|-----|
| TITLE PAGE   |     |
| BLDG.  | NO. |
| 1  | 1   |
| INDEX  |     |
| BASNEY & SMITH, INC.<br>25700 W. SIX MILE RD.<br>DETROIT, MICHIGAN 48240 |     |
| JAN 7 1976   |     |
| JAMES M. SMITH   |     |
| SURVEYOR   |     |



3. First Amended Sheets 40, 41 and 42; Third Amended Sheets 1B, 33 and 34; Fourth Amended Sheets 1A, 5, 6, 7 8 and 9; and Sixth Amended Sheets 1, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove as attached hereto shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheets 1, 1A, 1B, 5, 6, 7, 8, 9, 19, 20, 21, 22, 23, 33, 34, 40, 41 and 42 of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 1A, 1B, 5, 6, 7, 8, 9, 19, 20, 21, 22, 23, 33, 34, 40, 41 and 42 shall be of no further force or effect. The legal description of the condominium premises contained on said Third Amended Sheet 1B shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

4. Sheets 2D, 3D and 4D of the Condominium Subdivision Plan of King's Cove as attached hereto; shall, upon approval of this Amendment by Order of the Michigan Department of Commerce and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, supplement and be incorporated in the Condominium Subdivision Plan of King's Cove, as amended.

In all respects, other than as hereinabove indicated, the original Master Deed of King's Cove, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

MULTIPLEX HOME CORPORATION OF MICHIGAN  
a Michigan corporation

/s/ Charlotte I. Quade  
Charlotte I. Quade

By: /s/ Fred C. Strickroot  
Fred C. Strickroot, Vice President

/s/ Lawrence R. Rospierski  
Lawrence R. Rospierski

STATE OF MICHIGAN            )  
                                  ) SS.  
COUNTY OF OAKLAND        )

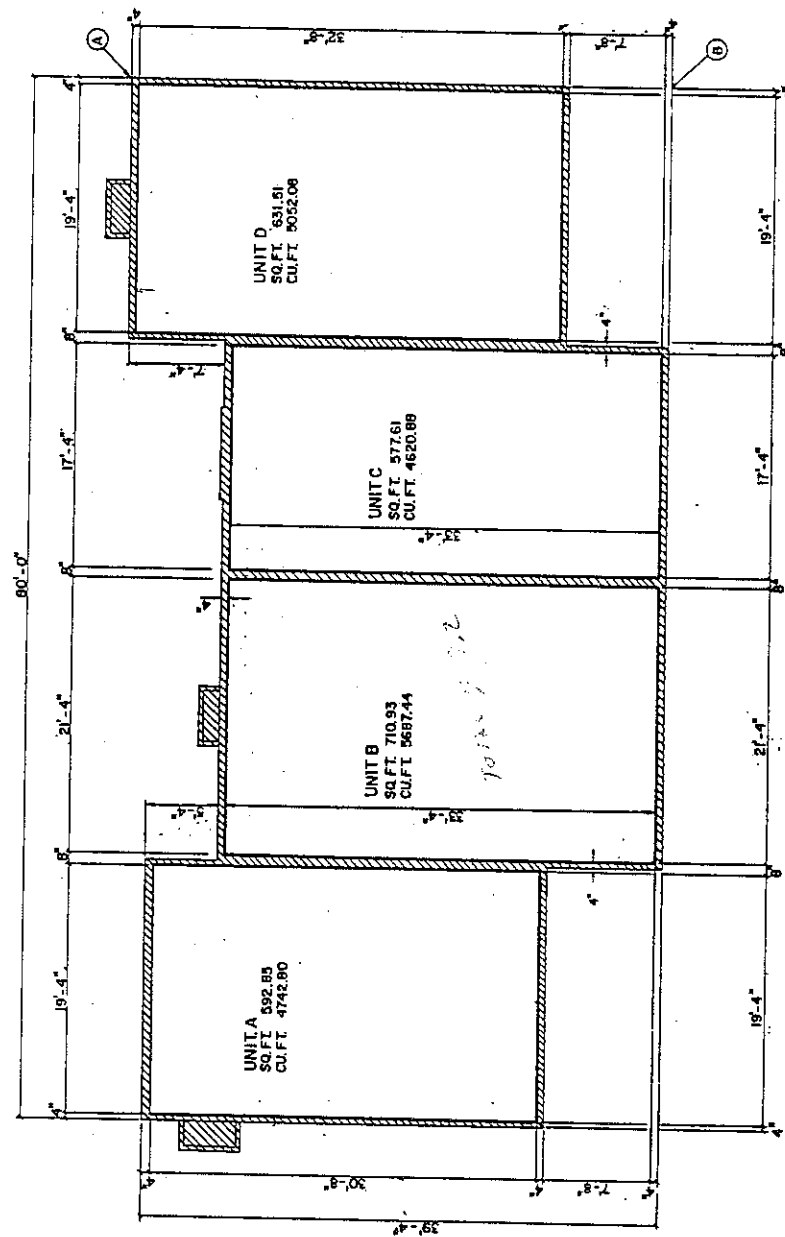
The foregoing Seventh Amendment to Master Deed of King's Cove was acknowledged before me this 14th day of December, 1976, by Fred C. Strickroot, the Vice President of King's Cove, a Michigan corporation, on behalf of the corporation.

/s/ Laura L. Laszko  
Laura L. Laszko  
Notary Public, Oakland County, Michigan  
My commission expires: 1/17/77

SEVENTH AMENDMENT TO MASTER DEED DRAFTED BY:

Robert L. Nelson, of  
Dykema, Gossett, Spencer, Goodnow & Trigg  
2401 West Big Beaver Road  
Troy, Michigan 48064

WHEN RECORDED, RETURN TO DRAFTER.



| BLDG. NO. | POINT | NORTH   | EAST    | BEARING FROM A TO B |
|-----------|-------|---------|---------|---------------------|
| 31        | C     | 4728.07 | 2255.99 | S 42° 37' 21" W     |
| 35        | C     | 4490.62 | 2400.68 | S 43° 19' 31" W     |
| 37        | C     | 4376.12 | 2488.99 | S 43° 30' 31" W     |
| 41        | C     | 4098.11 | 2648.23 | N 46° 56' 11" E     |
| 91        | A     | 3361.26 | 2548.94 | N 75° 30' 00" E     |

| BLDG. NO. | UNIT |     |     |     |
|-----------|------|-----|-----|-----|
|           | A    | B   | C   | D   |
| 31        | 188  | 189 | 170 | 171 |
| 35        | 192  | 193 | 194 | 195 |
| 37        | 200  | 201 | 202 | 203 |
| 41        | 216  | 217 | 218 | 219 |
| 91        | 105  | 106 | 107 | 108 |

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT C2222  
LIMITED COMMON ELEMENT

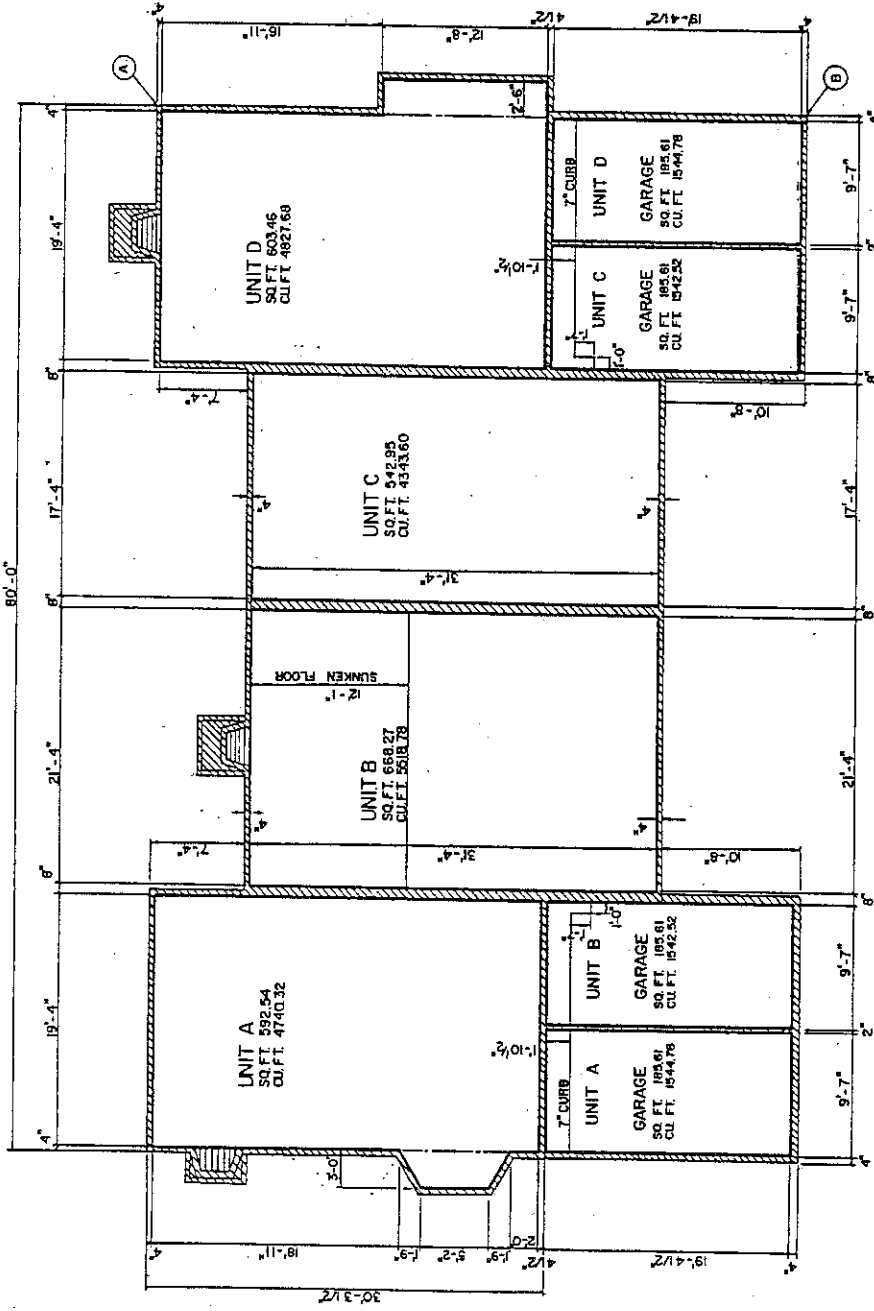
SECOND FLOOR PLAN

KINGS COVE

SECOND FLOOR PLAN  
FOR BLOKS 31, 35, 37,  
41, 91

PREPARED BY: RASBET & SMITH, INC.  
DATE: 12-15-75  
DRAWN BY: J. L. RASBET  
CHECKED BY: J. L. RASBET  
SCALE: 1/8" = 1'-0"





| BLDG NO. | POINT | NORTH   | EAST    | BEARING         | TO B FROM A |
|----------|-------|---------|---------|-----------------|-------------|
| 31       | C     | 4728.07 | 2255.99 | S 42° 37' E 1.7 |             |
| 39       | C     | 4490.82 | 2400.68 | S 43° 18' E 1.7 |             |
| 37       | C     | 4376.12 | 2465.99 | S 37° 53' E 1.7 |             |
| 41       | A     | 4099.11 | 2046.23 | N 16° 56' E 1.7 |             |
| 31       | A     | 3361.26 | 2598.94 | N 75° 30' E 1.7 |             |

| BLDG NO. | UNIT |     |     |     |
|----------|------|-----|-----|-----|
|          | A    | B   | C   | D   |
| 31       | 166  | 169 | 170 | 171 |
| 39       | 192  | 193 | 194 | 195 |
| 37       | 200  | 201 | 202 | 203 |
| 41       | 216  | 217 | 218 | 219 |
| 51       | 105  | 106 | 107 | 108 |

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
UNITED COMMON ELEMENT

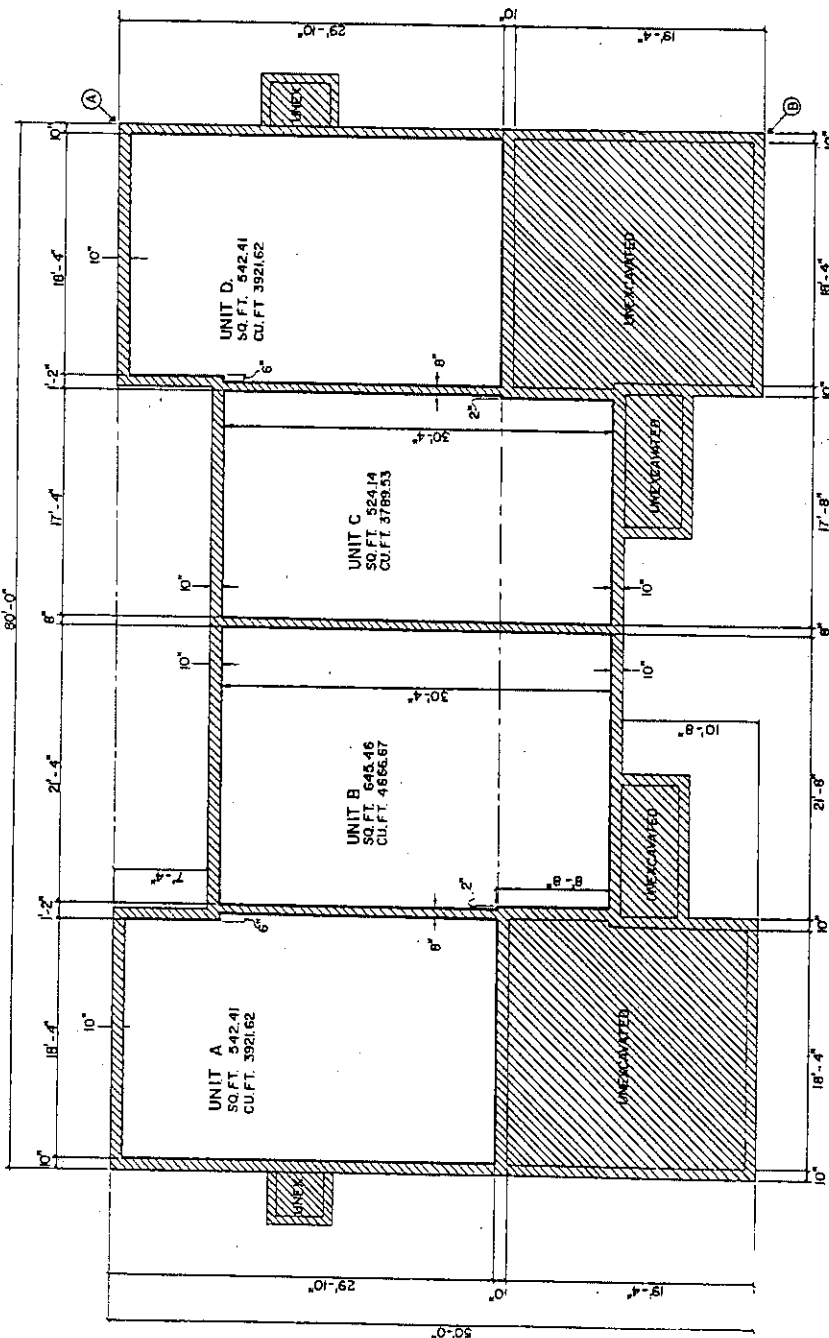
# FIRST FLOOR PLAN

## KING'S COVE

FIRST FLOOR PLAN FOR  
BLDG'S 31, 35, 37, 41, 51



|         |                            |
|---------|----------------------------|
| 2-11-75 | BLVDY & SMITH, INC.        |
| 7-12-85 | 1000 N. 10TH ST. SUITE 100 |
| 7-12-85 | PHILADELPHIA, PA. 19107    |



| B'LG. NO. | POINT | NORTH   | EAST    | BEARING     | TO B |
|-----------|-------|---------|---------|-------------|------|
| 31        | C     | 4728.07 | 2253.99 | S42°37'21"W |      |
| 35        | C     | 4490.82 | 2400.68 | S43°19'15"W |      |
| 37        | C     | 4376.12 | 2485.99 | S43°20'31"W |      |
| 41        | C     | 4059.11 | 2648.23 | N18°56'47"E |      |
| 91        | A     | 3361.26 | 2549.94 | N75°30'00"E |      |

| B'LG. NO. | UNIT |     |     |     |
|-----------|------|-----|-----|-----|
|           | A    | B   | C   | D   |
| 31        | 169  | 170 | 171 |     |
| 35        | 192  | 193 | 194 |     |
| 37        | 200  | 201 | 202 |     |
| 41        | 216  | 217 | 218 |     |
| 91        | 103  | 105 | 107 | 108 |

LIMITS OF OWNERSHIP  
 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

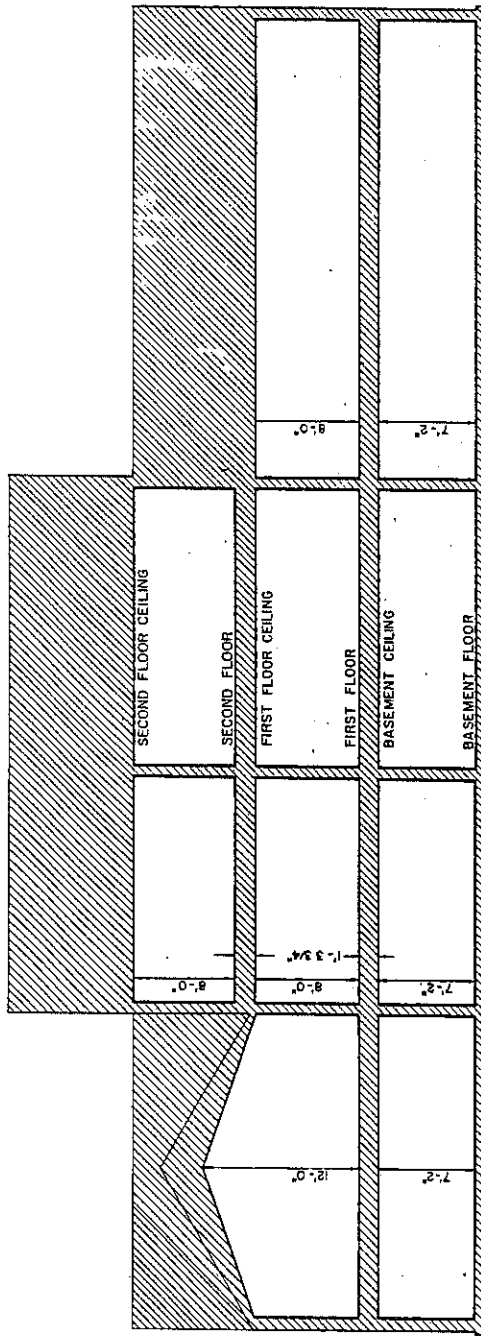
**BASEMENT PLAN**

**KING'S COVE**

**BASEMENT PLAN FOR  
 BLDGS 31, 35, 37, 41, 91**



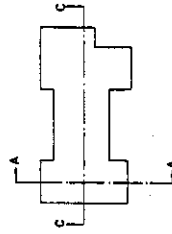
|        |        |        |        |
|--------|--------|--------|--------|
| 21-75  | 21-75  | 21-75  | 21-75  |
| 712-64 | 712-64 | 712-64 | 712-64 |
| 1-1    | 1-1    | 1-1    | 1-1    |



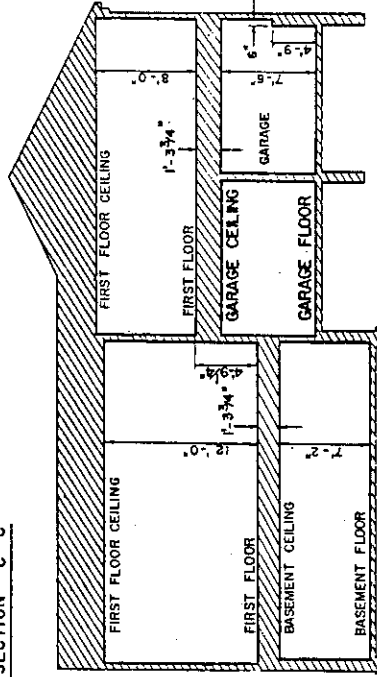
LONGITUDINAL SECTION C-C

TABLE OF U.S.C. B. & S. ELEV.

| FLOOR | ELEVATION | BLDG. NO. |
|-------|-----------|-----------|
| 2     | 795.03    | 7         |
| 7     | 801.33    | 11        |
| 11    | 803.33    | 19        |
| 19    | 802.33    | 21        |
| 21    | 798.03    | 28        |
| 28    | 798.03    | 32        |
| 32    | 808.33    | 34        |
| 34    | 808.33    | 36        |
| 36    | 808.33    | 42        |
| 42    | 810.33    | 57        |
| 57    | 804.33    | 70        |
| 70    | 803.33    | 85        |
| 85    | 808.00    | 87        |
| 87    | 808.00    | 94        |
| 94    | 818.00    |           |



SECTION DETAIL



SECTION A-A

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

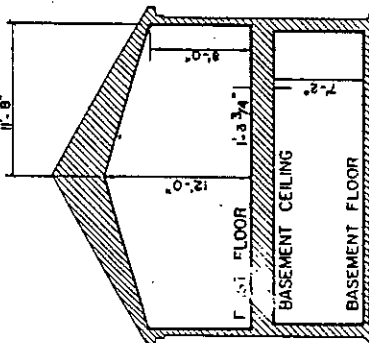
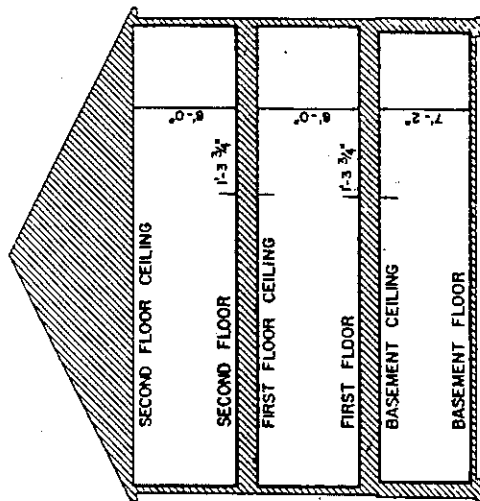
— LIMITS OF OWNERSHIP

KING'S COVE

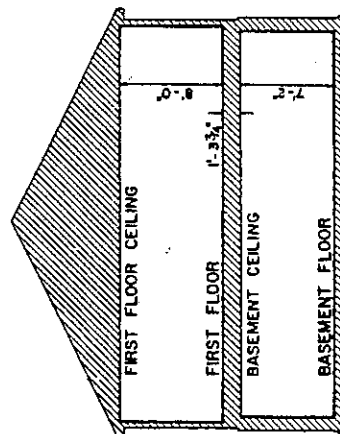
LONGITUDINAL SECTION FOR BLDGS.  
2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 57, 70, 85, 87, 94



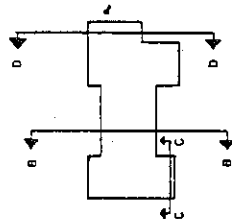
|                               |              |
|-------------------------------|--------------|
| SHERMAN & SUTHERLAND, INC.    |              |
| Surveyors                     |              |
| Professional Seal & Signature |              |
| DATE                          | 2-11-75      |
| BY                            | 1417         |
| SCALE                         | 1/4" = 1'-0" |
| 23                            |              |



SECTION C-C



SECTION D-D



SECTION DETAIL

TABLE OF ELEVATIONS

| BLD'G. | FIRST FL. | USC A.G.S. DRAIN | BLDG.  | FIRST FL. |
|--------|-----------|------------------|--------|-----------|
| 7      | 801.33    | 2                | 798.83 |           |
| 11     | 801.33    |                  |        |           |
| 19     | 802.33    |                  |        |           |
| 21     | 798.83    |                  |        |           |
| 28     | 798.03    | 67               | 804.33 |           |
| 32     | 808.33    | 70               | 801.33 |           |
| 34     | 808.73    | 65               | 808.50 |           |
| 36     | 806.33    | 87               | 806.80 |           |
| 42     | 810.33    | 94               | 818.50 |           |

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

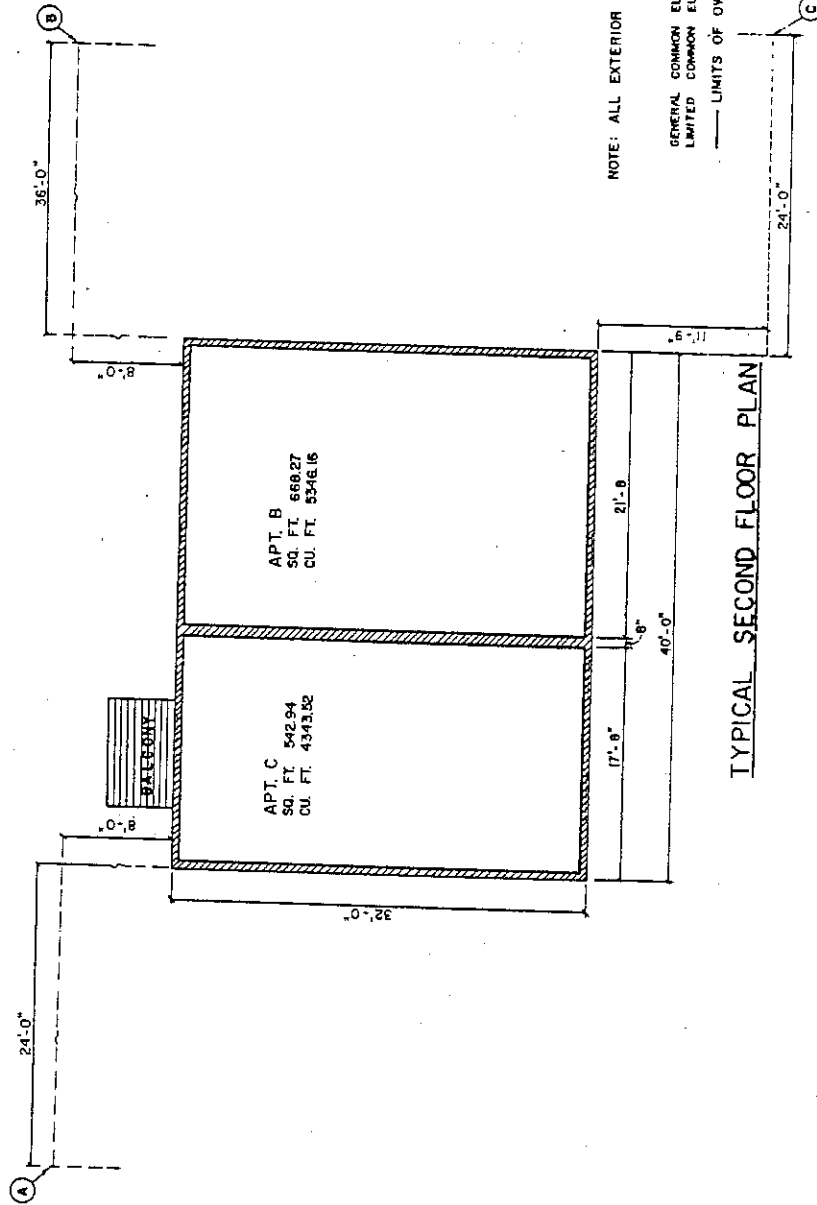
— LIMITS OF OWNERSHIP

KING'S COVE  
CROSS SECTIONS OF BLDGS.  
2, 7, 11, 19, 21, 28, 32, 34, 36,  
42, 67, 70, 85, 87, 94



| Bldg No | Point | North   | East    | Bearing to B    |
|---------|-------|---------|---------|-----------------|
| 7       | A     | 3955.41 | 2301.71 | N 85° 20' 00" E |
| 11      | B     | 4254.01 | 2306.08 | N 82° 30' 00" E |
| 19      | B     | 4816.33 | 2069.82 | S 85° 30' 00" E |
| 21      | A     | 3490.63 | 2847.42 | N 14° 30' 00" E |
| 28      | A     | 4898.90 | 1896.77 | N 67° 36' 00" E |
| 32      | A     | 4554.47 | 2230.33 | S 01° 20' 48" E |
| 34      | A     | 4609.68 | 237.26  | S 30° 34' 56" E |
| 36      | A     | 4423.94 | 2389.96 | S 46° 05' 31" E |
| 42      | A     | 4270.10 | 2704.60 | S 66° 26' 02" E |
| 67      | A     | 3895.21 | 2805.49 | S 75° 35' 27" E |
| 70      | A     | 3873.50 | 2649.13 | S 80° 29' 19" W |
| 85      | C     | 3006.23 | 2849.52 | S 35° 10' 00" W |
| 87      | B     | 3206.23 | 2839.63 | S 28° 00' 00" W |
| 94      | A     | 3371.18 | 2642.06 | N 58° 30' 00" E |
| 2       | C     | 3084.82 | 3056.33 | N 68° 00' 00" W |

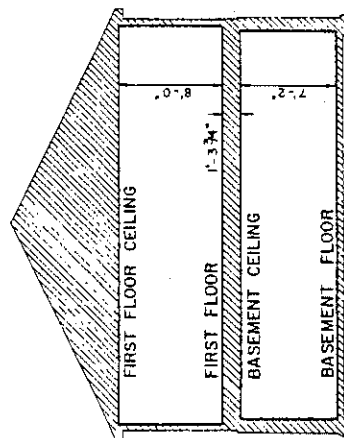
| Bldg No | Unit |     |     |     |
|---------|------|-----|-----|-----|
|         | A    | B   | C   | D   |
| 7       | 93   | 54  | 55  | 56  |
| 11      | 37   | 38  | 39  | 40  |
| 19      | 13   | 14  | 15  | 16  |
| 21      | 73   | 74  | 75  | 76  |
| 28      | 5    | 6   | 7   | 8   |
| 32      | 172  | 173 | 174 | 175 |
| 34      | 176  | 177 | 178 | 179 |
| 36      | 196  | 197 | 198 | 199 |
| 42      | 220  | 221 | 222 | 223 |
| 67      | 164  | 165 | 166 | 167 |
| 70      | 160  | 161 | 162 | 163 |
| 85      | 144  | 145 | 146 | 147 |
| 87      | 127  | 128 | 129 | 130 |
| 94      | 101  | 102 | 103 | 104 |
| 2       | 184  | 185 | 186 | 187 |



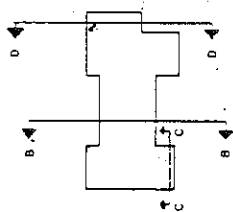
TYPICAL SECOND FLOOR PLAN



|  |                     |
|--|---------------------|
| KING'S COVE  |                     |
| TYPICAL SECOND FLOOR PLAN FOR BLDGS                      |                     |
| 2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94 |                     |
| DATE: 11/25/24   | SCALE: 1/8" = 1'-0" |
| BY: M.H. SMITH   | CHECKED: M.H. SMITH |
| PROJECT: 24-000000-00                                    | CLIENT: M.H. SMITH  |



SECTION D - D



### SECTION DETAILS

## TABLE OF ELEVATIONS

U. S. B. G. S. DATUM

| BLOG | FIRST FL | BLOG | FIRST FL |
|------|----------|------|----------|
| 7    | 801.33   | 2    | 795.83   |
| 11   | 803.33   | 73   | 801.00   |
| 19   | 802.33   | 75   | 802.50   |
| 21   | 798.83   | 78   | 798.50   |
| 28   | 799.03   | 67   | 804.33   |
| 32   | 809.33   | 70   | 803.33   |
| 34   | 808.73   | 85   | 809.50   |
| 36   | 806.33   | 87   | 808.50   |
| 42   | 801.33   | 94   | 818.50   |
| 87   | 808.50   | 96   | 808.50   |

APPROVED

GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT INDICATES LIMITS OF OWNERSHIP

KING'S COVE

CROSS SECTIONS OF BLDGS. 2,7,11,19,21,  
28,32,34,36,42,57,58,67,70,85,87,94,73,75,

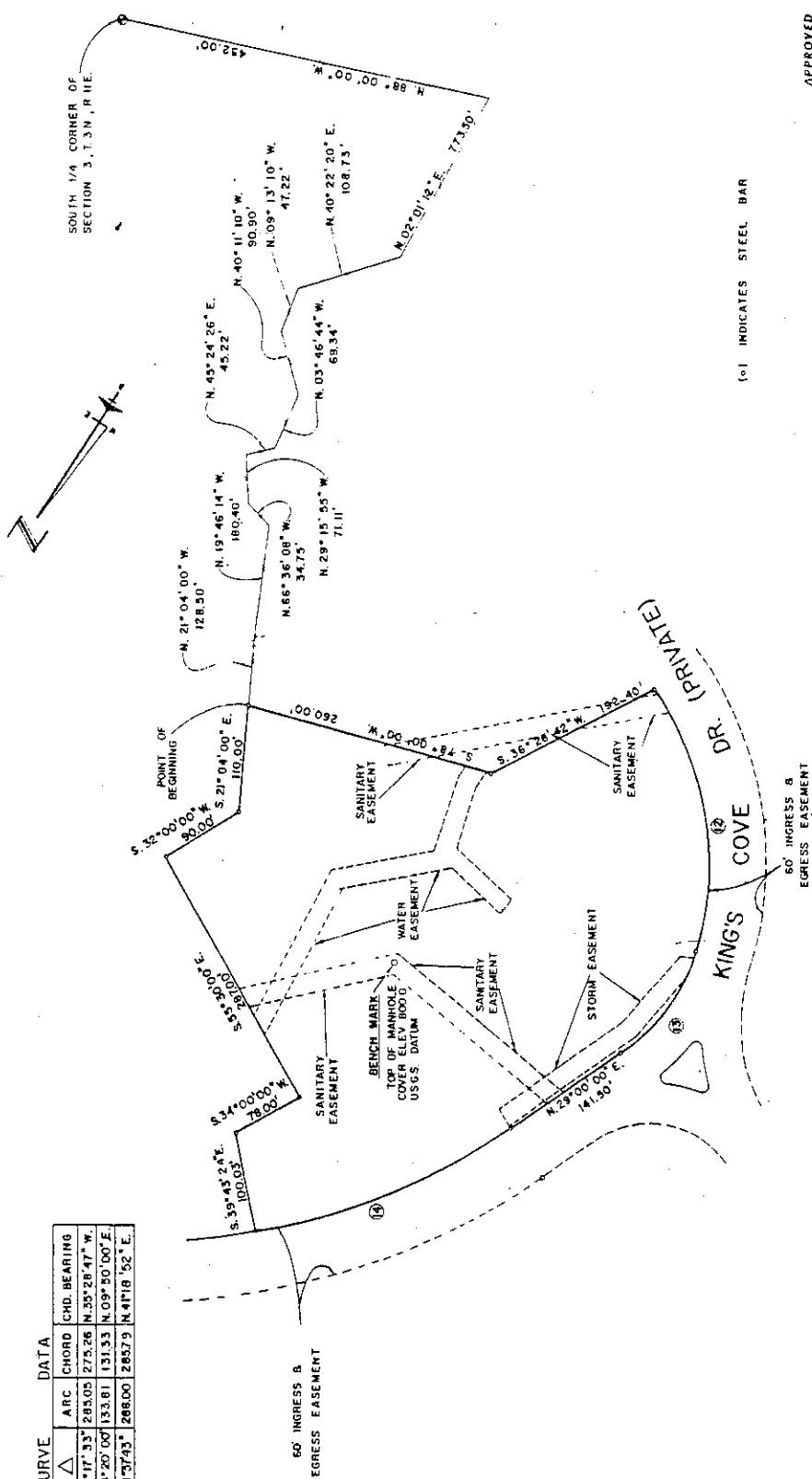


|    |            |           |      |        |      |         |      |          |      |
|----|------------|-----------|------|--------|------|---------|------|----------|------|
| 78 | EXHIBITION | DATE      | 1954 | BY     | 1954 | DATE    | 1954 | BY       | 1954 |
|    |            | NAME      |      | T. H.  |      | 9-16-76 |      | 12-15-76 |      |
|    |            | ADDRESS   |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | CITY      |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | STATE     |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | COUNTRY   |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | TELEPHONE |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | E-MAIL    |      | CAGGIO |      |         |      | 12-15-76 |      |
|    |            | FAX       |      | CAGGIO |      |         |      | 12-15-76 |      |



# CURVE DATA

| RADIUS    | ARC       | CHORD  | CHD. BEARING   |
|-----------|-----------|--------|----------------|
| 12 302.32 | 52°17'53" | 285.05 | N 35°28'47" W. |
| 13 200.00 | 38°20'00" | 131.33 | N 09°50'00" E. |
| 14 67000  | 24°37'43" | 268.00 | N 41°18'52" E. |



APPROVED  
SEP 1977  
ENGINEER IN CHARGE  
OF CONSTRUCTION  
PROJECT

**KING'S COVE**

**SURVEY PLAN - PARCEL 3**

**BARNEY & SONS, INC.**  
1000 E. 10th St.  
Ann Arbor, MI 48106  
Telephone: 764-1234

**REVISIONS**

| NO. | DATE   | DESCRIPTION     |
|-----|--------|-----------------|
| 1   | 9-1-77 | Original Survey |

**DATE** 9-1-77

**BY** [Signature]

**FOR** [Signature]

**SURVEYOR'S 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 9-1-77  
WILLIAM L. ROSS, SURVEYOR  
R.L.S. NO. 10704  
25200 W. SIX MILE ROAD  
DETROIT, MI 48210

REPLAT NO. 8 OF  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 14 B

EXHIBIT B TO THE MASTER DEED OF

KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER  
BARNES MORTGAGE INVESTMENT TRUST  
A MASSACHUSETTS BUSINESS TRUST  
100 FEDERAL STREET  
BOSTON, MASSACHUSETTS 02110

SURVEYOR

BASNEY & SMITH, INC.  
25200 W. SIX MILE ROAD  
DETROIT, MI 48240

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- \* 1B. TITLE PAGE 111 (PROPERTY DESCRIPTIONS)
- \* 1C. TITLE PAGE 1V (INGRESS-EGRESS EASEMENTS)
- \* 1D. TITLE PAGE 1V (NOT USED)
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- \* 3C. SITE PLAN, PARCEL 2
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- \* 4B. UTILITY PLAN, PARCEL 1, CONTINUED
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- \* 12. SECOND FLOOR PLAN OF BLDGS. 5, 15, 17, 20, 22, 24, 27, 29, 83, 84, 88, 90, 92, 93, 95, 96, 97
- \* 13. CROSS SECTION FOR BLDGS. 5, 15, 17, 20, 22, 24, 27, 29, 83, 84, 88, 90, 92, 93, 95, 96, 97

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- \* 15. LOWER LEVEL PLAN, BLDGS. 1, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100
- \* 16. FIRST FLOOR PLAN, BLDGS. 1, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100
- \* 17. SECOND FLOOR PLAN, BLDGS. 1, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100
- \* 18. SECTIONS, BLDGS. 1, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100
- \* 19. LOWER LEVEL PLAN, BLDGS. 2, 7, 11, 13, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101
- \* 20. FIRST FLOOR PLAN, BLDGS. 2, 7, 11, 13, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101
- \* 21. SECOND FLOOR PLAN, BLDGS. 2, 7, 11, 13, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101
- \* 22. CROSS SECTIONS BLDGS. 2, 7, 11, 13, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101
- \* 23. LONGITUDINAL SECTION BLDGS. 2, 7, 11, 13, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101
- \* 24. LOWER LEVEL PLAN, BLDGS. 14, 49
- \* 25. FIRST FLOOR PLAN, BLDGS. 14, 49
- \* 26. SECOND FLOOR PLAN, BLDGS. 14, 49
- \* 27. BASEMENT PLAN FOR BLDG. 88
- \* 28. FIRST FLOOR PLAN FOR BLDG. 88
- \* 29. SECOND FLOOR PLAN FOR BLDG. 88
- \* 30. BASEMENT PLAN FOR BLDGS. 31, 35, 37, 41, 91
- \* 31. FIRST FLOOR PLAN FOR BLDGS. 31, 35, 37, 41, 91
- \* 32. SECOND FLOOR PLAN FOR BLDGS. 31, 35, 37, 41, 91
- \* 33. CROSS SECTION FOR BLDGS. 31, 35, 37, 41, 91
- \* 34. LONGITUDINAL SECTION FOR BLDGS. 31, 35, 37, 41, 91
- \* 35. BASEMENT PLAN FOR BLDGS. 33, 69
- \* 36. FIRST FLOOR PLAN FOR BLDGS. 33, 69
- \* 37. SECOND FLOOR PLAN FOR BLDGS. 33, 69
- \* 38. CROSS SECTION FOR BLDGS. 33, 69
- \* 39. LONGITUDINAL SECTION FOR BLDGS. 33, 69
- \* 40. BASEMENT PLAN FOR BLDGS. 68, 76, 80, 82, 84
- \* 41. FIRST FLOOR PLAN FOR BLDGS. 68, 76, 80, 82, 84
- \* 42. SECOND FLOOR PLAN FOR BLDGS. 68, 76, 80, 82, 84

NOTE: THIS COVE IS A MULTI-PHASE CONDOMINIUM PROJECT. THE ASTERISK (\*) INDICATES AWARDED OR ARE NEW SHEETS WHICH ARE REVISED DATED MAY 23, 1977. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

APPROVED  
MAY 13 1978  
MICHAEL B. BARNES  
REGISTERED SURVEYOR  
OF MICHIGAN

TITLE PAGE

|  |  |
|--|--|
| BASNEY & SMITH, INC.<br>1000 W. LEXINGTON AVE.<br>DETROIT, MI 48226<br>Tel. 313-467-1111 |  |
| REGISTERED SURVEYOR<br>OF MICHIGAN<br>No. 10000<br>Exp. 12-31-78                         |  |
| PROJECT: KING'S COVE<br>SHEET: 1 OF 1<br>DATE: MAY 13 1978                               |  |

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| 7  | .284 | 71  | .395 |
| 8  | .327 | 72  | .327 |
| 9  | .310 | 73  | .310 |
| 10 | .327 | 74  | .327 |
| 11 | .284 | 75  | .284 |
| 12 | .327 | 76  | .327 |
| 13 | .310 | 77  | .370 |
| 14 | .327 | 78  | .370 |
| 15 | .284 | 79  | .351 |
| 16 | .327 | 80  | .370 |
| 17 | .370 | 81  | .370 |
| 18 | .395 | 82  | .351 |
| 19 | .395 | 83  | .351 |
| 20 | .327 | 84  | .370 |
| 21 | .370 | 85  | .370 |
| 22 | .395 | 86  | .351 |
| 23 | .395 | 87  | .370 |
| 24 | .327 | 88  | .370 |
| 25 | .370 | 89  | .351 |
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| 30 | .395 | 94  | .351 |
| 31 | .395 | 95  | .370 |
| 32 | .327 | 96  | .370 |
| 33 | .310 | 97  | .351 |
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| 35 | .284 | 99  | .370 |
| 36 | .327 | 100 | .370 |
| 37 | .310 | 101 | .310 |
| 38 | .327 | 102 | .327 |
| 39 | .284 | 103 | .284 |
| 40 | .327 | 104 | .327 |
| 41 | .370 | 105 | .370 |
| 42 | .395 | 106 | .370 |
| 43 | .395 | 107 | .327 |
| 44 | .327 | 108 | .370 |
| 45 | .370 | 109 | .370 |
| 46 | .395 | 110 | .370 |
| 47 | .395 | 111 | .351 |
| 48 | .327 | 112 | .370 |
| 49 | .310 | 113 | .370 |
| 50 | .327 | 114 | .351 |
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| 55 | .284 | 119 | .370 |
| 56 | .327 | 120 | .351 |
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| 58 | .395 | 122 | .370 |
| 59 | .395 | 123 | .351 |
| 60 | .327 | 124 | .370 |
| 61 | .370 | 125 | .370 |
| 62 | .395 | 126 | .351 |
| 63 | .395 | 127 | .310 |
| 64 | .327 | 128 | .327 |
| 65 | .370 | 129 | .284 |
| 66 | .395 | 130 | .327 |
| 67 | .395 | 131 | .370 |
| 68 | .327 | 132 | .370 |
| 69 | .370 | 133 | .351 |
| 70 | .395 | 134 | .370 |

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| 135 | .370 | 199 | .327 |
| 136 | .351 | 200 | .370 |
| 137 | .370 | 201 | .370 |
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| 139 | .351 | 203 | .370 |
| 140 | .310 | 204 | .310 |
| 141 | .327 | 205 | .327 |
| 142 | .284 | 206 | .284 |
| 143 | .327 | 207 | .327 |
| 144 | .370 | 208 | .310 |
| 145 | .327 | 209 | .327 |
| 146 | .370 | 210 | .284 |
| 147 | .370 | 211 | .327 |
| 148 | .310 | 212 | .310 |
| 149 | .327 | 213 | .327 |
| 150 | .284 | 214 | .284 |
| 151 | .327 | 215 | .327 |
| 152 | .310 | 216 | .370 |
| 153 | .327 | 217 | .370 |
| 154 | .284 | 218 | .327 |
| 155 | .327 | 219 | .370 |
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| 168 | .370 | 232 | .310 |
| 169 | .370 | 233 | .327 |
| 170 | .327 | 234 | .284 |
| 171 | .370 | 235 | .327 |
| 172 | .310 | 236 | .310 |
| 173 | .327 | 237 | .327 |
| 174 | .284 | 238 | .284 |
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| 189 | .395 | 253 | .327 |
| 190 | .395 | 254 | .284 |
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| 192 | .370 | 256 | .310 |
| 193 | .370 | 257 | .327 |
| 194 | .327 | 258 | .284 |
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| 196 | .310 | 260 | .310 |
| 197 | .327 | 261 | .327 |
| 198 | .284 | 262 | .284 |

6546 Mercantile Way  
Lansing, Michigan 48909

P.O. Box 30054  
Corporation Division  
General Information  
(517) 373-0493  
Records Information  
(517) 373-0495  
Annual Report  
(517) 373-0483  
Certification & Copies  
(517) 373-2901



WILLIAM G. MILLIKEN, Governor

## DEPARTMENT OF COMMERCE

KEITH MOLIN, Director

### ORDER

Enforcement Division  
(517) 374-9423  
Examination Division  
(517) 373-0463  
Condominiums  
(517) 373-8025  
Mobile Homes  
(517) 374-9585

Recorded in Liber 7175,  
Page 445, Oakland County  
Records, April 17, 1978.

### CERTIFICATE OF APPROVAL OF MASTER DEED

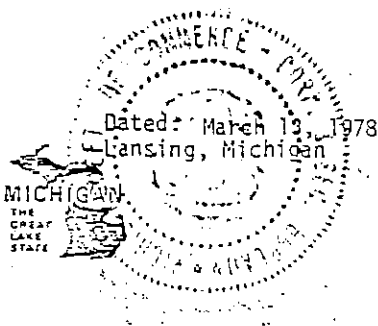
In re: Application of Barnes Mortgage Investment Trust, 100 Federal Street, Boston, Massachusetts 02110, Developer for a Certificate of Approval of Master Deed for KING'S COVE CONDOMINIUM--NINTH AMENDMENT, King's Cove Drive, Avon Township, Oakland County, Michigan. (Our File #72-169.)

1. Application having been duly made and examined,
2. A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - a) That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.
  - b) That this order be recorded with the County Register of Deeds at the same time as the Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation & Securities Bureau, prior to the issuance of a Permit To Sell.
  - c) That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
  - d) When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.
3. This Certificate of Approval of the Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE  
Keith Molin, Director

By

*E C Mackey*  
E. C. Mackey, Director  
Corporation & Securities Bureau



SEVENTH AMENDMENT TO MASTER DEED OF  
KING'S COVE

Recorded in Liber 6837,  
Pages 344 through 370,  
Oakland County Records  
on January 25, 1977.

MultiPlex Home Corporation of Michigan, a Michigan corporation, being the Developer of King's Cove, a condominium project established pursuant to the Master Deed thereof, recorded on September 4, 1973, in Liber 6161, Pages 281 through 330; First Amendment to the Master Deed, recorded on May 14, 1974, in Liber 6290, Pages 845 through 880; Second Amendment to the Master Deed, recorded on October 9, 1974, in Liber 6377, Pages 88 through 117; Third Amendment to the Master Deed, recorded on February 19, 1975, in Liber 6429, Pages 839 through 868; Fourth Amendment to the Master Deed, recorded on March 26, 1975, in Liber 6445, Pages 46 through 64; Fifth Amendment to the Master Deed, recorded on July 17, 1975, in Liber 6503, Pages 152 through 183; and Sixth Amendment to the Master Deed, recorded April 13, 1976, in Liber 6651, Page 690, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 148, hereby amends the Master Deed of King's Cove pursuant to the authority reserved in Article VII of said Master Deed for the purpose of enlarging the condominium project from 231 units to 255 units by the addition of land described in Section 1 below and correcting and reallocating percentages of value set forth in Article V of said Master Deed. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium Project by this Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 452.00 ft. and North 02 degrees 01 minutes 12 seconds East 773.50 feet and North 40 degrees 22 minutes 20 seconds East 108.73 feet and North 09 degrees 13 minutes 10 seconds West 47.22 feet and North 40 degrees 11 minutes 10 seconds West 90.90 feet and North 03 degrees 46 minutes 44 seconds West 69.34 feet and North 45 degrees 24 minutes 26 seconds East 45.22 feet and North 29 degrees 15 minutes 55 seconds West 71.11 feet and North 66 degrees 36 minutes 08 seconds West 34.75 feet and North 19 degrees 46 minutes 14 seconds West 180.40 feet and North 21 degrees 04 minutes 00 seconds West 128.50 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78 degrees 00 minutes 00 seconds West 260.00 feet; thence South 36 degrees 26 minutes 42 seconds West 192.40 feet; thence along a curve to the right radius 312.32 feet, an arc distance of 285.05 feet, central angle 52 degrees 17 minutes 33 seconds, chord bearing North 35 degrees 28 minutes 47 seconds West, chord distance 275.26 feet; thence along a curve to the right, radius 200.00 feet, an arc distance of 133.81 feet, central angle 38 degrees 20 minutes 00 seconds, chord bearing North 09 degrees 50 minutes 00 seconds East, chord distance 131.33 feet; thence North 29 degrees 00 minutes 00 seconds East 141.50 feet; thence along a curve to the right, radius 679.00 feet, an arc distance of 288.00 feet, central angle 24 degrees 18 minutes 08 seconds, chord bearing North 41 degrees 09 minutes 04 seconds East, chord distance 285.85 feet; thence South 39 degrees 45 minutes 40 seconds East 100.84 feet; thence South 34 degrees 00 minutes 00 seconds West 78.00 feet; thence South 55 degrees 30 minutes 00 seconds East 287.00 feet; thence South 32 degrees 00 minutes 00 seconds West 90.00 feet; thence South 21 degrees 04 minutes 00 seconds East 110.00 feet to the point of beginning. Subject to easements of record.

2. Sixth Amended Article V-C of said Master Deed of King's Cove as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Fifth Amended Article V-C of the Master Deed as recorded, and the Fifth Amended Article V-C shall be of no further force or effect.

SIXTH AMENDED ARTICLE V-C OF THE MASTER DEED OF  
KING'S COVE

ARTICLE V

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

| Apartment Number | Percentage of<br>Value Assigned | Apartment Number | Percentage of<br>Value Assigned |
|------------------|---------------------------------|------------------|---------------------------------|
| 1                | .3578                           | 4                | .3773                           |
| 2                | .3773                           | 5                | .3578                           |
| 3                | .3289                           | 6                | .3773                           |

Corporation & Securities Bureau  
Michigan Department of Commerce  
Huzar H. Makens, Director

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division  
(517) 373-0443  
Corporation Division  
(517) 373-0444  
Condominium Section  
(517) 373-0423

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

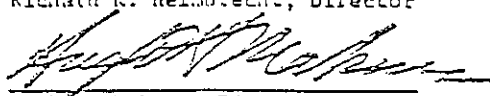
CONDITIONAL PERMIT TO SELL

In re: Application of Barnes Mortgage Investment Trust, a Massachusetts business trust, 100 Federal Street, Boston, Massachusetts, 02110, Developer, for a Conditional Permit To Sell order for KING'S COVE CONDOMINIUM - SEVENTH AMENDMENT, Avon Township, Michigan. (Our File #72-169).


1. Application having been duly made and examined, and
2. A Certificate of Approval of Amended Master Deed having been entered on January 7, 1977 and recorded on January 25, 1977, in Liber 6837, Page 341 and the Master Deed having been recorded on January 25, 1977, in Liber 6837, Pages 344 through 370 in the Oakland County Register of Deeds.
3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
  - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
  - (c) That no unit be conveyed until an occupancy permit has been received.
  - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
  - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
4. This Conditional Permit to Sell becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By

  
Huzar H. Makens, Director

Corporation & Securities Bureau

 Dated: May 23, 1977  
Lansing, Michigan

USER 6837 PAGE 341

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division  
(517) 373-0485  
Corporation Division  
(517) 373-0498  
Condominium Section  
(517) 373-8028

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

77

6866

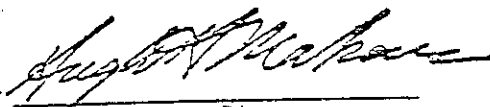
ORDER

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

In re: Application of MultiPlex Home Corporation of Michigan, 1460 Walton Boulevard, Suite 201, Rochester, Michigan 48063, Developer, for a Certificate of Approval of Amended Master Deed, for KING'S COVE CONDOMINIUM - SEVENTH AMENDMENT, King's Cove Drive, Avon Twp., Oakland County, Michigan. (Our File #72-169)

- .....
1. Application having been duly made and examined.
  2. A Certificate of Approval of the Amended Master Deed for the above condominium is hereby given to the Developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
    - a. That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
    - b. That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the issuance of a Permit to Sell.
    - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
    - d. When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.
  3. This Certificate of Approval of the Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By   
Hugh H. Makens, Director  
Corporation & Securities Bureau

Dated: January 7, 1977  
Lansing, Michigan



300



SIXTH AMENDMENT TO MASTER DEED OF  
KING'S COVE

Recorded in Liber 6651,  
Page 690, Oakland County  
Records, on April 13, 1976.

King's Cove Association, a Michigan non-profit corporation (the "Association"), 4091 Shorecrest Drive, West Bloomfield, Michigan 48033, being the entity organized for the purpose of administering the affairs of King's Cove, a condominium (the "Condominium"), established pursuant to the Master Deed thereof, recorded in Liber 6161, Page 281, as amended by the First Amendment thereto, recorded in Liber 6290, Page 845, the Second Amendment thereto, recorded in Liber 6377, Page 88, the Third Amendment thereto, recorded in Liber 6429, Page 839, the Fourth Amendment thereto, recorded in Liber 6445, Page 46, and the Fifth Amendment thereto, recorded in Liber 6503, Page 152, all in Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 148, upon receipt from MultiPlex Home Corporation of Michigan, a Michigan corporation, the Developer of the Condominium, of proposals for certain amendments that do not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association, hereby amends the Condominium Bylaws attached as Exhibit "A" to the King's Cove Master Deed, pursuant to the authority reserved in Article VIII, Section 4 of such Condominium Bylaws, in order to enable mortgage loan financing under the United States Veterans Administration Loan Guaranty program. Such Condominium Bylaws are amended as follows:

1. Article VI, Section 2 of the Condominium Bylaws is amended to provide in its entirety as follows:

Section 2. A Co-owner may lease his apartment for the same purposes set forth in Section 1 of this Article VI. No rooms in an apartment may be rented and no tenant shall be permitted to occupy except under a lease the initial term of which is at least thirty (30) days unless specifically approved in writing by the Association. Developer shall have the right to lease any number of units in the condominium project in its discretion.

2. Article VI of the Condominium Bylaws is amended by deleting Section 13 thereof in its entirety.

3. All cross-references to Article VI of the Condominium Bylaws in any of the Condominium Documents are amended where appropriate to reflect the deletion of Section 13 from Article VI.

4. The following Sections 7(a) and 7(b) are added to Article VIII of the Condominium Bylaws:

Section 7. (a) No change will be made in Article VI, Section 2, as it appears above, without the prior written approval of the Veterans Administration.

(b) No restriction under Article VI, nor any Bylaw appearing under any Article of these Bylaws will be adopted, by Amendment, or otherwise, which will make the title to any apartment unacceptable to the Veterans Administration under the provisions of VA Regulation 36.4350(b). No change will be made in this Article VIII, Section 7(b), without prior written approval of the Veterans Administration.

In all respects other than as hereinabove indicated, the Master Deed of King's Cove, including the Condominium Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

KING'S COVE ASSOCIATION, a  
Michigan non-profit corporation

/s/ Charlotte I. Quade  
Charlotte I. Quade

By: /s/ Lawrence R. Rospierski  
Lawrence R. Rospierski, President

/s/ Laura L. Laszko  
Laura L. Laszko

STATE OF MICHIGAN       )  
                                  )   SS.  
COUNTY OF OAKLAND     )

The foregoing Sixth Amendment to Master Deed of King's Cove was acknowledged before me this 12th day of April, 1976, by Lawrence R. Rospierski, President of King's Cove Association, a Michigan non-profit corporation, on behalf of the corporation.

DRAFTED BY:  
Robert L. Nelson, Esq.  
Dykema, Gossett, Spencer, Goodnow & Trigg  
2401 West Big Beaver Road  
Troy, Michigan 48064  
WHEN RECORDED, RETURN TO DRAFTER

/s/ Laura L. Laszko  
Laura L. Laszko  
Notary Public,       Oakland       County, Michigan  
My Commission Expires: 1/17/77

Securities Division  
Corporation & Securities Bureau  
5511 Enterprise Drive  
Lansing, Michigan 48913

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

APPROVAL OF AMENDMENT TO MASTER DEED

In re: Application of Multiplex Corporation, 4091 Shore Crest Drive, West Bloomfield Michigan, Developer, for an Approval of Amendment to Master Deed for KING'S COVE CONDOMINIUM - SIXTH AMENDMENT, Avon Township, Michigan.  
(Our file #72-169).

.....

1. Application having been duly made and examined.
2. The developer having requested pursuant to authority in the Master Deed, an Approval of Amendment to Master Deed for the purpose of conforming to Veterans Administration Loan Guaranty program, and,
3. Inasmuch as this Bureau may approve an amendment without the consent of all co-owners, and other interested persons where the developer reserved in the Master Deed the right to amend for a proper and stated purpose, and,
4. This Bureau having determined that the proposed amendment is for a proper and stated purpose,
5. THEREFORE, the Bureau hereby consents to and approves of the proposed amendment to the Master Deed, said amendment to take effect immediately upon recording.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By

*Hugh H. Makens*  
Hugh H. Makens, Director  
Corporation & Securities Bureau

Dated: March 31, 1976  
Lansing, Michigan



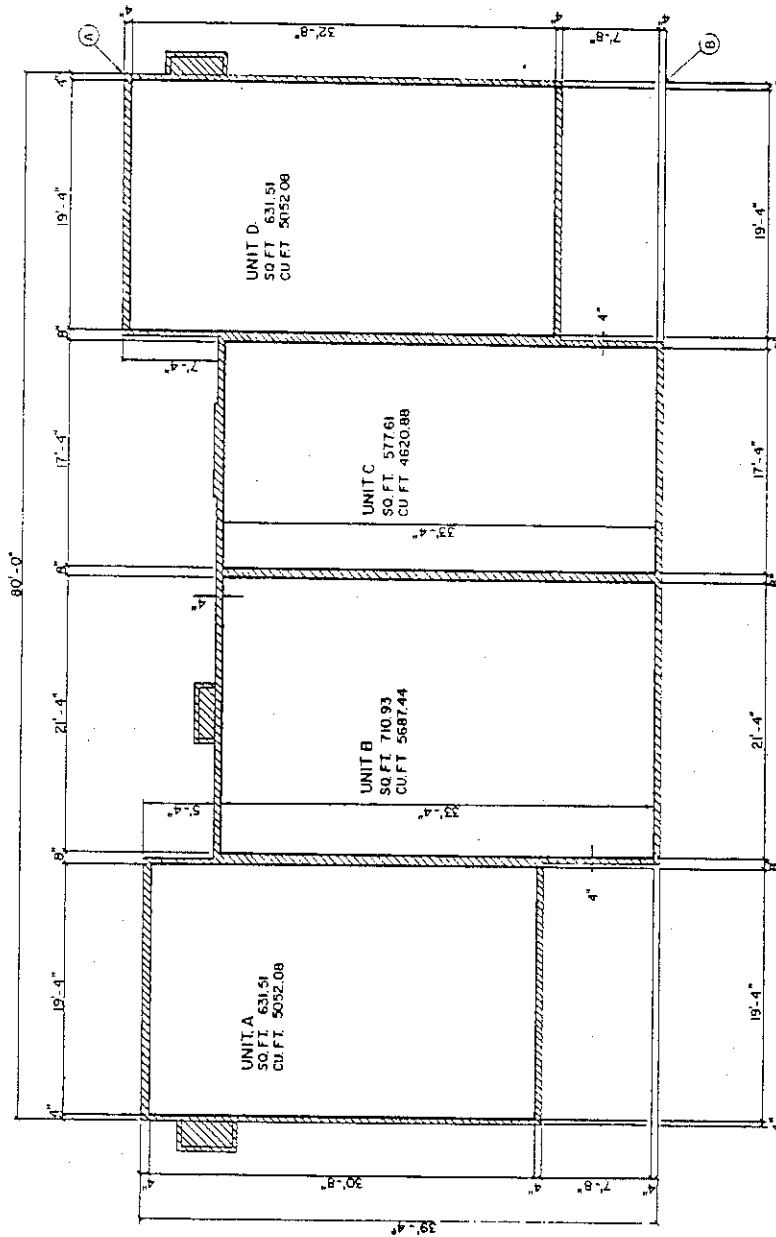
MICHIGAN The Great Lake State



300

| BLDG NO. | POINT | NORTH   | EAST    | BEARING         | FROM A | TO B |
|----------|-------|---------|---------|-----------------|--------|------|
| 68       | D     | 4044.44 | 2673.94 | S 82° 52' 49" W |        |      |

| BLDG. NO. | UNIT |     |     |     |
|-----------|------|-----|-----|-----|
|           | A    | B   | C   | D   |
| 68        | 224  | 225 | 226 | 227 |



LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT 022221

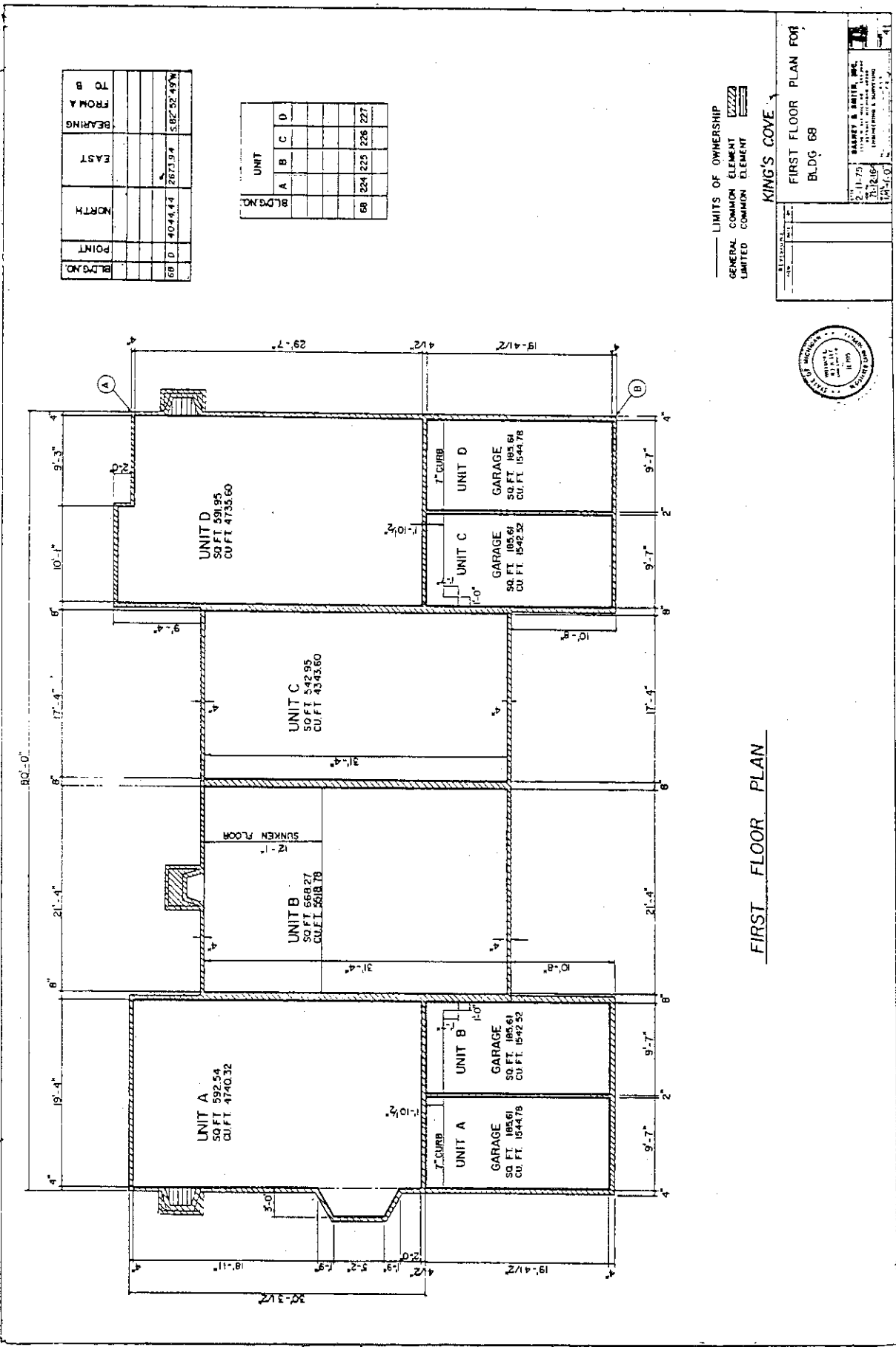
# SECOND FLOOR PLAN

KING'S COVE

SECOND FLOOR PLAN  
FOR BLDG  
68



|         |    |         |
|---------|----|---------|
| 2-11-75 | 68 | UNIT 68 |
| 2-12-84 |    |         |
| 2-13-84 |    |         |



|          |         |         |                 |         |        |      |
|----------|---------|---------|-----------------|---------|--------|------|
| BLDG NO. | POINT   | NORTH   | EAST            | BEARING | FROM A | TO B |
| 68 D     | 4044.44 | 2673.94 | 5.82° 52' 49" N |         |        |      |

| BLDG NO. | UNIT |     |     |     |
|----------|------|-----|-----|-----|
|          | A    | B   | C   | D   |
| 68       | 224  | 225 | 226 | 227 |

LIMITS OF OWNERSHIP  
 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

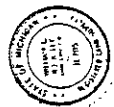
FIRST FLOOR PLAN

KING'S COVE

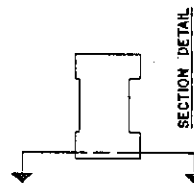
FIRST FLOOR PLAN FOR  
 BLDG 68

2-11-75  
 7/12/86  
 1/24-1/00

SAKREY & SMITH, INC.  
 11114 1st Avenue, Suite 100  
 Richmond, BC V6V 1K1  
 CONSULTING & SURVEYING







----- INDICATES LIMITS OF OWNERSHIP.

|         |        |         |       |
|---------|--------|---------|-------|
| GENERAL | COMMON | ELEMENT | ZZZZZ |
| LIMITED | COMMON | ELEMENT | ZZZZZ |

### TABLE OF U.S.C. & G.S. ELEVATIONS

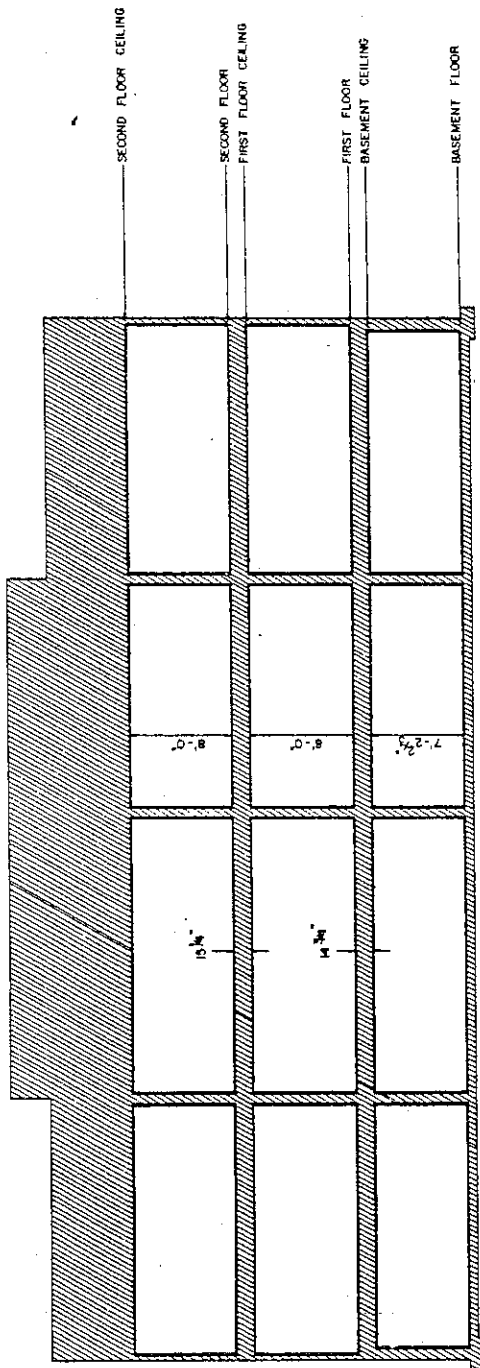
|       |             |
|-------|-------------|
| BLD'G | FIRST FLOOR |
| 33    | 803.00      |
| 40    | 700.00      |

KING'S COVE

CROSS SECTION  
BLD'GS. 33 & 69.



|         |   |                 |           |
|---------|---|-----------------|-----------|
| 2-1-75  | BASNEY & SMITH, INC.<br>ATTN: J. M. SMITH JR.<br>2100 N. MICHIGAN AVE.<br>DETROIT, MICHIGAN 48206 | DATE<br>2-1-75  | BY<br>JMS |
| 2-12-75 | CHANDLER & BERRY<br>2100 N. MICHIGAN AVE.<br>DETROIT, MICHIGAN 48206                              | DATE<br>2-12-75 | BY<br>JMS |



SECTION DETAIL

# LONGITUDINAL SECTION

INDICATES LIMITS OF OWNERSHIP.

GENERAL CONTRACTOR ELEMENT

TABLE OF U.S.C. & G.S. ELEVATIONS

| BLDG. | FIRST FLOOR |
|-------|-------------|
| 33    | 803.00      |
| 69    | 798.00      |

KING'S COVE

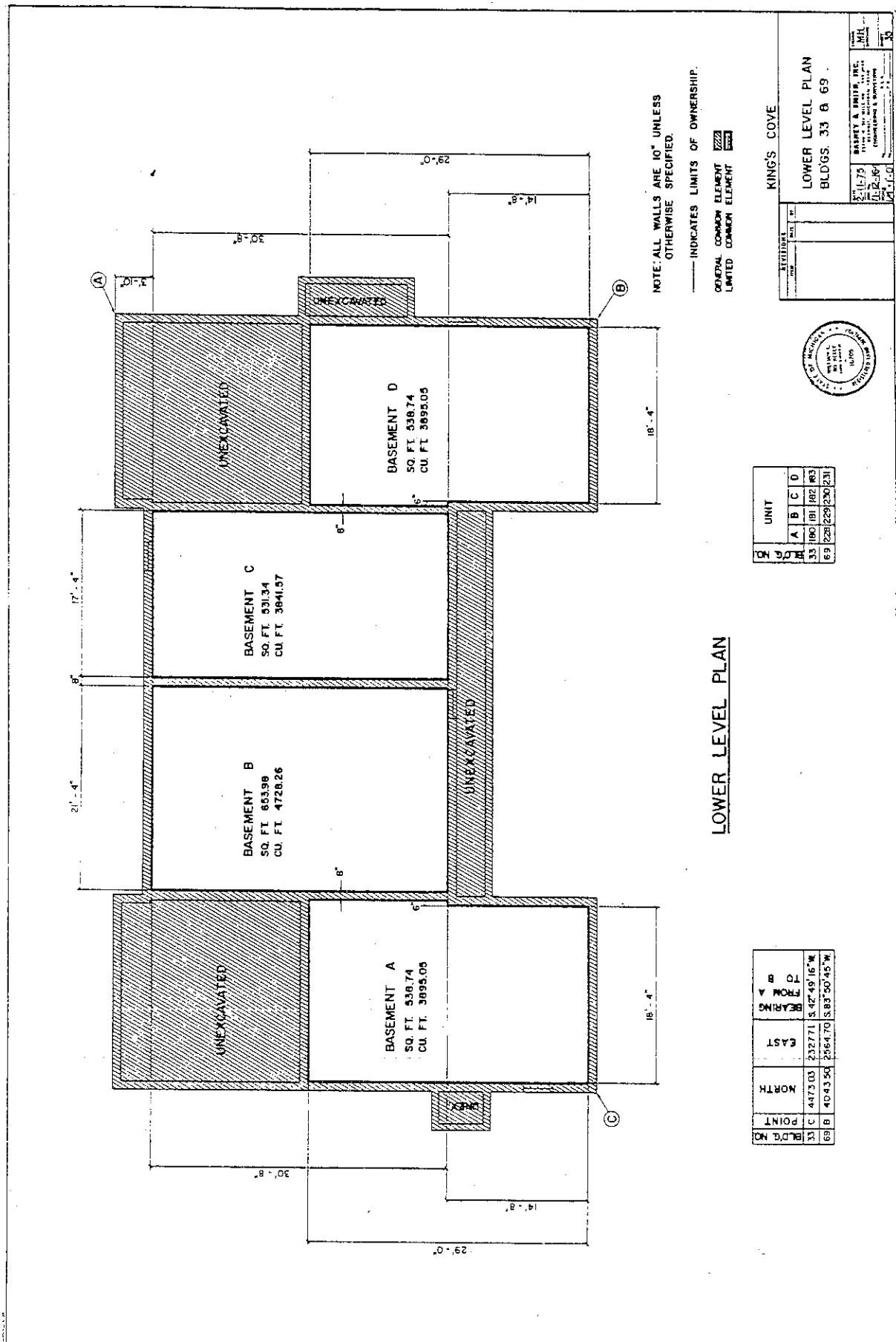
LONGITUDINAL SECTION  
BLDG'S 33 & 69.



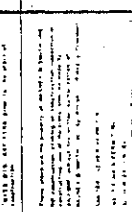
|          |              |
|----------|--------------|
| DATE     | 2-11-75      |
| BY       | J. L. B. R.  |
| CHECKED  | J. L. B. R.  |
| APPROVED | J. L. B. R.  |
| SCALE    | 1/4" = 1'-0" |





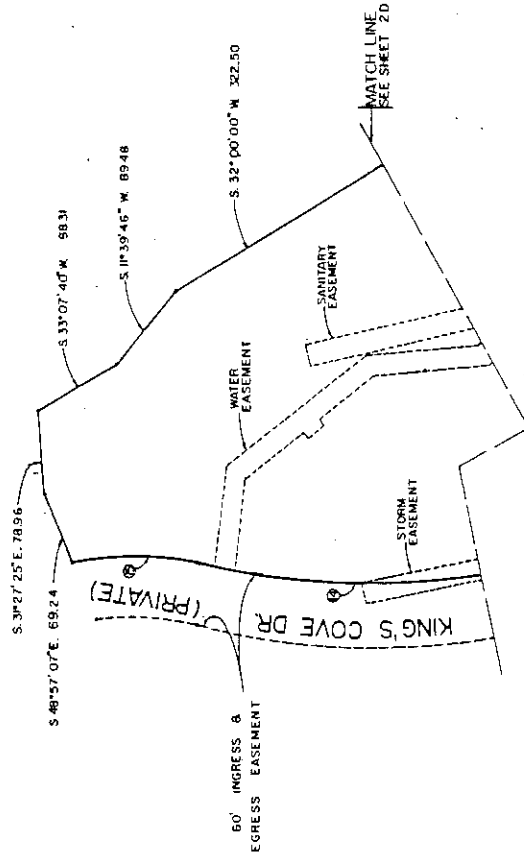
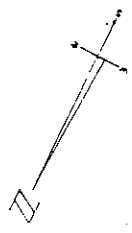












| CURVE DATA |        |             |              |
|------------|--------|-------------|--------------|
| PT         | RADIUS | ARC         | CHORD        |
| 15         | 290.00 | 25° 23' 36" | 127.48       |
| 14         | 670.00 | 47° 30' 00" | 555.45       |
|            |        |             | 539.68       |
|            |        |             | 132° 43' 00" |

(-)- INDICATES STEEL BAR (-)  
NOTE: ALL EASEMENTS SHOWN  
ARE 20' W.D.

APPROVED  
JUN 13 1977  
MCCOY, J. EDWARD, JR.  
REGISTERED PROFESSIONAL SURVEYOR  
STATE OF MICHIGAN

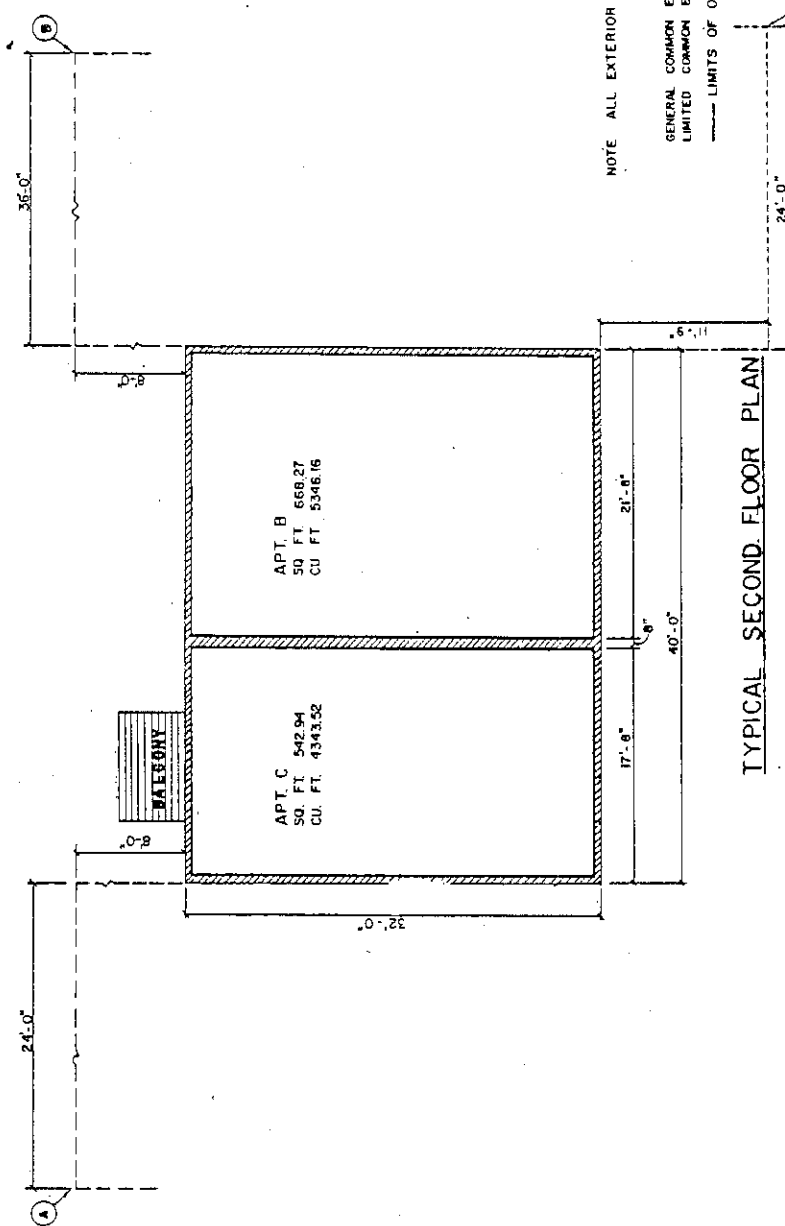
KING'S COVE

SURVEYOR'S 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 6-23-77  
WILLIAM E. MCCOY, JR.  
REGISTERED LAND SURVEYOR  
NO. 10105  
25200 W. SIX MILE ROAD  
DETROIT, MI 48240

|  |                                     |
|--|-------------------------------------|
| SURVEY PLAN - PARCEL 3   |                                     |
|  | 52377<br>7-12-1977<br>JRM<br>1"=50' |
| MCCOY & SMITH, INC.<br>10000 W. SIX MILE ROAD<br>DETROIT, MI 48240<br>TELEPHONE 361-1111 |                                     |

| Bldg | Point | North   | S       | Angle           |
|------|-------|---------|---------|-----------------|
| 7    | A     | 3955.41 | 2301.71 | N 83° 20' 00" E |
| 11   | B     | 4254.04 | 2306.08 | N 82° 30' 00" E |
| 19   | B     | 4616.33 | 2069.52 | S 85° 30' 00" E |
| 21   | A     | 3490.65 | 2347.42 | N 14° 50' 00" E |
| 28   | A     | 4898.90 | 1896.77 | N 87° 56' 00" E |
| 32   | A     | 4654.47 | 2250.33 | S 0° 20' 48" E  |
| 34   | A     | 4609.68 | 2317.26 | S 30° 34' 56" E |
| 36   | A     | 4423.94 | 2388.96 | S 46° 05' 31" E |
| 42   | A     | 4270.10 | 2704.60 | S 68° 26' 02" E |
| 67   | A     | 3895.21 | 2805.49 | S 75° 35' 27" E |
| 70   | A     | 3873.50 | 2649.13 | S 50° 29' 19" W |
| 85   | C     | 3006.23 | 2849.52 | S 35° 10' 00" W |
| 87   | B     | 3208.23 | 2839.63 | S 28° 00' 00" W |
| 94   | A     | 3371.18 | 2642.05 | N 58° 30' 00" E |
| 2    | C     | 3084.62 | 3056.33 | N 68° 00' 00" W |
| 73   | A     | 3534.99 | 2987.84 | N 77° 28' 59" W |
| 75   | B     | 3573.83 | 3059.53 | S 86° 40' 09" E |
| 78   | A     | 3554.69 | 2949.02 | S 47° 20' 33" E |
| 57   | B     | 3682.90 | 3000.45 | S 34° 11' 22" W |
| 58   | A     | 3717.70 | 3038.28 | S 33° 39' 52" W |

| UNIT | UNIT |     |     |     |
|------|------|-----|-----|-----|
|      | A    | B   | C   | D   |
| 7    | 53   | 54  | 55  | 56  |
| 11   | 37   | 38  | 39  | 40  |
| 19   | 13   | 14  | 15  | 16  |
| 21   | 73   | 74  | 75  | 76  |
| 28   | 5    | 6   | 7   | 8   |
| 32   | 172  | 173 | 174 | 175 |
| 34   | 176  | 177 | 178 | 179 |
| 36   | 196  | 197 | 198 | 199 |
| 42   | 220  | 221 | 222 | 223 |
| 67   | 164  | 165 | 166 | 167 |
| 70   | 160  | 161 | 162 | 163 |
| 85   | 144  | 145 | 146 | 147 |
| 87   | 127  | 128 | 129 | 130 |
| 94   | 101  | 102 | 103 | 104 |
| 2    | 184  | 185 | 186 | 187 |
| 73   | 232  | 233 | 234 | 235 |
| 75   | 240  | 241 | 242 | 243 |
| 78   | 252  | 253 | 254 | 255 |
| 57   | 264  | 265 | 266 | 267 |
| 58   | 268  | 269 | 270 | 271 |



TYPICAL SECOND FLOOR PLAN

NOTE ALL EXTERIOR WALLS ARE 4"

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
LIMITS OF OWNERSHIP

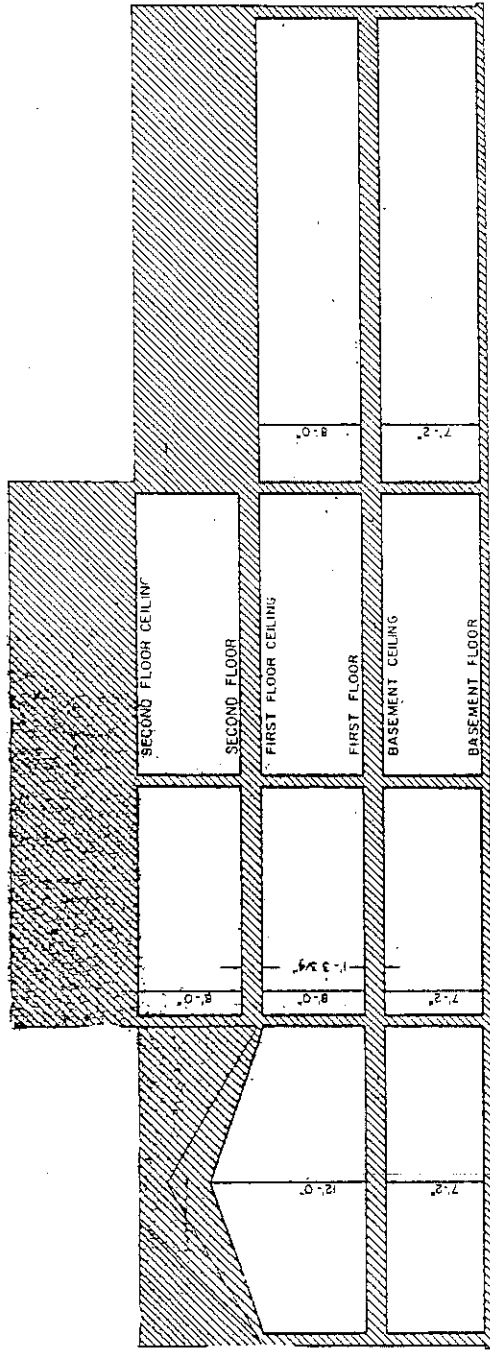
KING'S COVE

TYPICAL SECOND FLOOR PLAN FOR BLDGS  
2,7,11,19,21,28,32,34,36,42,57,58,67,70,73,75,  
78,85,87,94

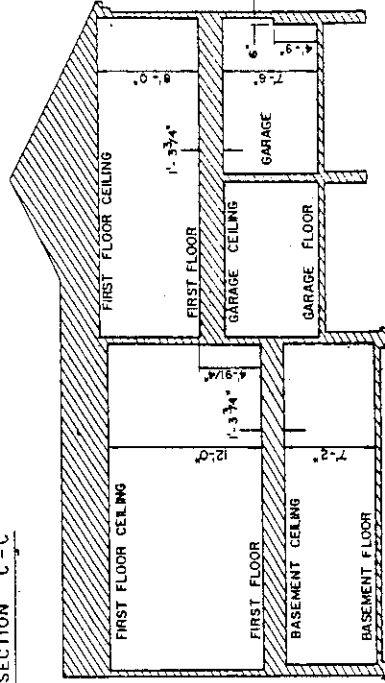


|       |         |
|-------|---------|
| DATE  | 9/16/76 |
| BY    | MM      |
| CHKD  | 7/12/84 |
| APP'D | 1/8-1-9 |

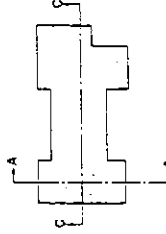
ROBERT A. SMITH, INC.  
10000 W. LANSING  
LANSING, MI 48204  
ENGINEERING & ARCHITECTS



LONGITUDINAL SECTION C-C



SECTION A-A



SECTION DETAIL

AD. DETAIL

AP. DETAIL

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

TABLE OF U.S.C. & G.S. ELEV.

| BLDG. NO. | FIRST FLOOR ELEVATION | BLDG. NO. | FIRST FLOOR ELEVATION |
|-----------|-----------------------|-----------|-----------------------|
| 2         | 795.03                | 24        | 798.50                |
| 7         | 801.33                | 27        | 806.50                |
| 11        | 803.33                | 28        | 806.50                |
| 19        | 802.33                |           |                       |
| 21        | 798.03                |           |                       |
| 28        | 798.03                |           |                       |
| 32        | 809.33                |           |                       |
| 34        | 808.73                |           |                       |
| 36        | 806.33                |           |                       |
| 42        | 810.33                |           |                       |
| 67        | 804.33                |           |                       |
| 70        | 803.33                |           |                       |
| 85        | 808.50                |           |                       |
| 87        | 806.50                |           |                       |
| 94        | 808.50                |           |                       |
| 73        | 801.00                |           |                       |
| 75        | 802.50                |           |                       |

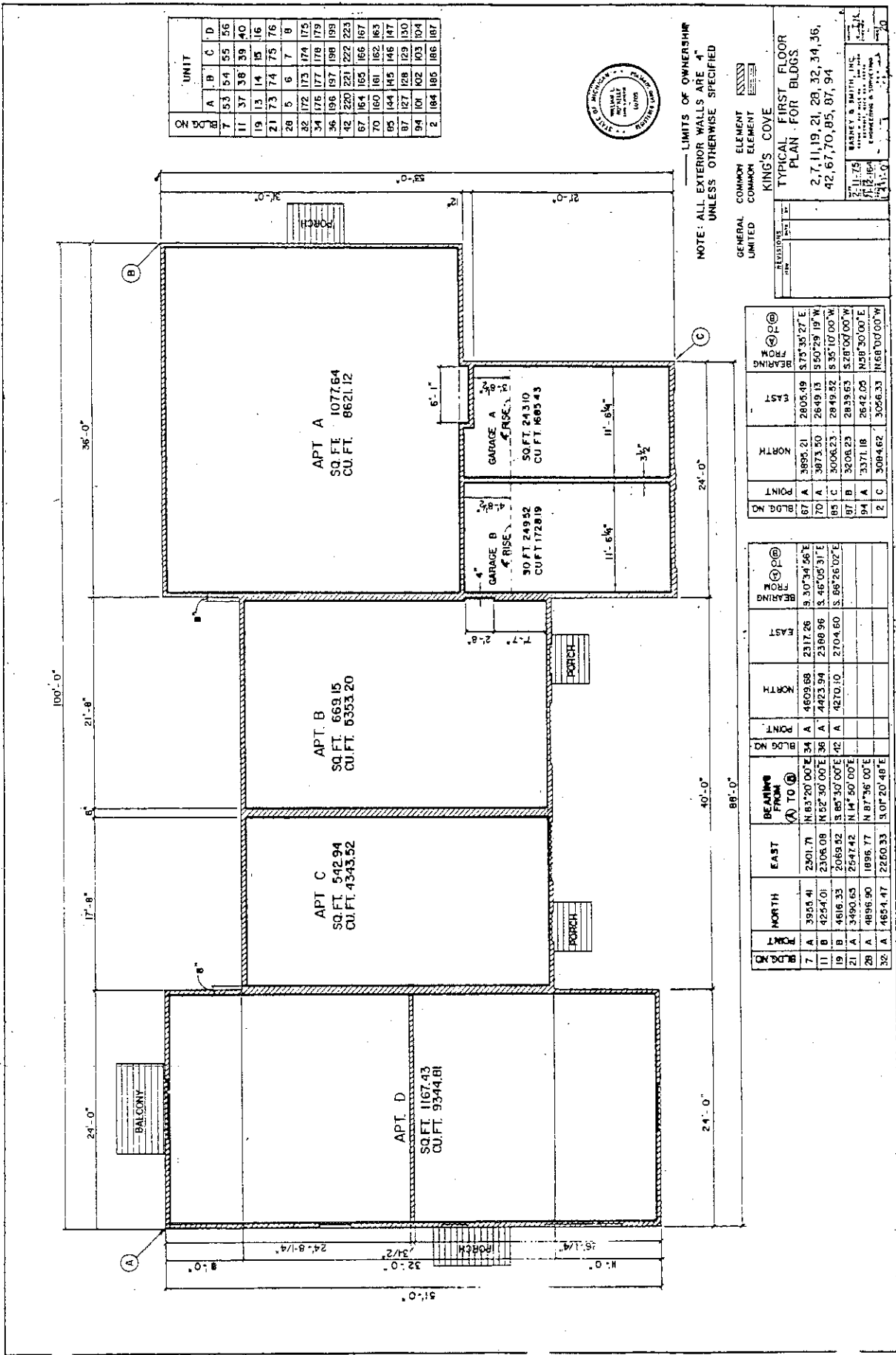
KING'S COVE

LONGITUDINAL SECTION FOR BLDGS  
2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94, 73,  
75, 78, 57, 58



BASNEY & SMITH, INC.  
1111  
2-16-76  
7-12-84  
1/4" = 1'-0"





LIMITS OF OWNERSHIP  
NOTE: ALL EXTERIOR WALLS ARE 4"  
UNLESS OTHERWISE SPECIFIED

| GENERAL COMMON ELEMENT                                   | LIMITED | KING'S COVE |
|--|---------|-------------|
| 2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94 |         |             |

TYPICAL FIRST FLOOR PLAN FOR BLDGS.

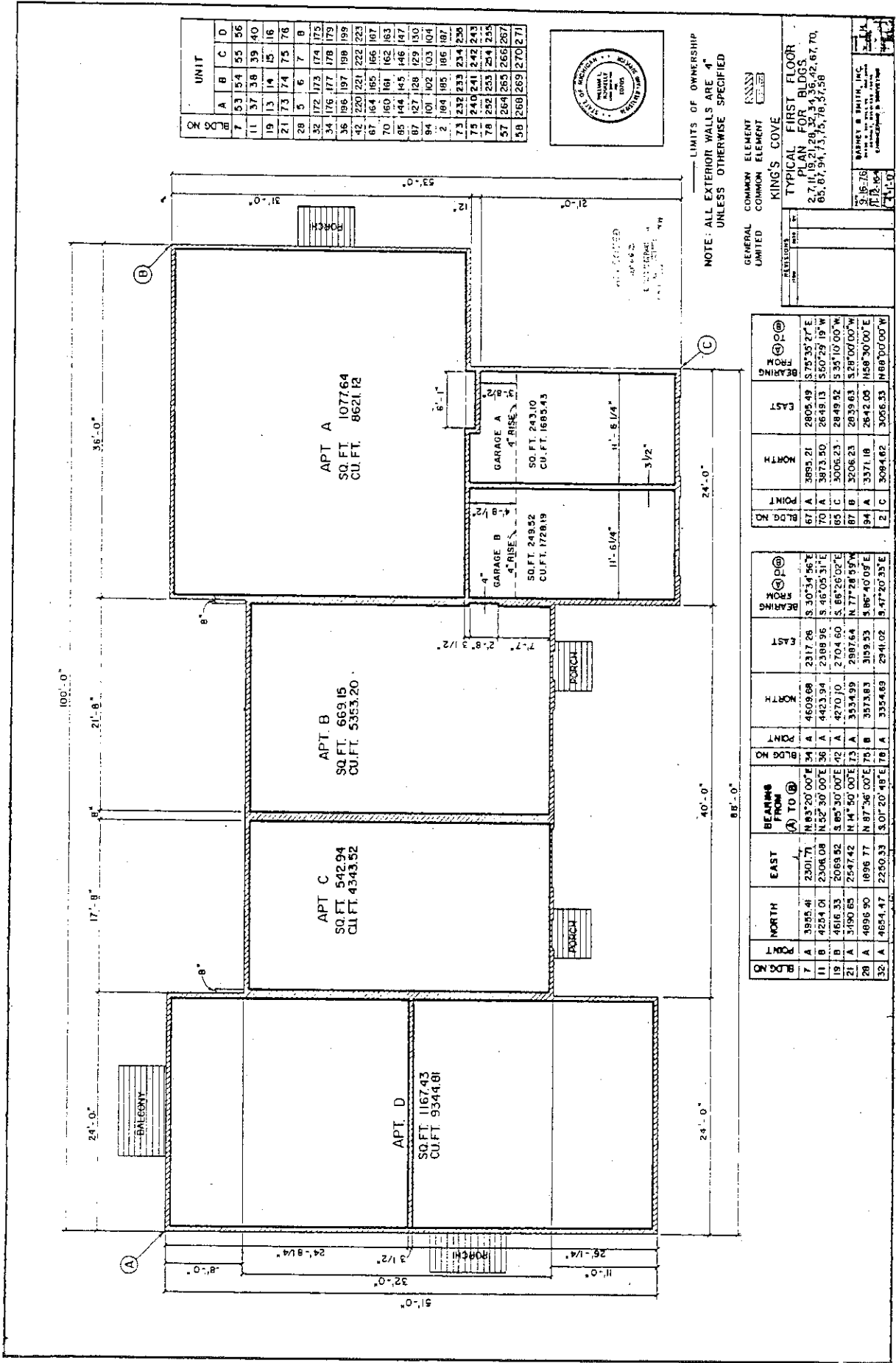
2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94

2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94

2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70, 85, 87, 94

| BLDG. NO. | POINT   | NORTH   | EAST         | BEARING FROM (A) TO (B) |
|-----------|---------|---------|--------------|-------------------------|
| 67 A      | 3895.21 | 2805.49 | S 73°35'27"E |                         |
| 70 A      | 3873.50 | 2649.13 | S 50°29'19"W |                         |
| 85 C      | 3008.23 | 2849.82 | S 85°10'00"W |                         |
| 97 B      | 3208.23 | 2839.63 | S 28°00'00"W |                         |
| 94 A      | 3371.18 | 2642.05 | N 58°30'00"E |                         |
| 2 C       | 3084.62 | 3056.33 | N 68°00'00"W |                         |

| BLDG. NO. | POINT   | NORTH   | EAST         | BEARING FROM (A) TO (B) |
|-----------|---------|---------|--------------|-------------------------|
| 34        | 4609.68 | 2317.26 | S 30°34'56"E |                         |
| 36        | 4423.94 | 2388.96 | S 45°05'31"E |                         |
| 42        | 4270.10 | 2704.60 | S 69°26'02"E |                         |
|           |         |         |              |                         |
|           |         |         |              |                         |
|           |         |         |              |                         |



| UNIT | UNIT |     |     |     |
|------|------|-----|-----|-----|
|      | A    | B   | C   | D   |
| 7    | 53   | 54  | 55  | 56  |
| 11   | 37   | 38  | 39  | 40  |
| 19   | 13   | 14  | 15  | 16  |
| 21   | 73   | 74  | 75  | 76  |
| 28   | 5    | 6   | 7   | 8   |
| 32   | 172  | 173 | 174 | 175 |
| 34   | 176  | 177 | 178 | 179 |
| 36   | 186  | 187 | 188 | 189 |
| 42   | 220  | 221 | 222 | 223 |
| 67   | 164  | 165 | 166 | 167 |
| 70   | 160  | 161 | 162 | 163 |
| 85   | 144  | 145 | 146 | 147 |
| 87   | 127  | 128 | 129 | 130 |
| 94   | 101  | 102 | 103 | 104 |
| 2    | 184  | 185 | 186 | 187 |
| 73   | 232  | 233 | 234 | 235 |
| 75   | 240  | 241 | 242 | 243 |
| 78   | 252  | 253 | 254 | 255 |
| 57   | 264  | 265 | 266 | 267 |
| 59   | 268  | 269 | 270 | 271 |



LIMITS OF OWNERSHIP  
NOTE: ALL EXTERIOR WALLS ARE 4"  
UNLESS OTHERWISE SPECIFIED

GENERAL COMMON ELEMENT LIMITED  
KING'S COVE

TYPICAL FIRST FLOOR  
PLAN FOR BLDGS.  
2, 7, 11, 19, 21, 28, 32, 34, 36, 42, 67, 70,  
85, 87, 94, 101, 102, 103, 104, 164, 165, 166, 167, 172, 173, 174, 175, 176, 177, 178, 179, 186, 187, 188, 189, 232, 233, 234, 235, 240, 241, 242, 243, 252, 253, 254, 255, 264, 265, 266, 267, 268, 269, 270, 271

| BLDG NO. | POINT   | NORTH   | EAST    | BEARING FROM (A) TO (B) |
|----------|---------|---------|---------|-------------------------|
| 67 A     | 3893.21 | 2805.49 | 3753.27 | E                       |
| 70 A     | 3673.50 | 2648.13 | 5607.29 | E                       |
| 85 C     | 3006.23 | 2849.52 | 5351.00 | E                       |
| 87 B     | 3208.23 | 2839.63 | 5380.00 | E                       |
| 94 A     | 3371.18 | 2642.00 | 5568.30 | E                       |
| 2 C      | 3094.62 | 3065.33 | 5488.00 | E                       |

| BLDG NO. | POINT   | NORTH   | EAST    | BEARING FROM (A) TO (B) |
|----------|---------|---------|---------|-------------------------|
| 7 A      | 3955.41 | 2301.71 | 4609.68 | E                       |
| 11 B     | 4254.01 | 2308.08 | 4433.94 | E                       |
| 19 B     | 4616.33 | 2069.82 | 4270.10 | E                       |
| 21 A     | 5190.65 | 2547.42 | 3534.99 | E                       |
| 28 A     | 4896.90 | 1896.77 | 3573.83 | E                       |
| 32 A     | 4654.47 | 2250.33 | 3354.63 | E                       |



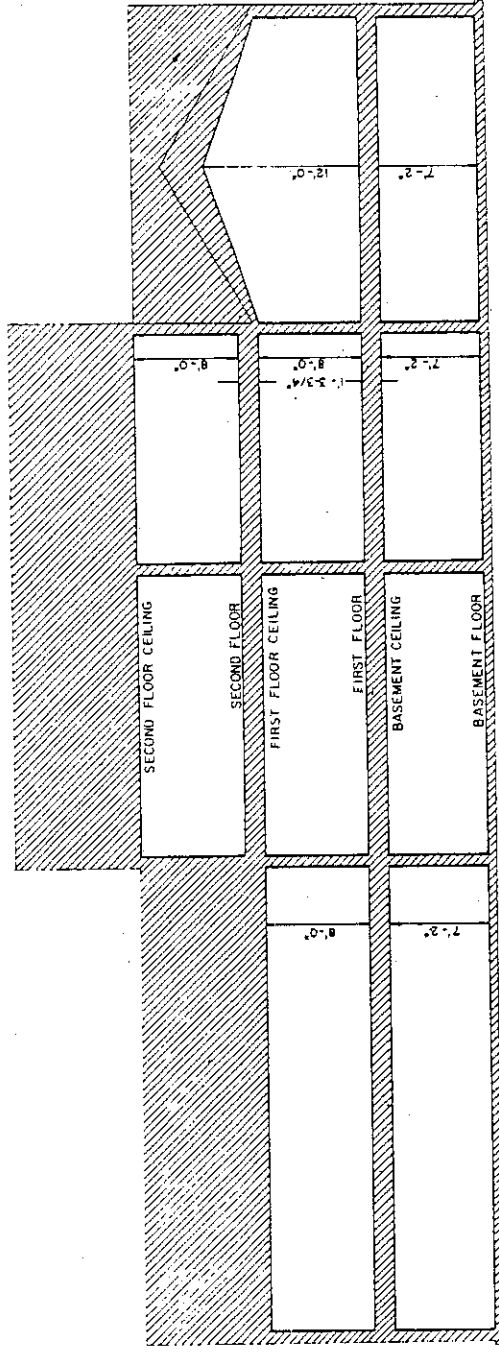


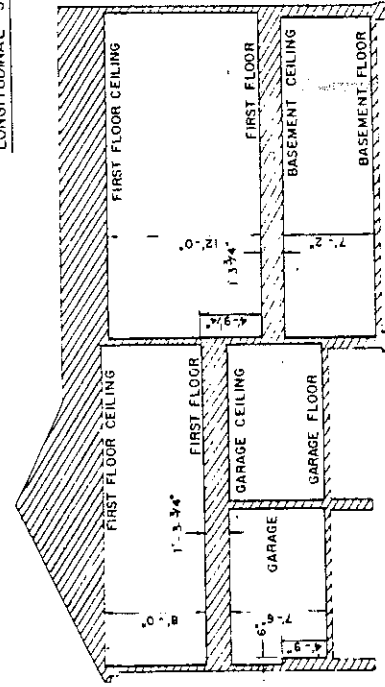
TABLE OF US C&GS ELEV.

LONGITUDINAL SECTION C-C

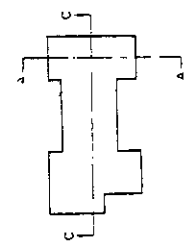
| CL. NO. | FLOOR  | ELEVATION |
|---------|--------|-----------|
| 9       | 802.35 |           |
| 12      | 807.33 |           |
| 25      | 810.33 |           |
| 30      | 794.93 |           |
| 38      | 804.33 |           |
| 39      | 808.33 |           |
| 40      | 805.33 |           |
| 71      | 803.83 |           |
| 72      | 803.33 |           |
| 96      | 796.60 |           |
| 89      | 791.60 |           |
| 74      | 800.50 |           |
| 77      | 798.20 |           |
| 55      | 807.50 |           |
| 56      | 804.50 |           |

APPROVED  
SHEET 64  
BY  
ENGINEER  
DATE

GENERAL CONTRACTOR  
LIMITED COMPANY  
LIMITS OF OWNERSHIP



SECTION A-A



SECTION DETAIL

KING'S COVE  
CROSS SECTIONS OF BLDGS  
9,13,26,30,36,39,40,71,72,86,89,74,77,55,56

K.W.B. 9-16-76  
 No. 9-16-76  
 State of Michigan  
 Civil Engineering

BASSETT & SMITH, INC.  
 1000 W. WABASH AVE.  
 CHICAGO, ILL. 60604  
 312-587-1000

REPLAT NO. 7 OF  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF  
KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION  
PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING  
DRAWINGS REPRESENTS A SURVEY OF THE GROUND MADE  
UNDER MY DIRECTION AND THAT THE SAID SURVEY IS  
TRUE AND COMPLETE IN SHOWN, THAT THE LINES WILL  
BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS  
INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL  
BE SUFFICIENT TO ENABLE THE SURVEY TO BE  
RETRACED.

I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN  
HEREWITH IS A CORRECT ONE, AND THAT PERMANENT  
IRON MONUMENTS CONSISTING OF BARS NOT LESS  
THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN  
INCHES IN LENGTH, HAVE BEEN SET AT POINTS  
MARKED THUS (o) AS THEREON SHOWN AT ALL  
ANGLES IN THE BOUNDARIES OF THE SAID SURVEY  
AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.

9-16-76  
DATE  
WILLIAM L. ROSKELLY  
R/S # 10708  
33562 & 31114  
DETROIT, MICHIGAN 48240

PLAN CERTIFICATION  
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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN  
NO. 148, AS SHOWN ON THE ACCOMPANYING DRAWINGS  
WAS PREPARED UNDER MY DIRECTION AND THAT THE  
ATTACHED DRAWINGS OF BUILDINGS AND IMPROVEMENTS  
ARE PROPOSED.

9-14-76  
DATE  
WILLIAM L. ROSKELLY  
R/S # 10708  
33562 & 31114  
DETROIT, MICHIGAN 48240

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED  
THIS IS TO CERTIFY THAT A CERTIFICATE OF  
APPROVAL OF THE AMENDED MASTER DEED OF KING'S  
COVE CONDOMINIUM, WAS ISSUED TODAY PURSUANT TO  
ACT 229, PUBLIC ACTS OF 1963, AS AMENDED.

9-16-76  
DATE  
RICHARD W. WALKER, DIRECTOR  
SURVEYING AND SECURITIES  
DEPARTMENT OF COMMERCE

NOTE:  
BUILDING ELEVATIONS ARE SHOWN IN DETAIL ON  
MICROFILMED ARCHITECTURAL DRAWING ORRATINGS  
ON FILE WITH THE MICHIGAN DEPARTMENT OF COMMERCE  
SECURITIES BUREAU.

APPROVED  
CAPL 617  
MICROFILMED ARCHITECTURAL  
DRAWING ORRATINGS  
ON FILE WITH THE MICHIGAN  
DEPARTMENT OF COMMERCE  
SECURITIES BUREAU

| TITLE PAGE   |   |
|--|---|
| <p>APPROVED FOR RECORDING BY THE CLERK OF THE CIRCUIT COURT OF THE COUNTY OF OAKLAND, MICHIGAN, ON THIS 14TH DAY OF SEPTEMBER, 1976.</p> <p>WILLIAM L. ROSKELLY<br/>REGISTERED LAND SURVEYOR<br/>R/S # 10708</p> | <p>CERTIFICATIONS<br/>WILLIAM L. ROSKELLY<br/>REGISTERED LAND SURVEYOR<br/>R/S # 10708</p> <p>9-16-76<br/>11/12/184</p> |



| BLDG. NO. | POINT | NORTH   | EAST    | BEARING         | FROM A |
|-----------|-------|---------|---------|-----------------|--------|
| 9         | B     | 4041.11 | 2391.14 | S 27° 00' 00" E |        |
| 13        | B     | 4393.22 | 2252.30 | N 45° 30' 00" E |        |
| 26        | B     | 3889.41 | 2073.61 | N 67° 00' 00" W |        |
| 30        | B     | 4711.28 | 186.79  | S 17° 40' 00" W |        |
| 38        | B     | 4311.87 | 2488.87 | N 24° 17' 41" W |        |
| 39        | B     | 4343.34 | 2636.40 | N 05° 31' 11" W |        |
| 40        | A     | 4091.51 | 2550.34 | N 34° 45' 50" W |        |
| 71        | A     | 3789.20 | 2697.68 | S 74° 13' 06" W |        |
| 72        | C     | 3723.88 | 2831.29 | S 36° 33' 17" W |        |
| 86        | A     | 3195.64 | 2922.07 | S 54° 20' 00" W |        |
| 89        | A     | 2914.61 | 2739.60 | N 81° 00' 56" W |        |
| 74        | B     | 3509.45 | 2860.99 | N 81° 00' 56" W |        |
| 77        | B     | 3382.73 | 3106.60 | N 74° 00' 11" E |        |
| 55        | B     | 3836.34 | 3339.1  | N 42° 34' 20" E |        |
| 56        | B     | 3643.59 | 3278.37 | N 08° 40' 3" E  |        |

| UNIT | UNIT |     |     |     |
|------|------|-----|-----|-----|
|      | A    | B   | C   | D   |
| 9    | 49   | 50  | 51  | 52  |
| 13   | 33   | 34  | 35  | 36  |
| 26   | 1    | 2   | 3   | 4   |
| 30   | 9    | 10  | 11  | 12  |
| 38   | 204  | 205 | 206 | 207 |
| 39   | 208  | 209 | 210 | 211 |
| 40   | 212  | 213 | 214 | 215 |
| 71   | 156  | 157 | 158 | 159 |
| 72   | 152  | 153 | 154 | 155 |
| 86   | 148  | 149 | 150 | 151 |
| 89   | 140  | 141 | 142 | 143 |
| 74   | 236  | 237 | 238 | 239 |
| 77   | 248  | 249 | 250 | 251 |
| 55   | 256  | 257 | 258 | 259 |
| 56   | 260  | 261 | 262 | 263 |

NOTE: ALL EXTERIOR WALLS ARE 4"  
LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

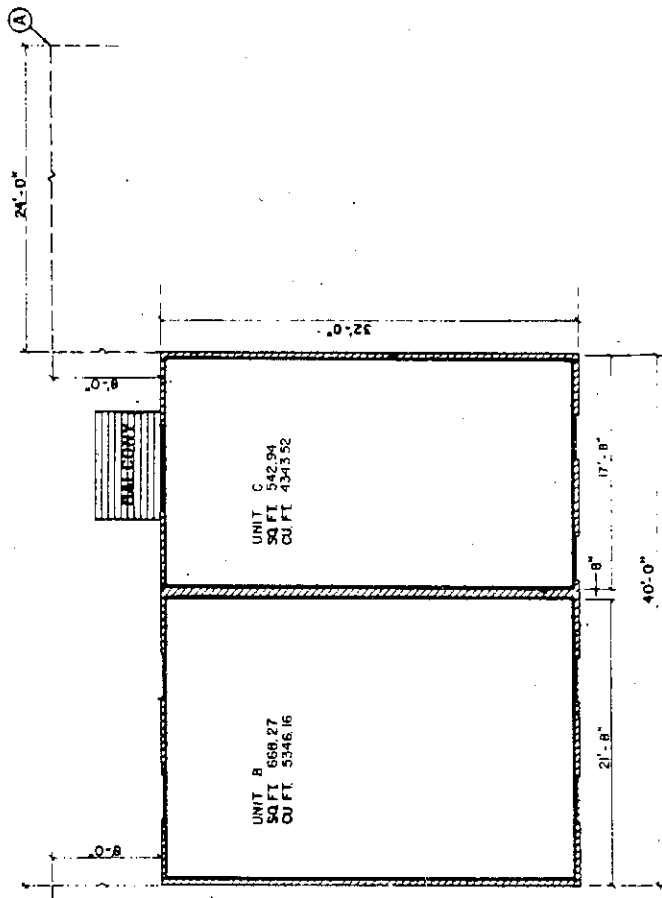
APPROVED  
SEP 26 1971  
HARRY A. SMITH, INC.  
REGISTERED PROFESSIONAL ARCHITECT  
PHILADELPHIA, PA.

KING'S COVE

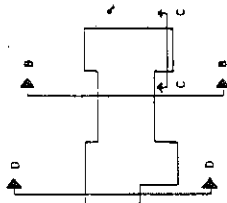
TYPICAL SECOND FLOOR  
PLAN FOR BLDGS

9, 13, 26, 30, 39, 40, 71  
72, 86, 89, 74, 77, 55, 56

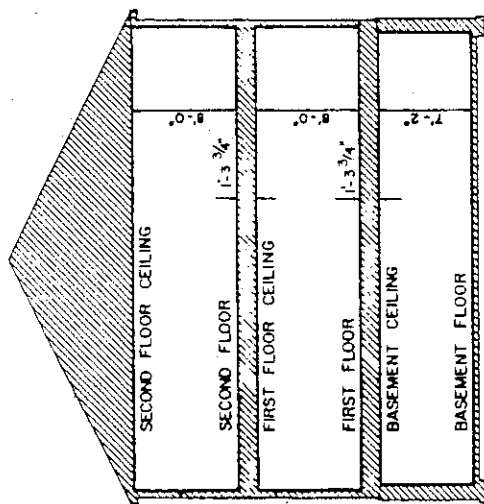
|                   |                                   |      |
|-------------------|-----------------------------------|------|
| 0.16-76           | HARRY A. SMITH, INC.              | REG. |
| 71.12-84          | REGISTERED PROFESSIONAL ARCHITECT |      |
| PHILADELPHIA, PA. | ENGINEERING & SURVEYING           |      |
| 14-11-60          |                                   |      |



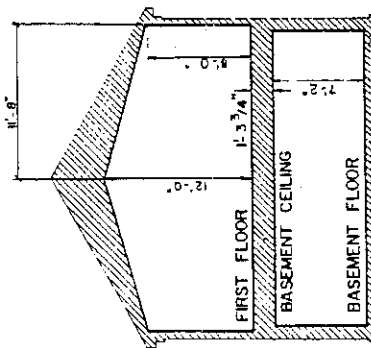
TYPICAL SECOND FLOOR PLAN



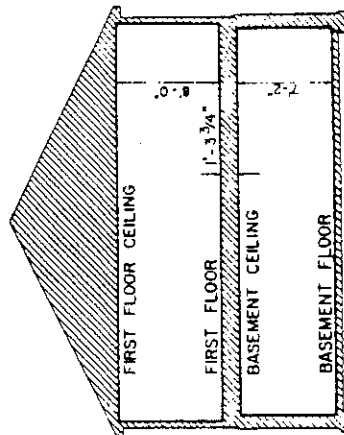
SECTION DETAILED



SECTION B-B



SECTION C-C



SECTION D-D

TABLE OF ELEVATIONS

| BLDG. | 1ST FLOOR |
|-------|-----------|
| 9     | 802.33    |
| 13    | 807.33    |
| 26    | 810.33    |
| 30    | 794.83    |
| 38    | 804.33    |
| 39    | 808.33    |
| 40    | 805.33    |
| 71    | 801.83    |
| 72    | 803.33    |
| 86    | 796.60    |
| 89    | 791.60    |
| 74    | 800.90    |
| 77    | 799.20    |
| 55    | 807.50    |
| 56    | 804.50    |

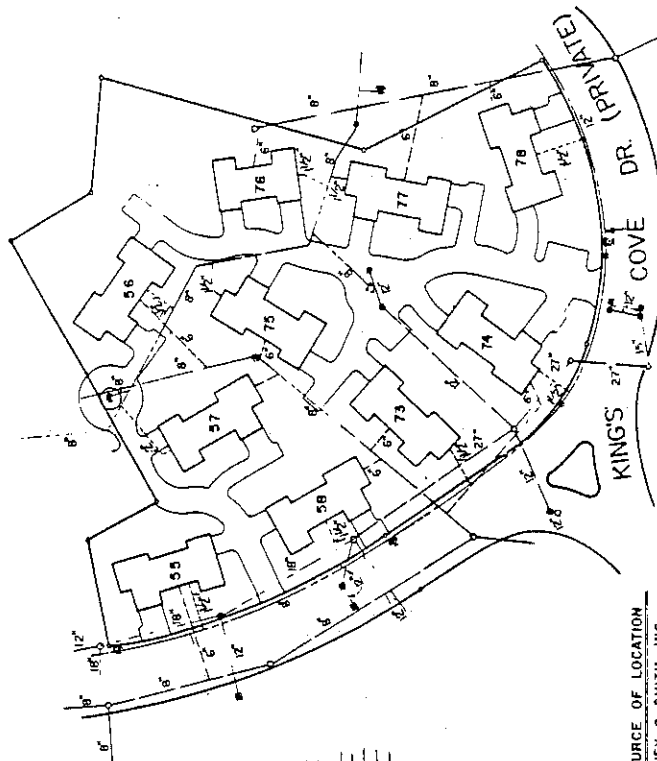
APPROVED  
SEP 14 1971  
H. C. SMITH, INC.  
10000 W. 10TH AVE.  
DENVER, CO. 80231

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT 12223  
LIMITED COMMON ELEMENT 12224

CROSS SECTIONS OF BLDGS.  
9, 13, 26, 30, 38, 39, 40, 71,  
72, 86, 89, 74, 77, 55, 56



STATE OF MICHIGAN  
H. C. SMITH, INC.  
10000 W. 10TH AVE.  
DENVER, CO. 80231  
COUNTY OF DENVER  
10/10/70  
10708  
10/10/70



- MARKER
- WATER MAIN
- WATER GATE
- HYDRANT
- WATER STOP
- UTILITY POLE
- INLET
- TRANSFORMER
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- GAS MAIN
- POWER
- TELEPHONE
- UNDERGROUND CABLE
- DE
- MBT

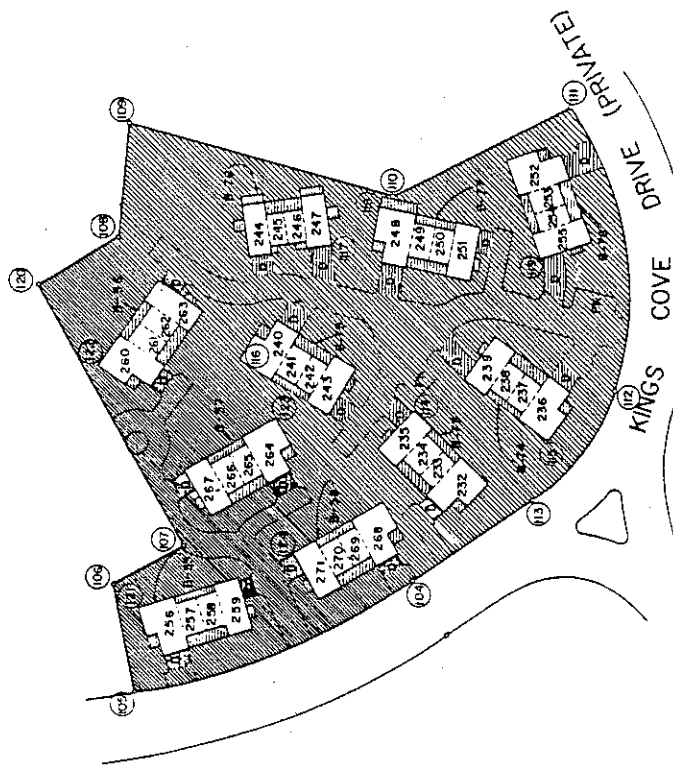
| PIPE SIZE<br>(UNLESS SPECIFIED) | UTILITY        | SOURCE OF LOCATION   |
|---------------------------------|----------------|----------------------|
| 8"                              | WATER MAIN     | BASNEY & SMITH, INC. |
| 1 1/2"                          | WATER LEADS    | BASNEY & SMITH, INC. |
| 12"                             | STORM SEWER    | BASNEY & SMITH, INC. |
| 6"                              | STORM LEADS    | BASNEY & SMITH, INC. |
| 8"                              | SANITARY SEWER | BASNEY & SMITH, INC. |
| 8"                              | SANITARY LEADS | BASNEY & SMITH, INC. |
|                                 | GAS            | WILL BE SHOWN        |
|                                 | POWER          | ON AS - BUILT        |
|                                 | TELEPHONE      | DRAWINGS.            |

APPROVED  
SIP # 07  
MAY 1968  
BY ENGINEER  
OF DISTRICT  
CONTRACT NO. 1-50

|  |  |  |  |
|--|--|--|--|
| KING'S COVE  |  | UTILITY PLAN - PARCEL 3  |  |
| This drawing is a plan view of the utility system for the property shown. It is not to be used for construction purposes without the approval of the Engineer of District. The utility system shown is based on the information furnished by the owner and is not to be used for construction purposes without the approval of the Engineer of District. |  | BASNEY & SMITH, INC.<br>1000 N. 10th St.<br>Phoenix, Arizona 85004<br>(602) 254-1111 |  |
| DATE: 5-1-68<br>DRAWN BY: J. L. B.   |  | CHECKED BY: J. L. B.<br>APPROVED BY: J. L. B.  |  |
| PROJECT NO. 1-50   |  | SHEET NO. 10   |  |



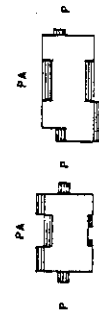
| PT | NORTH  | EAST   |
|----|--------|--------|
| 01 | 368975 | 296664 |
| 02 | 390044 | 310531 |
| 03 | 382747 | 316924 |
| 04 | 376280 | 312562 |
| 05 | 352392 | 331445 |
| 06 | 342127 | 355399 |
| 07 | 336721 | 309967 |
| 08 | 321244 | 298537 |
| 09 | 343659 | 282561 |
| 10 | 356599 | 284804 |
| 11 | 353499 | 280764 |
| 12 | 350945 | 286099 |
| 13 | 357383 | 310954 |
| 14 | 343972 | 312550 |
| 15 | 338273 | 310650 |
| 16 | 354469 | 294102 |
| 17 | 360024 | 336214 |
| 18 | 389634 | 315391 |
| 19 | 364359 | 327537 |
| 20 | 361290 | 310045 |
| 21 | 371770 | 303128 |



NORTH  
COORDINATE  
NORTH

(\*) INDICATES STEEL BAR  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
D= INDICATES DRIVE  
PK= INDICATES PARKING  
APPROVED  
SEPT 1987  
MORRIS STRAIN INC.  
ARCHITECTS  
CONSULTING ENGINEERS

TYPICAL LOCATION  
OF PORCHES & PATIOS



P= INDICATES PORCH  
PA= INDICATES PATIO  
B= INDICATES BUILDING

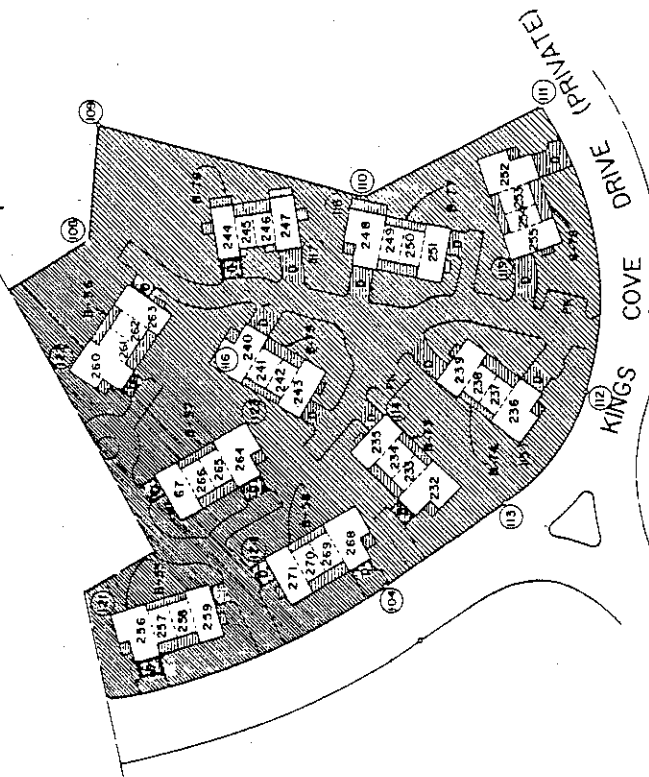
KING'S COVE

|   |          |
|---|----------|
| SITE PLAN - PARCEL 3  |          |
| REVISIONS   | DATE     |
| 1   | 9-16-78  |
| 2   | 12-18-81 |
| MORRIS STRAIN INC.<br>ARCHITECTS<br>CONSULTING ENGINEERS<br>1111 N. 10TH ST., SUITE 200<br>DENVER, CO 80202<br>PHONE: 333-1111<br>FAX: 333-1111 |          |
| SHEET 1 OF 1  |          |

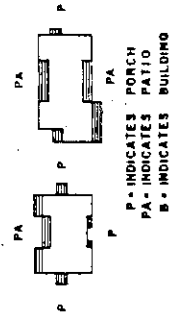
| PT | NORTH   | EAST    |
|----|---------|---------|
| 04 | 3693.75 | 2916.64 |
| 05 | 3523.92 | 3314.45 |
| 06 | 3421.27 | 3353.99 |
| 07 | 3367.21 | 3099.67 |
| 08 | 3312.44 | 2986.37 |
| 09 | 3255.59 | 2825.61 |
| 10 | 3156.99 | 2848.04 |
| 11 | 3059.45 | 2987.64 |
| 12 | 2959.45 | 2960.99 |
| 13 | 2853.83 | 3159.54 |
| 14 | 2743.72 | 3125.58 |
| 15 | 2632.73 | 3106.60 |
| 16 | 2524.69 | 2941.02 |
| 17 | 2416.34 | 3133.91 |
| 18 | 2304.59 | 3275.37 |
| 19 | 2192.90 | 3100.45 |
| 20 | 2081.70 | 3031.28 |

MATCH LINE  
SEE SHEET 3E

NORTH  
&  
COORDINATE  
NORTH



TYPICAL LOCATION  
OF PORCHES & PATIOS



(-) INDICATES STEEL BAR  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
D - INDICATES DRIVE  
PK - INDICATES PARKING  
APPROVED  
DATE 11.11.11  
INDICATES BUILDING  
OF EXISTENCE  
DEPENDENT EXISTENCE

KINGS COVE

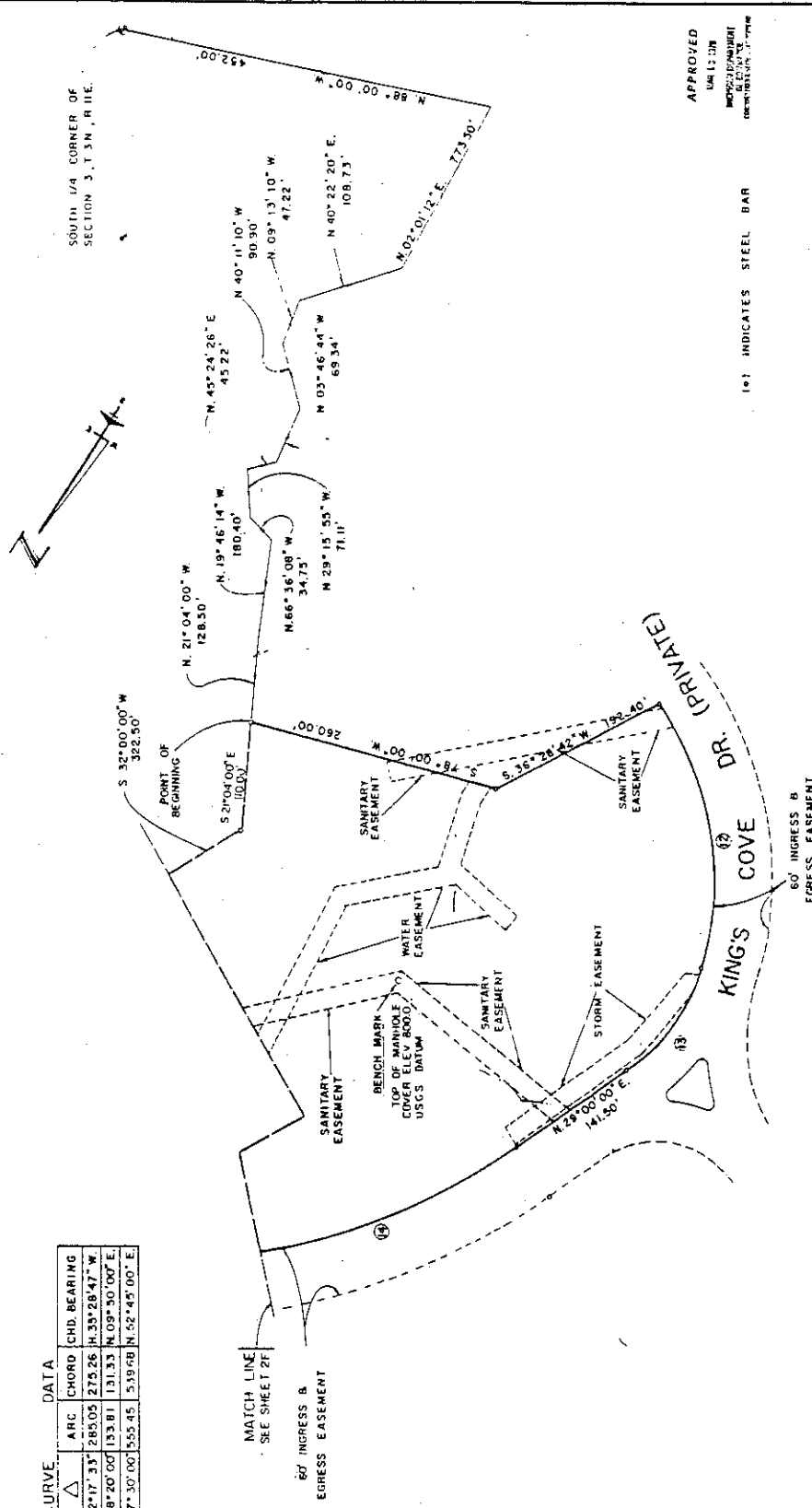
SITE PLAN-PARCEL 3

| <p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>11.11.11</td> <td>ISSUED FOR PERMIT</td> </tr> </table> |          | NO.   | DATE | DESCRIPTION | 1 | 11.11.11 | ISSUED FOR PERMIT | <p>DATE 11.11.11</p> <p>BY 11.11.11</p> <p>11.11.11</p> |
|--|----------|---|------|-------------|---|----------|-------------------|---|
| NO.  | DATE     | DESCRIPTION                                     |      |             |   |          |                   |   |
| 1  | 11.11.11 | ISSUED FOR PERMIT                               |      |             |   |          |                   |   |
| <p>PROJECT NO. 11.11.11</p> <p>11.11.11</p> <p>11.11.11</p>  |          | <p>11.11.11</p> <p>11.11.11</p> <p>11.11.11</p> |      |             |   |          |                   |   |

|   |  |   |
|---|--|---|
| <p>DATE 11.11.11</p> <p>BY 11.11.11</p> <p>11.11.11</p>     |  | <p>11.11.11</p> <p>11.11.11</p> <p>11.11.11</p> |
| <p>PROJECT NO. 11.11.11</p> <p>11.11.11</p> <p>11.11.11</p> |  | <p>11.11.11</p> <p>11.11.11</p> <p>11.11.11</p> |



| CURVE     |           | DATA   |                |
|-----------|-----------|--------|----------------|
| RADIUS    | ARC       | CHORD  | CHD. BEARING   |
| 12 312.32 | 52°17'33" | 285.05 | N.33°28'47" W. |
| 13 200.00 | 38°20'00" | 133.81 | N.09°30'00" E. |
| 14 67.000 | 47°30'00" | 55.45  | N.52°45'00" E. |



APPROVED  
L.M. 12/28  
MORSE/STANLEY  
REGISTERED PROFESSIONAL  
SURVEYOR

(\*) INDICATES STEEL BAR

KING'S COVE

NOTE: ALL EASEMENTS SHOWN ARE 20' W.D.

SURVEYOR'S 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 2-23-77  
WILLIAM C. MORSE, SURVEYOR  
23200 S. 51A MILE ROAD  
GERRITTS, MI 48220

SURVEY PLAN-PARCEL 3

|            |            |
|------------|------------|
|            |            |
| DATE       | 2-23-77    |
| BY         | W.C. MORSE |
| CHECKED BY |            |
| DATE       |            |

LEGAL DESCRIPTION

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant N. 88°00'00" West 923.34 feet, and N. 26°04'02" West 830.00 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence N. 26°04'02" West 2444.00 feet; thence S. 87°36'10" East 760.00 feet; thence S. 13°21'07" East 38.08 feet; thence along a curve to the left, radius 265.00 feet, an arc distance of 615.51 feet, central angle 133°04'47", chord bearing S. 15°32'23" West a distance of 486.19 feet; thence S. 51°00'00" East 92.00 feet; thence along a curve to the right, radius 410.00 feet, an arc distance of 322.01 feet, central angle 45°00'00", chord bearing S. 28°30'00" East a distance of 313.80 feet; thence S. 06°00'00" East 155.00 feet; thence along a curve to the left, radius 450.00 feet, an arc distance of 431.97 feet, central angle 55°00'00", chord bearing S. 33°30'00" East a distance of 415.57 feet; thence along a curve to the right, radius 200.00 feet, an arc distance of 180.35 feet, central angle 51°40'00", chord bearing S. 35°10'00" East a distance of 174.30 feet; thence along a curve to the left, radius 372.32 feet, an arc distance of 381.24 feet, central angle 58°40'00", chord bearing S. 38°40'00" East a distance of 364.80 feet; thence S. 68°00'00" East 234.16 feet; thence along a curve to the right, radius 333.00 feet, an arc distance of 406.95 feet, central angle 70°01'12", chord 233.26 feet, chord bearing S. 32°59'24" East; thence S. 02°01'12" West 113.00 feet; thence along a curve to the right, radius 430.00 feet, an arc distance of 403.60 feet, central angle 53°46'41", chord 388.95 feet, chord bearing S. 28°54'30" West; thence S. 55°47'53" West 20.00 feet; thence N. 07°56'18" East 115.00 feet; thence N. 36°05'58" West 55.00 feet; thence N. 68°30'00" West 155.00 feet; thence N. 53°29'25" West 370.00 feet; thence N. 33°41'08" West 100.05 feet; thence S. 55°03'03" West 75.00 feet to the point of beginning. Containing 597,480.40 square feet. Except any part taken, used or deeded for road purposes. Subject to easements of record.

LEGAL DESCRIPTION

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant North 88°00'00" West 923.34 feet and North 26°04'02" West 3274.00 feet and South 87°36'10" East 760.00 feet and South 13°21'07" East 75.00 feet and South 54°03'19" East 36.72 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 54°03'19" East 19.28 feet; thence South 30°37'27" East 194.32 feet; thence South 14°24'54" West 49.00 feet; thence South 30°09'01" East 54.08 feet; thence South 78°33'52" East 270.85 feet; thence South 11°29'00" West 182.76 feet; thence South 45°15'07" East 125.90 feet; thence South 36°00'00" West 80.00 feet; thence South 13°18'57" West 110.49 feet; thence South 26°48'42" East 171.80 feet; thence South 12°30'00" West 95.00 feet; thence South 37°30'00" East 105.00 feet; thence South 29°00'00" West 65.98 feet; thence along a curve to the right, radius 100.83 feet, an arc distance of 158.38 feet, central angle 90°00'00", chord 142.60 feet, chord bearing South 74°00'00" West; thence along a curve to the right, radius 390.00 feet, an arc distance of 374.37 feet, central angle 55°00'00", chord 360.16 feet, chord bearing North 33°30'00" West; thence North 06°00'00" West 155.00 feet; thence along a curve to the left, radius 470.00 feet, an arc distance of 369.14 feet, central angle 45°00'00", chord 359.72 feet, chord bearing North 28°30'00" West; thence 51°00'00" West 92.00 feet; thence along a curve to the right, radius 205.00 feet, arc distance of 506.22 feet, central angle 141°29'06", chord 387.06 feet, chord bearing North 19°44'33" East to the point of beginning. Containing 372,315.00 square feet. Subject to easements of record.

DESCRIPTION—PARCEL III

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township, Oakland County, Mich., described as beginning at a point distant North 88°00'00" West 452.00 ft. and North 02°01'12" East 773.50 ft. and North 40°22'20" East 108.73 ft. and North 09°13'10" West 47.22 ft. and North 40°11'10" West 90.90 ft. and North 03°46'44" West 69.34 ft. and North 45°24'26" East 45.22 ft. and North 29°15'55" West 71.11 ft. and North 66°36'08" West 34.75 ft. and North 19°46'14" West 180.40 ft. and North 21°04'00" West 128.50 ft. from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence South 78°00'00" West 260.00 ft; thence South 36°26'42" West 192.40 ft.; thence along a curve to the right, radius 312.32 ft., an arc distance of 285.05 ft., central angle 52°17'33", chord bearing North 35°28'47" West, chord distance 275.26 ft.; thence along a curve to the right, radius 200.00 ft., an arc distance of 133.81 ft., central angle 38°20'00", chord bearing North 09°50'00" East, chord distance 131.33 ft.; thence North 29°00'00" East 141.50 feet; thence along a curve to the right, radius 670.00 ft., an arc distance of 288.00 ft., central angle 24°37'43", chord bearing North 41°18'52" East, chord distance 285.79 ft.; thence South 39°43'24" East 100.03 ft.; thence South 34°00'00" West 78.00 ft.; thence South 55°30'00" East 287.00 ft.; thence South 32°00'00" West 90.00 ft.; thence South 21°04'00" East 110.00 ft. to the point of beginning. Containing 203,062.10 square feet. Subject to easements of record.

# REPLAT NO. 7 OF OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148 EXHIBIT B TO THE MASTER DEED OF KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION - PARCEL 111  
PART OF THE SOUTHWEST 1/4 OF SECTION 3, T. 3 N., R. 11 E., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST 923.34 FEET, AND N. 26 DEGREES 04 MINUTES 02 SECONDS WEST 830.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 3, T. 3 N., R. 11 E., AND PROCEEDING THENCE N. 26 DEGREES 04 MINUTES 02 SECONDS WEST 244.00 FEET; THENCE S. 87 DEGREES 36 MINUTES 10 SECONDS EAST 38.08 FEET; THENCE S. 13 DEGREES 21 MINUTES 07 SECONDS EAST 38.08 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 265.00 FEET, AN ARC DISTANCE OF 615.51 FEET, CENTRAL ANGLE 133 DEGREES 04 MINUTES 47 SECONDS, CHORD BEARING S. 15 DEGREES 37 MINUTES 23 SECONDS WEST A DISTANCE OF 486.19 FEET; THENCE S. 51 DEGREES 00 MINUTES 00 SECONDS EAST 92.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 410.00 FEET, AN ARC DISTANCE OF 322.01 FEET, CENTRAL ANGLE 45 DEGREES 00 MINUTES 00 SECONDS, CHORD BEARING S. 28 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 313.80 FEET; THENCE S. 06 DEGREES 00 MINUTES 00 SECONDS EAST 155.00 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 450.00 FEET, AN ARC DISTANCE OF 431.91 FEET, CENTRAL ANGLE 55 DEGREES 00 MINUTES 00 SECONDS, CHORD BEARING S. 33 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 415.57 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 200.00 FEET, AN ARC DISTANCE OF 180.35 FEET, CENTRAL ANGLE 51 DEGREES 40 MINUTES 00 SECONDS, CHORD BEARING S. 35 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 174.30 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 372.32 FEET, AN ARC DISTANCE OF 381.24 FEET, CENTRAL ANGLE 58 DEGREES 40 MINUTES 00 SECONDS, CHORD BEARING S. 38 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 364.80 FEET; THENCE S. 68 DEGREES 00 MINUTES 00 SECONDS EAST 234.16 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 331.00 FEET, AN ARC DISTANCE OF 406.95 FEET, CENTRAL ANGLE 70 DEGREES 01 MINUTE 12 SECONDS, CHORD 233.26 FEET, CHORD BEARING S. 32 DEGREES 58 MINUTES 24 SECONDS WEST; THENCE S. 02 DEGREES 01 MINUTE 12 SECONDS WEST 117.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 430.00 FEET, AN ARC DISTANCE OF 403.60 FEET, CENTRAL ANGLE 53 DEGREES 06 MINUTES 41 SECONDS, CHORD 308.95 FEET, CHORD BEARING S. 29 DEGREES 54 MINUTES 30 SECONDS WEST; THENCE S. 55 DEGREES 41 MINUTES 53 SECONDS WEST 20.00 FEET; THENCE N. 07 DEGREES 56 MINUTES 16 SECONDS EAST 115.00 FEET; THENCE S. 79 DEGREES 05 MINUTES 58 SECONDS WEST 55.00 FEET; THENCE N. 18 DEGREES 53 DEGREES 29 MINUTES 25 SECONDS WEST 100.00 FEET; THENCE N. 53 DEGREES 29 MINUTES 25 SECONDS WEST 100.00 FEET; THENCE S. 55 DEGREES 07 MINUTES 00 SECONDS WEST 75.00 FEET; THENCE S. 07 DEGREES 00 MINUTES 00 SECONDS WEST 75.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 100.00 FEET, AN ARC DISTANCE OF 157.08 FEET, CENTRAL ANGLE 90 DEGREES, CHORD BEARING N. 19 DEGREES 19 MINUTES 19 SECONDS EAST TO THE POINT OF BEGINNING. CONTAINING 372.305 SQ. FT. SUBJECT TO EASEMENTS OF RECORD.

LEGAL DESCRIPTION - PARCEL 112  
PART OF THE SOUTHWEST 1/4 OF SECTION 3, T. 3 N., R. 11 E., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 88 DEGREES 00 MINUTES 00 SECONDS WEST 452.00 FT AND N. 26 DEGREES 04 MINUTES 02 SECONDS WEST 830.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 3, T. 3 N., R. 11 E., AND PROCEEDING THENCE N. 26 DEGREES 04 MINUTES 02 SECONDS WEST 244.00 FEET; THENCE S. 87 DEGREES 36 MINUTES 10 SECONDS EAST 38.08 FEET; THENCE S. 13 DEGREES 21 MINUTES 07 SECONDS EAST 38.08 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 265.00 FEET, AN ARC DISTANCE OF 615.51 FEET, CENTRAL ANGLE 133 DEGREES 04 MINUTES 47 SECONDS, CHORD BEARING S. 15 DEGREES 37 MINUTES 23 SECONDS WEST A DISTANCE OF 486.19 FEET; THENCE S. 51 DEGREES 00 MINUTES 00 SECONDS EAST 92.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 410.00 FEET, AN ARC DISTANCE OF 322.01 FEET, CENTRAL ANGLE 45 DEGREES 00 MINUTES 00 SECONDS, CHORD BEARING S. 28 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 313.80 FEET; THENCE S. 06 DEGREES 00 MINUTES 00 SECONDS EAST 155.00 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 450.00 FEET, AN ARC DISTANCE OF 431.91 FEET, CENTRAL ANGLE 55 DEGREES 00 MINUTES 00 SECONDS, CHORD BEARING S. 33 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 415.57 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 200.00 FEET, AN ARC DISTANCE OF 180.35 FEET, CENTRAL ANGLE 51 DEGREES 40 MINUTES 00 SECONDS, CHORD BEARING S. 35 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 174.30 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 372.32 FEET, AN ARC DISTANCE OF 381.24 FEET, CENTRAL ANGLE 58 DEGREES 40 MINUTES 00 SECONDS, CHORD BEARING S. 38 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 364.80 FEET; THENCE S. 68 DEGREES 00 MINUTES 00 SECONDS EAST 234.16 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 331.00 FEET, AN ARC DISTANCE OF 406.95 FEET, CENTRAL ANGLE 70 DEGREES 01 MINUTE 12 SECONDS, CHORD 233.26 FEET, CHORD BEARING S. 32 DEGREES 58 MINUTES 24 SECONDS WEST; THENCE S. 02 DEGREES 01 MINUTE 12 SECONDS WEST 117.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 430.00 FEET, AN ARC DISTANCE OF 403.60 FEET, CENTRAL ANGLE 53 DEGREES 06 MINUTES 41 SECONDS, CHORD 308.95 FEET, CHORD BEARING S. 29 DEGREES 54 MINUTES 30 SECONDS WEST; THENCE S. 55 DEGREES 41 MINUTES 53 SECONDS WEST 20.00 FEET; THENCE N. 07 DEGREES 56 MINUTES 16 SECONDS EAST 115.00 FEET; THENCE S. 79 DEGREES 05 MINUTES 58 SECONDS WEST 55.00 FEET; THENCE N. 18 DEGREES 53 DEGREES 29 MINUTES 25 SECONDS WEST 100.00 FEET; THENCE N. 53 DEGREES 29 MINUTES 25 SECONDS WEST 100.00 FEET; THENCE S. 55 DEGREES 07 MINUTES 00 SECONDS WEST 75.00 FEET; THENCE S. 07 DEGREES 00 MINUTES 00 SECONDS WEST 75.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 100.00 FEET, AN ARC DISTANCE OF 157.08 FEET, CENTRAL ANGLE 90 DEGREES, CHORD BEARING N. 19 DEGREES 19 MINUTES 19 SECONDS EAST TO THE POINT OF BEGINNING. CONTAINING 372.305 SQ. FT. SUBJECT TO EASEMENTS OF RECORD.

APPROVED  
ATTEST  
NOTARY PUBLIC  
OF OAKLAND COUNTY, MICHIGAN  
COMMISSION EXPIRES 09/12/2018

|   |  |                          |  |
|---|--|--------------------------|--|
| TITLE PAGE  |  | LEGALS                   |  |
| SUBDIVISION   |  | REPLAT NO. 7 OF          |  |
| SECTION 3, T. 3 N., R. 11 E., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN |  | SUBDIVISION PLAN NO. 148 |  |
| EXHIBIT B TO THE MASTER DEED OF                                       |  | KING'S COVE              |  |
| AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN                               |  | 9-16-18                  |  |
| 372.305 SQ. FT.   |  | 18                       |  |

REPLAT NO. 7 OF  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF

KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER  
BANKERS INVESTMENT TRUST  
A MASSACHUSETTS BUSINESS TRUST  
100 FEDERAL STREET  
BOSTON, MASSACHUSETTS 02110

SUBSECTOR  
BASNEY & SMITH, INC.  
25200 W. SIX MILE ROAD  
DETROIT, MI 48240

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NOTE:  
THIS COVER IS A MULTI-PHASE CONDOMINIUM PROJECT.  
THE ASTERISK (\*) INDICATES SHEETS WHICH ARE REVISION SHEETS.  
THESE SHEETS ARE REVISED DATED SEPTEMBER 18, 1978.  
THESE SHEETS WITH THIS SUBMISSION ARE TO BE REPLACED OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

TITLE PAGE

|   |  |   |
|---|--|---|
|   |  | INDEX<br>SHEET NO. 7 OF 148<br>DATE 10/2/84   |
| BASNEY & SMITH, INC.<br>25200 W. SIX MILE ROAD<br>DETROIT, MI 48240 |  | REGISTER OF DEEDS<br>OAKLAND COUNTY, MICHIGAN |

DESCRIPTION: 22.5 DEGREES, 1111.  
PART OF THE SOUTHWEST 1/4 OF SECTION 3, T. 3 N., R. 11 E.,  
TOWNSHIP 3 NORTH, OAKLAND COUNTY, MICH., DESCRIBED AS BEGINNING  
AT A POINT DISTANT NORTH 86 DEGREES 00 MINUTES 00 SECONDS  
DISTANCE 452.00 FEET AND NORTH 02 DEGREES 01 MINUTE 12 SECONDS  
DISTANCE 173.50 FEET AND NORTH 04 DEGREES 22 MINUTES 10 SECONDS  
DISTANCE 109.73 FEET AND NORTH 03 DEGREES 13 MINUTES 10 SECONDS  
DISTANCE 47.22 FEET AND NORTH 02 DEGREES 11 MINUTES 10 SECONDS  
DISTANCE 30.90 FEET AND NORTH 03 DEGREES 46 MINUTES 44 SECONDS  
DISTANCE 69.34 FEET AND NORTH 45 DEGREES 24 MINUTES 25 SECONDS  
DISTANCE 45.22 FEET AND NORTH 29 DEGREES 15 MINUTES 55 SECONDS  
DISTANCE 71.11 FEET AND NORTH 56 DEGREES 36 MINUTES 08 SECONDS  
DISTANCE 74.75 FEET AND NORTH 19 DEGREES 46 MINUTES 14 SECONDS  
DISTANCE 100.40 FEET AND NORTH 21 DEGREES 46 MINUTES 00 SECONDS  
DISTANCE 128.50 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 3,  
T. 3 N., R. 11 E., AND PROCEEDING THENCE SOUTH 70 DEGREES 30  
MINUTES 00 SECONDS WEST 280.00 FEET; THENCE SOUTH 36 DEGREES  
07 MINUTES 47 SECONDS WEST 192.40 FEET; THENCE ALONG A CURVE  
TO THE RIGHT RADIUS 312.32 FEET, AN ARC DISTANCE OF 285.05  
FEET, CENTRAL ANGLE 52 DEGREES 17 MINUTES 33 SECONDS, CHORD  
BEARING NORTH 35 DEGREES 28 MINUTES 47 SECONDS WEST, CHORD  
DISTANCE 275.26 FEET; THENCE ALONG A CURVE TO THE RIGHT,  
RADIUS 700.00 FEET, AN ARC DISTANCE OF 133.81 FEET, CENTRAL  
ANGLE 34 DEGREES 20 MINUTES 00 SECONDS, CHORD BEARING NORTH  
09 DEGREES 50 MINUTES 00 SECONDS EAST, CHORD DISTANCE 131.33  
FEET; THENCE NORTH 29 DEGREES 00 MINUTES 00 SECONDS EAST  
DISTANCE 141.50 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 470.00  
FEET, AN ARC DISTANCE OF 555.45 FEET, CENTRAL ANGLE 47 DE-  
GREES 30 MINUTES 00 SECONDS, CHORD BEARING NORTH 50 DEGREES  
45 MINUTES 00 SECONDS EAST, CHORD DISTANCE 539.68 FEET;  
THENCE ALONG A CURVE TO THE LEFT, RADIUS 290.00 FEET, AN ARC  
DISTANCE OF 128.53 FEET, CENTRAL ANGLE 43 DEGREES 23 MINUTES  
38 SECONDS, CHORD BEARING NORTH 63 DEGREES 41 MINUTES 11  
SECONDS, CHORD DISTANCE 127.48 FEET; THENCE SOUTH 48  
DEGREES 57 MINUTES 01 SECONDS EAST 69.24 FEET; THENCE SOUTH 48  
DEGREES 27 MINUTES 25 SECONDS EAST 78.36 FEET; THENCE  
SOUTH 31 DEGREES 27 MINUTES 40 SECONDS WEST 88.31 FEET;  
THENCE SOUTH 11 DEGREES 39 MINUTES 46 SECONDS EAST 49.48 FEET;  
THENCE SOUTH 32 DEGREES 00 MINUTES 00 SECONDS WEST 322.30  
FEET TO THE POINT OF BEGINNING, CONTAINING 321.224.60 SQUARE  
FEET, SUBJECT TO EASEMENTS OF RECORD.

KING'S COVE

**TITLE**

## LEGALS

WILEY & SONS  
405 N. ZEEB RD.  
JENKINS, MISSOURI 64504

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5-2

11

[illegible]



**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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE TRAILS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.  
 I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (o) AS THEREON SHOWN AT ALL ANGLES IN THE QUARTERS OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.

DATE 5-23-77  
 WILLIAM L. ROSKELLY  
 RLS & LOTOS  
 JASKEY & SMITH, INC.  
 DETROIT, MICHIGAN 48240

**PLAN CERTIFICATION**  
 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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION AND THAT THE ATTACHED DRAWINGS OF BUILDINGS AND IMPROVEMENTS ARE PROPOSED.

DATE 5-23-77  
 WILLIAM L. ROSKELLY  
 RLS & LOTOS  
 JASKEY & SMITH, INC.  
 22200 4<sup>TH</sup> SIX MILE ROAD  
 DETROIT, MICHIGAN 48240

**CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED**  
 THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED OF KING'S COVE-A CONDOMINIUM, WAS ISSUED PURSUANT TO ACT 229, PUBLIC ACTS OF 1967, AS AMENDED.

DATE 5-23-77  
 E. C. HADLEY  
 E. C. HADLEY, INC.  
 CORPORATION AND SECURITIES  
 BUREAU  
 DEPARTMENT OF COMMERCE



NOTE:  
 BUILDING ELEVATIONS ARE SHOWN IN DETAIL ON MICROFILMED ARCHITECTURAL DRAWING PLANS ON FILE WITH THE MICHIGAN DEPARTMENT OF COMMERCE SECURITIES BUREAU.

APPROVED  
 MAY 13 1977  
 JASKEY & SMITH, INC.  
 DETROIT, MICHIGAN 48240

KING'S COVE

|                     |  |  |  |
|---------------------|--|--|--|
| TITLE PAGE          |  | CERTIFICATIONS   |  |
|                     |  | JASKEY & SMITH, INC.<br>22200 4 <sup>TH</sup> SIX MILE ROAD<br>DETROIT, MICHIGAN 48240<br>JASKEY & SMITH, INC.<br>22200 4 <sup>TH</sup> SIX MILE ROAD<br>DETROIT, MICHIGAN 48240 |  |
| EXAMINED BY<br>DATE |  | TEST<br>DATE   |  |

FIFTH AMENDMENT TO MASTER DEED OF  
KING'S COVE

MultiPlex Home Corporation of Michigan, a Michigan corporation, being the Developer of King's Cove, a condominium project established pursuant to the Master Deed thereof, recorded on September 4, 1973, in Liber 6161, Pages 281 through 330, and First Amendment to the Master Deed, recorded on May 14, 1974, in Liber 6290, Pages 845 through 880, and Second Amendment to Master Deed, recorded on October 9, 1974, in Liber 6377, Pages 88 through 117, and Third Amendment to the Master Deed, recorded on February 19, 1975, in Liber 6429, Pages 839 through 868, and Fourth Amendment to Master Deed, recorded on March 26, 1975, in Liber 6445, Pages 46 through 64, Oakland County Records, and known as King's Cove, Oakland County Condominium Subdivision Plan No. 148, hereby amends the Master Deed of King's Cove pursuant to the authority reserved in Article VII of said Master Deed for the purposes of enlarging the condominium project from 191 units to 231 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V of said Master Deed. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium Project by this Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 3274.00 feet and South 87 degrees 36 minutes 10 seconds East 760.00 feet and South 13 degrees 21 minutes 07 seconds East 75.00 feet and South 54 degrees 03 minutes 19 seconds East 56.00 feet and South 30 degrees 37 minutes 27 seconds East 194.32 feet and South 14 degrees 24 minutes 54 seconds West 49.00 feet from the South 1/4 corner of said Section 3, T. 3 N., R. 11 E., and proceeding thence South 30 degrees 09 minutes 01 second East 54.08 feet; thence South 78 degrees 33 minutes 52 seconds East 270.85 feet; thence South 11 degrees 29 minutes 00 seconds West 182.76 feet; thence South 45 degrees 15 minutes 07 seconds East 125.90 feet; thence South 36 degrees 00 minutes 00 seconds West 80.00 feet; thence South 13 degrees 18 minutes 57 seconds West 110.49 feet; thence South 26 degrees 48 minutes 42 seconds East 78.80 feet; thence South 78 degrees 50 minutes 32 seconds West 287.98 feet; thence North 06 degrees 00 minutes 00 seconds West 155.00 feet; thence along a curve to the left Radius 470.00 feet, central angle of 45 degrees 00 minutes 00 seconds, arc distance of 369.14 feet, chord distance 359.72 feet bearing North 28 degrees 30 minutes 00 seconds West; thence North 39 degrees 29 minutes 01 second East 254.22 feet to the point of beginning. Subject to easements of record.

2. Fifth Amended Article V-C of said Master Deed of King's Cove as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Fourth Amended Article V-C of the Master Deed as recorded, and the Fourth Amended Article V-C shall be of no further force or effect.

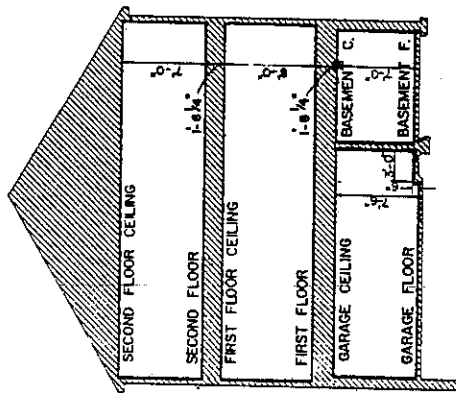
FIFTH AMENDED ARTICLE V-C OF THE MASTER DEED OF  
KING'S COVE

ARTICLE V

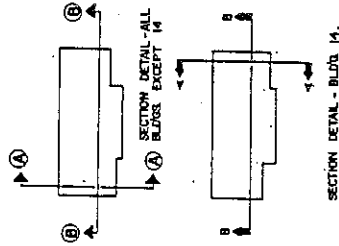
C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

| Apartment Number | Percentage of<br>Value Assigned |
|------------------|---------------------------------|
| 1                | .3938                           |
| 2                | .4152                           |
| 3                | .3619                           |
| 4                | .4152                           |



SECTION A-A



U.S.C. & G.S. DATUM  
TABLE OF ELEVATION

| BLDG NO. | FIRST FLOOR ELEVATION |
|----------|-----------------------|
| 4        | 802.63                |
| 6        | 802.63                |
| 8        | 801.63                |
| 10       | 804.23                |
| 12       | 807.63                |
| 14       | 807.63                |
| 16       | 803.33                |
| 18       | 799.63                |
| 20       | 800.13                |
| 22       | 802.13                |
| 24       | 792.63                |

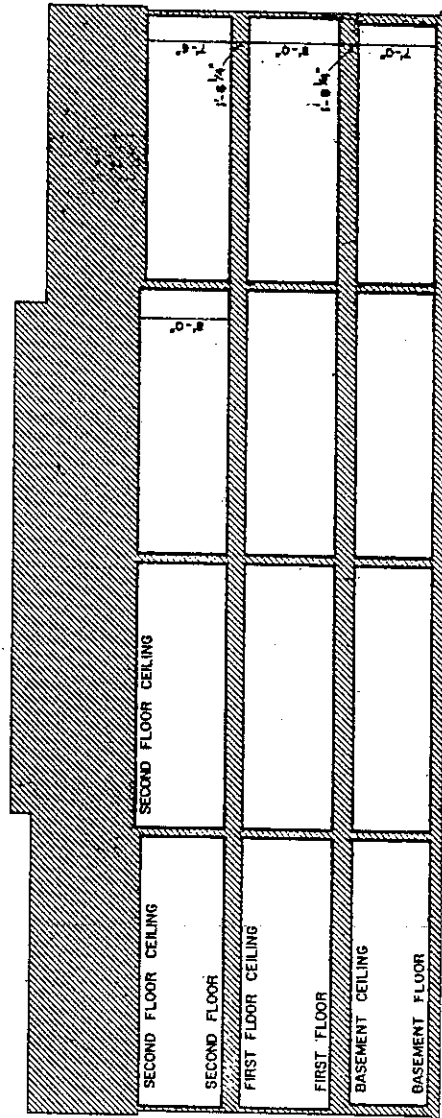
INDICATES LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

KING'S COVE

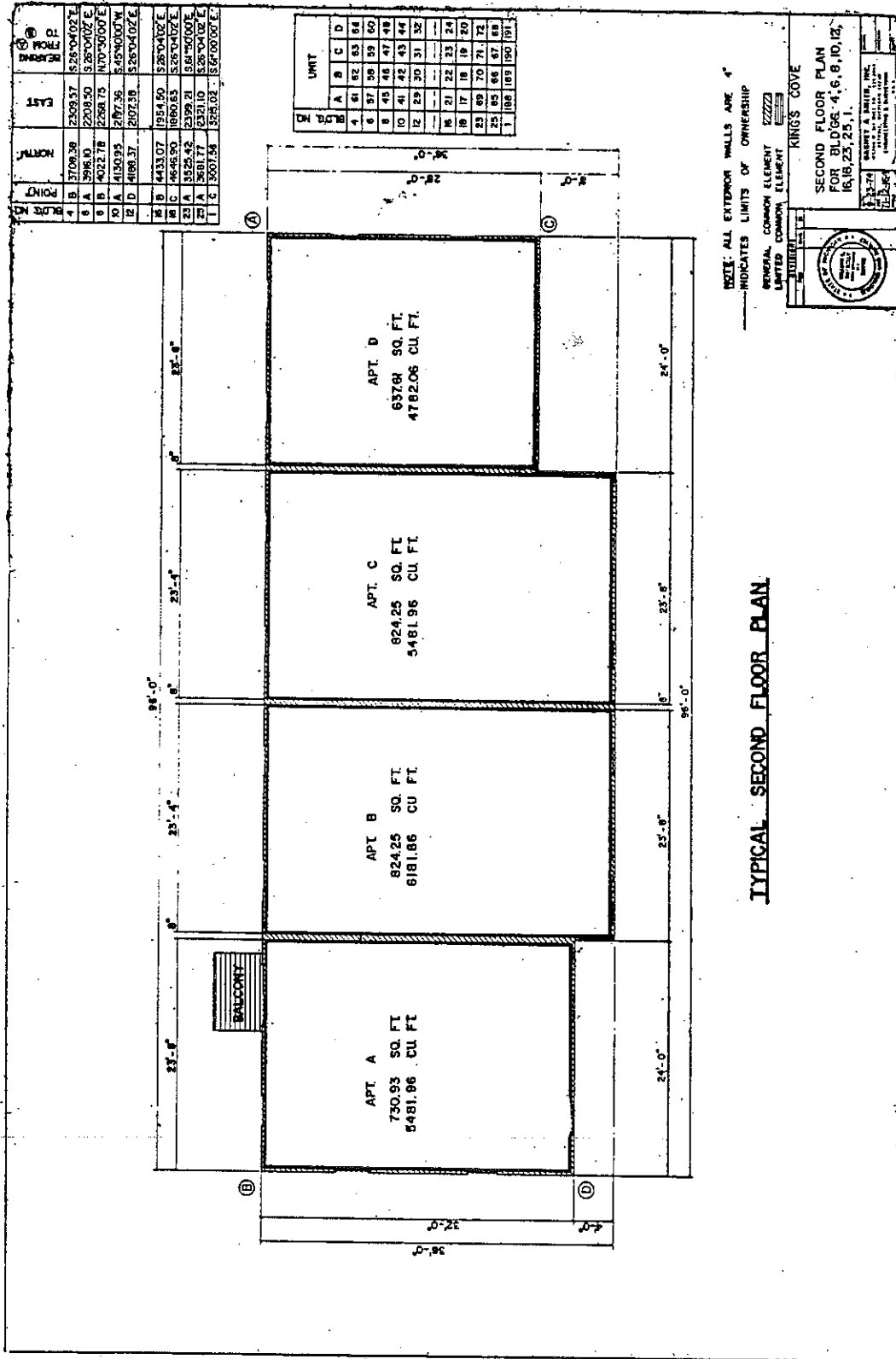
SECTIONS FOR BLDGS

"1", "4", "6", "8", "10", "12", "14",  
"16", "18", "20", "22", "24"

MADEY & ASSOCIATES  
1000 15th St. N.E.  
Atlanta, Georgia 30309  
404-525-1100

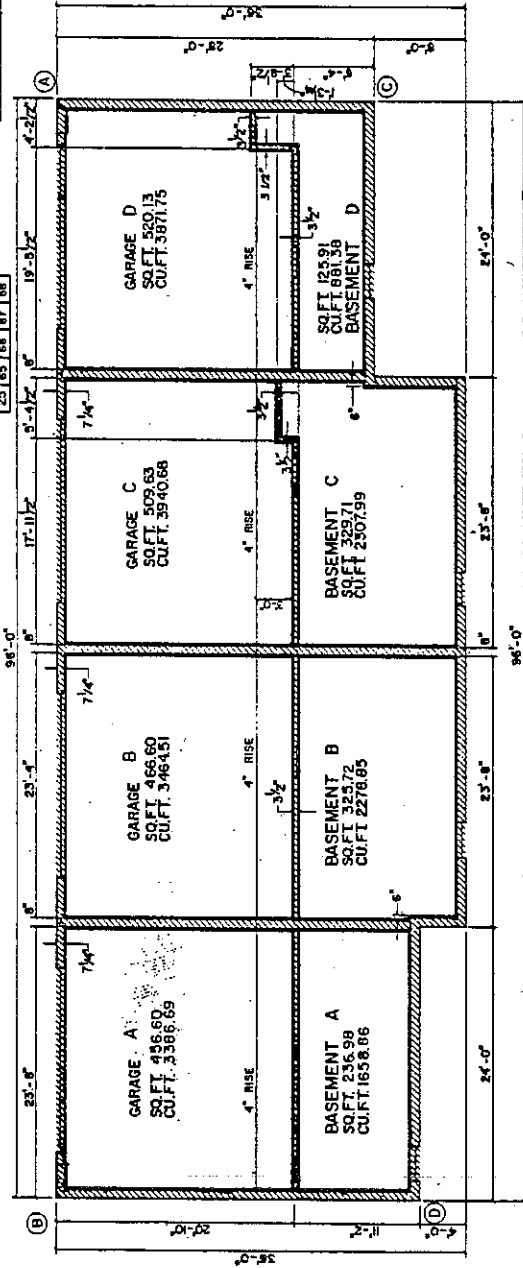


SECTION B-B





| BLDG. NO. | POINT | NORTH    | EAST    | TO B' FROM A' |
|-----------|-------|----------|---------|---------------|
|           |       |          |         |               |
| 4         | B     | 3708.38  | 2309.37 | 525'04.02E    |
| 5         | A     | 3996.10  | 2208.50 | 525'04.02E    |
| 6         | B     | 4022.78  | 2268.75 | 525'04.02E    |
| 7         | A     | 4130.95  | 2277.35 | 525'04.02E    |
| 8         | B     | 4188.37  | 2277.35 | 525'04.02E    |
| 9         | A     | 4307.58  | 2277.35 | 525'04.02E    |
| 10        | B     | 4413.07  | 2277.35 | 525'04.02E    |
| 11        | A     | 4523.42  | 2277.35 | 525'04.02E    |
| 12        | B     | 4648.90  | 2277.35 | 525'04.02E    |
| 13        | A     | 4764.38  | 2277.35 | 525'04.02E    |
| 14        | B     | 4889.86  | 2277.35 | 525'04.02E    |
| 15        | A     | 5015.34  | 2277.35 | 525'04.02E    |
| 16        | B     | 5140.82  | 2277.35 | 525'04.02E    |
| 17        | A     | 5266.30  | 2277.35 | 525'04.02E    |
| 18        | B     | 5391.78  | 2277.35 | 525'04.02E    |
| 19        | A     | 5517.26  | 2277.35 | 525'04.02E    |
| 20        | B     | 5642.74  | 2277.35 | 525'04.02E    |
| 21        | A     | 5768.22  | 2277.35 | 525'04.02E    |
| 22        | B     | 5893.70  | 2277.35 | 525'04.02E    |
| 23        | A     | 6019.18  | 2277.35 | 525'04.02E    |
| 24        | B     | 6144.66  | 2277.35 | 525'04.02E    |
| 25        | A     | 6270.14  | 2277.35 | 525'04.02E    |
| 26        | B     | 6395.62  | 2277.35 | 525'04.02E    |
| 27        | A     | 6521.10  | 2277.35 | 525'04.02E    |
| 28        | B     | 6646.58  | 2277.35 | 525'04.02E    |
| 29        | A     | 6772.06  | 2277.35 | 525'04.02E    |
| 30        | B     | 6897.54  | 2277.35 | 525'04.02E    |
| 31        | A     | 7023.02  | 2277.35 | 525'04.02E    |
| 32        | B     | 7148.50  | 2277.35 | 525'04.02E    |
| 33        | A     | 7273.98  | 2277.35 | 525'04.02E    |
| 34        | B     | 7399.46  | 2277.35 | 525'04.02E    |
| 35        | A     | 7524.94  | 2277.35 | 525'04.02E    |
| 36        | B     | 7650.42  | 2277.35 | 525'04.02E    |
| 37        | A     | 7775.90  | 2277.35 | 525'04.02E    |
| 38        | B     | 7901.38  | 2277.35 | 525'04.02E    |
| 39        | A     | 8026.86  | 2277.35 | 525'04.02E    |
| 40        | B     | 8152.34  | 2277.35 | 525'04.02E    |
| 41        | A     | 8277.82  | 2277.35 | 525'04.02E    |
| 42        | B     | 8403.30  | 2277.35 | 525'04.02E    |
| 43        | A     | 8528.78  | 2277.35 | 525'04.02E    |
| 44        | B     | 8654.26  | 2277.35 | 525'04.02E    |
| 45        | A     | 8779.74  | 2277.35 | 525'04.02E    |
| 46        | B     | 8905.22  | 2277.35 | 525'04.02E    |
| 47        | A     | 9030.70  | 2277.35 | 525'04.02E    |
| 48        | B     | 9156.18  | 2277.35 | 525'04.02E    |
| 49        | A     | 9281.66  | 2277.35 | 525'04.02E    |
| 50        | B     | 9407.14  | 2277.35 | 525'04.02E    |
| 51        | A     | 9532.62  | 2277.35 | 525'04.02E    |
| 52        | B     | 9658.10  | 2277.35 | 525'04.02E    |
| 53        | A     | 9783.58  | 2277.35 | 525'04.02E    |
| 54        | B     | 9909.06  | 2277.35 | 525'04.02E    |
| 55        | A     | 10034.54 | 2277.35 | 525'04.02E    |
| 56        | B     | 10160.02 | 2277.35 | 525'04.02E    |
| 57        | A     | 10285.50 | 2277.35 | 525'04.02E    |
| 58        | B     | 10410.98 | 2277.35 | 525'04.02E    |
| 59        | A     | 10536.46 | 2277.35 | 525'04.02E    |
| 60        | B     | 10661.94 | 2277.35 | 525'04.02E    |
| 61        | A     | 10787.42 | 2277.35 | 525'04.02E    |
| 62        | B     | 10912.90 | 2277.35 | 525'04.02E    |
| 63        | A     | 11038.38 | 2277.35 | 525'04.02E    |
| 64        | B     | 11163.86 | 2277.35 | 525'04.02E    |
| 65        | A     | 11289.34 | 2277.35 | 525'04.02E    |
| 66        | B     | 11414.82 | 2277.35 | 525'04.02E    |
| 67        | A     | 11540.30 | 2277.35 | 525'04.02E    |
| 68        | B     | 11665.78 | 2277.35 | 525'04.02E    |
| 69        | A     | 11791.26 | 2277.35 | 525'04.02E    |
| 70        | B     | 11916.74 | 2277.35 | 525'04.02E    |
| 71        | A     | 12042.22 | 2277.35 | 525'04.02E    |
| 72        | B     | 12167.70 | 2277.35 | 525'04.02E    |
| 73        | A     | 12293.18 | 2277.35 | 525'04.02E    |
| 74        | B     | 12418.66 | 2277.35 | 525'04.02E    |
| 75        | A     | 12544.14 | 2277.35 | 525'04.02E    |
| 76        | B     | 12669.62 | 2277.35 | 525'04.02E    |
| 77        | A     | 12795.10 | 2277.35 | 525'04.02E    |
| 78        | B     | 12920.58 | 2277.35 | 525'04.02E    |
| 79        | A     | 13046.06 | 2277.35 | 525'04.02E    |
| 80        | B     | 13171.54 | 2277.35 | 525'04.02E    |
| 81        | A     | 13297.02 | 2277.35 | 525'04.02E    |
| 82        | B     | 13422.50 | 2277.35 | 525'04.02E    |
| 83        | A     | 13547.98 | 2277.35 | 525'04.02E    |
| 84        | B     | 13673.46 | 2277.35 | 525'04.02E    |
| 85        | A     | 13798.94 | 2277.35 | 525'04.02E    |
| 86        | B     | 13924.42 | 2277.35 | 525'04.02E    |
| 87        | A     | 14049.90 | 2277.35 | 525'04.02E    |
| 88        | B     | 14175.38 | 2277.35 | 525'04.02E    |
| 89        | A     | 14300.86 | 2277.35 | 525'04.02E    |
| 90        | B     | 14426.34 | 2277.35 | 525'04.02E    |
| 91        | A     | 14551.82 | 2277.35 | 525'04.02E    |
| 92        | B     | 14677.30 | 2277.35 | 525'04.02E    |
| 93        | A     | 14802.78 | 2277.35 | 525'04.02E    |
| 94        | B     | 14928.26 | 2277.35 | 525'04.02E    |
| 95        | A     | 15053.74 | 2277.35 | 525'04.02E    |
| 96        | B     | 15179.22 | 2277.35 | 525'04.02E    |
| 97        | A     | 15304.70 | 2277.35 | 525'04.02E    |
| 98        | B     | 15430.18 | 2277.35 | 525'04.02E    |
| 99        | A     | 15555.66 | 2277.35 | 525'04.02E    |
| 100       | B     | 15681.14 | 2277.35 | 525'04.02E    |



INDICATES LIMITS OF OWNERSHIP  
 NOTE: ALL EXTERIOR WALLS ARE 4" UNLESS  
 OTHERWISE SPECIFIED  
 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

TYPICAL LOWER LEVEL PLAN

KINGS COVE

TYPICAL LOWER LEVEL PLAN

DL005 - 4, 6, 8, 10, 12, 15, 19, 23, 25, 1'

WAINST & SMITH, INC.

1000 10th Ave. N.W.

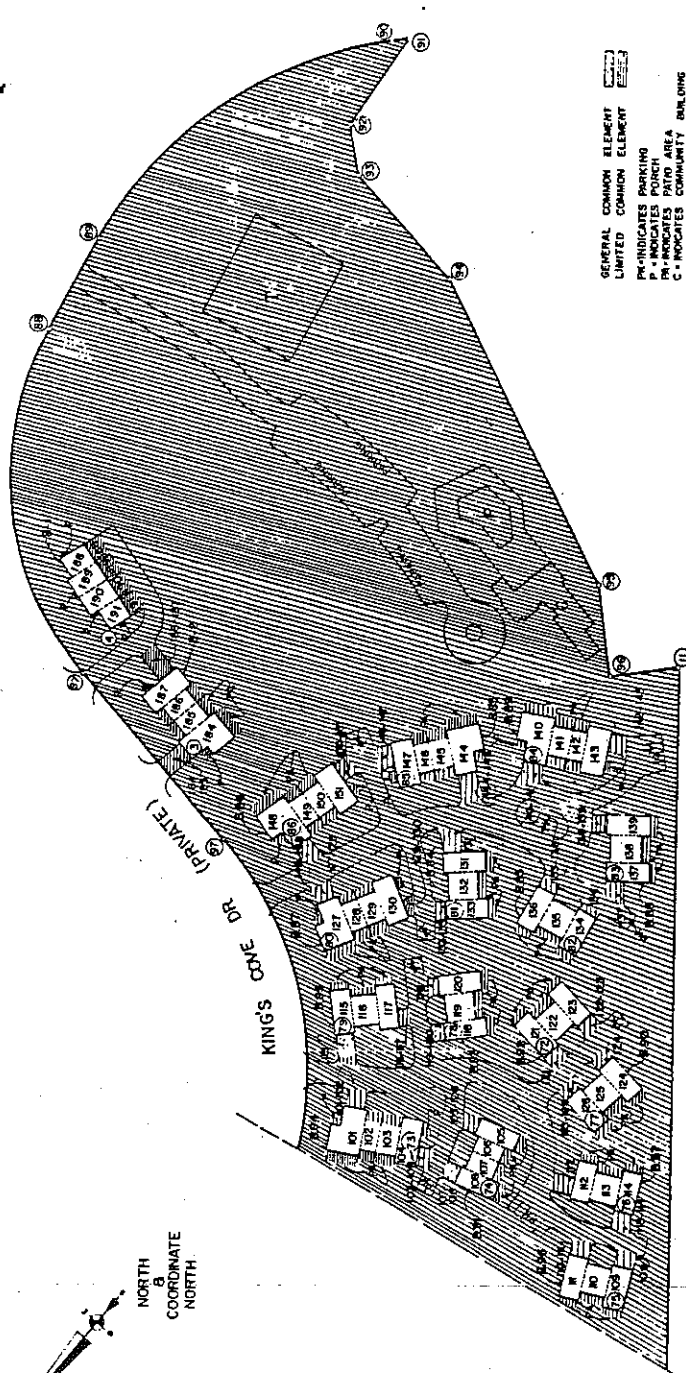
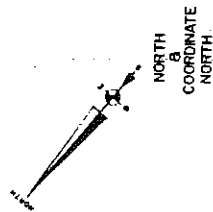
Atlanta, Georgia 30309

Phone: 404-525-1111

Fax: 404-525-1112

Internet: www.wainstsmith.com





- GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
P-INDICATES PARKING  
P-INDICATES PORCH  
C-INDICATES PATIO AREA  
P-INDICATES POOL  
P-INDICATES BUILDING  
T-INDICATES TENNIS COURTS

| PT | NORTH   | EAST    | PT | NORTH   | EAST    | PT | NORTH   | EAST    |
|----|---------|---------|----|---------|---------|----|---------|---------|
| 11 | 4642.39 | 2102.92 | 78 | 323.80  | 2673.72 | 80 | 2234.66 | 3418.92 |
| 12 | 397.84  | 2999.06 | 79 | 3262.26 | 2787.97 | 81 | 2261.73 | 3414.84 |
| 13 | 317.18  | 2642.00 | 80 | 3106.23 | 2639.63 | 82 | 2261.23 | 3228.31 |
| 14 | 330.28  | 2344.34 | 81 | 3111.41 | 2714.84 | 83 | 2270.00 | 3260.37 |
| 15 | 310.30  | 2368.19 | 82 | 3078.97 | 2661.42 | 84 | 2283.90 | 3276.25 |
| 16 | 310.30  | 2368.19 | 83 | 2814.60 | 2597.18 | 85 | 2428.34 | 3192.85 |
| 17 | 310.30  | 2368.19 | 84 | 3004.25 | 2739.60 | 86 | 2463.15 | 3049.63 |
| 18 | 310.30  | 2368.19 | 85 | 3118.64 | 2849.25 | 87 | 2703.78 | 2752.24 |
| 19 | 310.30  | 2368.19 | 86 | 3118.64 | 2922.07 | 88 | 2788.54 | 2695.75 |
| 20 | 310.30  | 2368.19 | 87 | 3044.62 | 3026.33 | 89 | 3142.03 | 2994.32 |
| 21 | 310.30  | 2368.19 | 88 | 3054.48 | 3104.43 | 89 | 3007.88 | 3215.02 |

KINGS COVE

SITE PLAN

|         |         |
|---------|---------|
|         |         |
| DATE    | 9/23/04 |
| PROJECT | 11.10'  |
| SCALE   | 3/8"    |





**AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN**

[illegible]

LEGAL DESCRIPTION

SECTION 3, T. 3 N., R. 11 E., NON TOWNSHIP, OKLAHOMA COUNTY, OKLAHOMA, DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 8 DEGREES 00 MINUTES 00 SECONDS WEST 932.31 FEET AND NORTH 28 DEGREES 00 MINUTES WEST 332.31 FEET AND NORTH 28 DEGREES 00 MINUTES WEST 337.00 FEET AND SOUTH 37 DEGREES 00 MINUTES 10 SECONDS EAST 780.00 FEET AND SOUTH 13 DEGREES 21 MINUTES 05 SECONDS EAST AND SOUTH 13 DEGREES 21 MINUTES 05 SECONDS EAST 75.00 FEET AND SOUTH 54 DEGREES 03 MINUTES 19 SECONDS EAST 38.72 FEET AND SOUTH 45 DEGREES 03 MINUTES 19 SECONDS EAST 19.20 FEET AND SOUTH 33 DEGREES 31 MINUTES 21 SECONDS EAST 18.32 FEET AND SOUTH 14 DEGREES 14 MINUTES 00 SECONDS WEST 100.00 FEET AND SOUTH 14 DEGREES 14 MINUTES 00 SECONDS WEST 50.00 FEET AND SOUTH 74 DEGREES 33 MINUTES 32 SECONDS EAST 270.45 FEET AND SOUTH 11 DEGREES 59 SECONDS 00 SECONDS WEST 102.76 FEET AND SOUTH 45 DEGREES 13 MINUTES 05 SECONDS EAST 125.90 FEET AND SOUTH 18 DEGREES 00 MINUTES 00 SECONDS WEST 80.00 FEET AND SOUTH 13 DEGREES 18 MINUTES 31 SECONDS WEST 210.49 FEET AND SOUTH 20 DEGREES 48 MINUTES 14 SECONDS EAST 70.40 FEET TO THE CORNER OF SECTION 3, T. 3 N., R. 11 E., AND PROCEEDING THENCE SOUTH 28 DEGREES 44 MINUTES 00 SECONDS WEST 30.00 FEET AND SOUTH 28 DEGREES 44 MINUTES 00 SECONDS WEST 95.00 FEET; THENCE SOUTH 31 DEGREES 20 MINUTES 00 SECONDS EAST 105.00 FEET; THENCE SOUTH 28 DEGREES 00 MINUTES 00 SECONDS WEST 38.69 FEET; THENCE ALONG A CURVE TO THE RIGHT, AN ARC RADIUS 100.92 FEET, AN ARC DISTANCE OF 138.38 FEET, CENTRAL ANGLE 90 DEGREES 00 MINUTES 00 SECONDS, CHORD 147.40 FEET, CHORD BEARING SOUTH 174 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 390.00 FEET, CHORD 400.00 FEET, CHORD BEARING SOUTH 374.37 FEET, CHORD ANGLE 35 DEGREES 00 MINUTES 00 SECONDS, CHORD 350.11 FEET; CHORD BEARING THENCE NORTH 78 DEGREES 50 MINUTES 32 SECONDS EAST 281.98 FEET TO THE POINT OF BEGINNING, CONTAINING 2.0433 ACRES OR 8008 SQUARE FEET, SUBJECT TO EASEMENTS OF RECORD, AND ON SHEET 1-C, AND LAND DESCRIBED ON SHEET 1-C.



REPLAT NO. 4 OF OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF

KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, 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 IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (x) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT WHERE SHOWN OTHERWISE NOTED.

WILLIAM L. ROSKELLY  
R.L.S. #1070  
23200 E. SIX MILE ROAD  
DETROIT, MICHIGAN 48240  
DATE--1-17-74

PLAN CERTIFICATION


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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DRAWINGS WAS PREPARED UNDER MY DIRECTION AND THAT THE ATTACHED DRAWINGS OF BUILDINGS AND IMPROVEMENTS ARE PROPOSED.

WILLIAM L. ROSKELLY  
R.L.S. #1070  
23200 E. SIX MILE ROAD  
DETROIT, MICHIGAN 48240  
DATE--1-17-74

CERTIFICATE OF RECORD, DEMANDED, MASTER DEED  
THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED OF KING'S COVE CONDOMINIUM, WAS ISSUED TO THE MASTER DEED PURSUANT TO ACT 239, PUBLIC ACTS OF 1969, AS AMENDED.  
DATE--1-17-74  
WILLIAM L. ROSKELLY  
R.L.S. #1070  
23200 E. SIX MILE ROAD  
DETROIT, MICHIGAN 48240  
BUREAU OF RECORDS AND SECURITIES  
DEPARTMENT OF COMMERCE

NOTE:  
BUILDING ELEVATIONS ARE SHOWN IN DETAIL ON MICROFILMED ARCHITECTURAL WORKING DRAWINGS ON FILE WITH THE MICHIGAN DEPARTMENT OF COMMERCE, SECURITIES BUREAU.

TITLE  
PAGE 2



RECEIVED  
JAN 21 1974  
MICHIGAN DEPARTMENT OF COMMERCE  
SECURITIES BUREAU

| DATE     | TIME  | TITLE   | PAGE |
|----------|-------|---|------|
| 11/11/51 | 10:00 | RECEIPT OF BUREAU OF<br>INVESTIGATION<br>FOR THE<br>FEDERAL BUREAU OF<br>INVESTIGATION<br>U. S. DEPARTMENT OF JUSTICE | 1    |

5. Third Amended Sheet 3B of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheet 3B of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheet 3B shall be of no further force or effect.

6. Fourth Amended Sheets 1, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheets 1, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 19, 20, 21, 22 and 23 shall be of no further force or effect.

7. The legal description of the condominium premises contained on Sheet 1D and on First Amended Sheet 1B, and the ingress-egress easement described on First Amended Sheet 1C of the Condominium Survey, shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended. The ingress-egress easement described on said First Amended Sheet 1C shall be a general common element of the Project.

In all other respects, other than as hereinabove indicated, the original Master Deed of King's Cove, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B," amended and recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

MULTIPLEX HOME CORPORATION OF MICHIGAN,  
a Michigan corporation

/s/ Carol Rae Stimer  
Carol Rae Stimer

By: /s/ John G. Daichendt  
John G. Daichendt, Secretary-Treasurer

/s/ Diane D. Krajewski  
Diane D. Krajewski

STATE OF MICHIGAN            )  
                                      )    SS.  
COUNTY OF OAKLAND        )

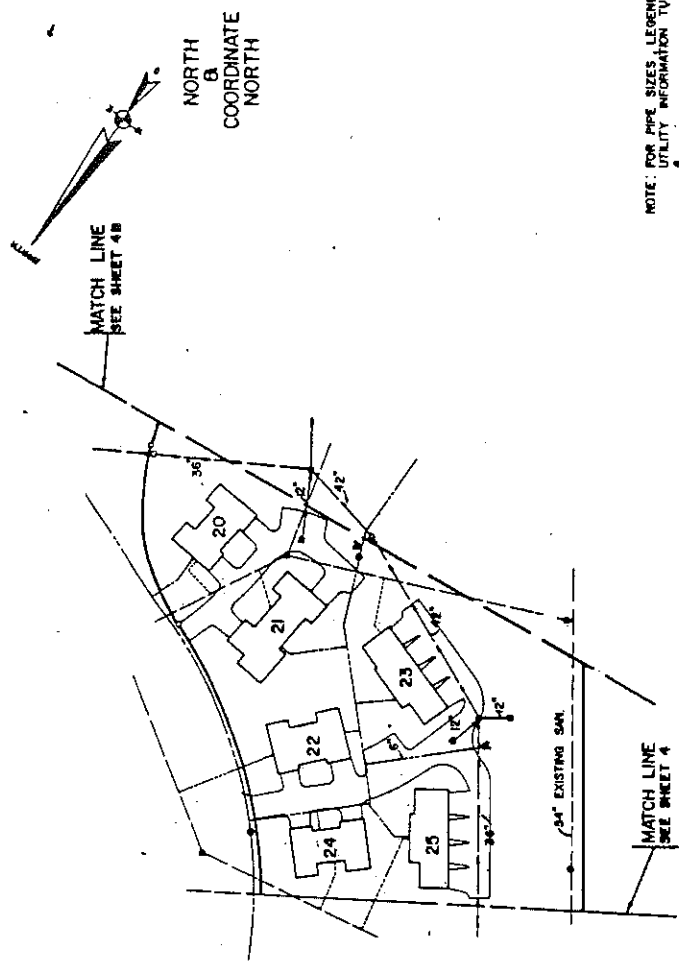
The foregoing Fourth Amendment to Master Deed of King's Cove was acknowledged before me this 26th day of March, 1975, by John G. Daichendt, the Secretary-Treasurer of MultiPlex Home Corporation of Michigan, a Michigan corporation, on behalf of the corporation.

/s/ Lawrence R. Rospierski  
Lawrence R. Rospierski  
Notary Public, Oakland County, Michigan  
My Commission Expires: 11/21/78

FOURTH AMENDMENT TO MASTER DEED DRAFTED BY:

Robert L. Nelson, of  
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG  
2700 City National Bank Building  
Detroit, Michigan 48226

WHEN RECORDED, RETURN TO DRAFTER.



NOTE: FOR PIPE SIZES, LEGEND AND OTHER  
UTILITY INFORMATION TURN TO SHEET  
4

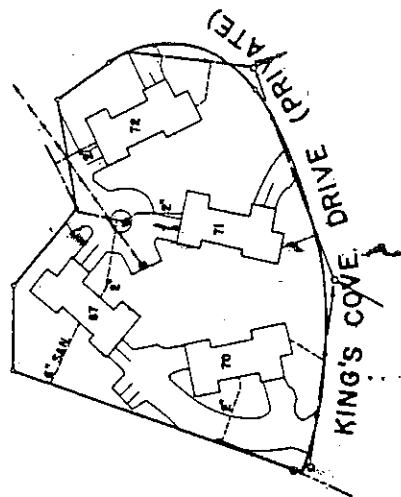
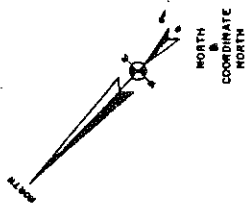
KING'S COVE

| LOCATION |             | DATE | BY |
|----------|-------------|------|----|
| AREA     | DESCRIPTION |      |    |
|          |             |      |    |

UTILITY PLAN

75-2-14  
 75-2-15  
 75-2-16  
 75-2-17  
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 75-2-97  
 75-2-98  
 75-2-99  
 75-2-100





| PIPE SIZE<br>(UNLESS OTHERWISE SPECIFIED) | UTILITY        | SOURCE OF LOCATION                       |
|---|----------------|--|
| 8"  | WATER MAIN     | BASNEY & SMITH                           |
| 6"  | WATER LEADS    | BASNEY & SMITH                           |
| 12"                                       | STORM SEWER    | BASNEY & SMITH                           |
| 8"  | STORM LEAD     | BASNEY & SMITH                           |
| 8"  | GAS            | WILL BE SHOWN<br>ON AS BUILT<br>DRAWINGS |
| 8"  | POWER          | BASNEY & SMITH                           |
| 8"  | TELEPHONE      | BASNEY & SMITH                           |
| 8"  | SANITARY SEWER | BASNEY & SMITH                           |
| 8"  | SANITARY LEADS | BASNEY & SMITH                           |

- MANHOLE  
 VALVE  
 WATER STOP  
 HYDRANT  
 UTILITY POLE  
 TRANSFORMER  
 WATER MAIN  
 SANITARY SEWER  
 SLOPE  
 UNDERGROUND CABLE  
 DE  
 NAT

# KING'S COVE

|   |          |
|---|----------|
| DATE  | 10-1-60  |
| BY  | W. J. B. |
| CHECKED BY  | W. J. B. |
| APPROVED BY   | W. J. B. |
| DESIGNED BY   | W. J. B. |
| DRAWN BY  | W. J. B. |
| SCALE   | 1" = 10' |
| BASNEY & SMITH, INC.<br>1000 10th St. N.E.<br>ALBUQUERQUE, N.M. |          |

## UTILITY PLAN

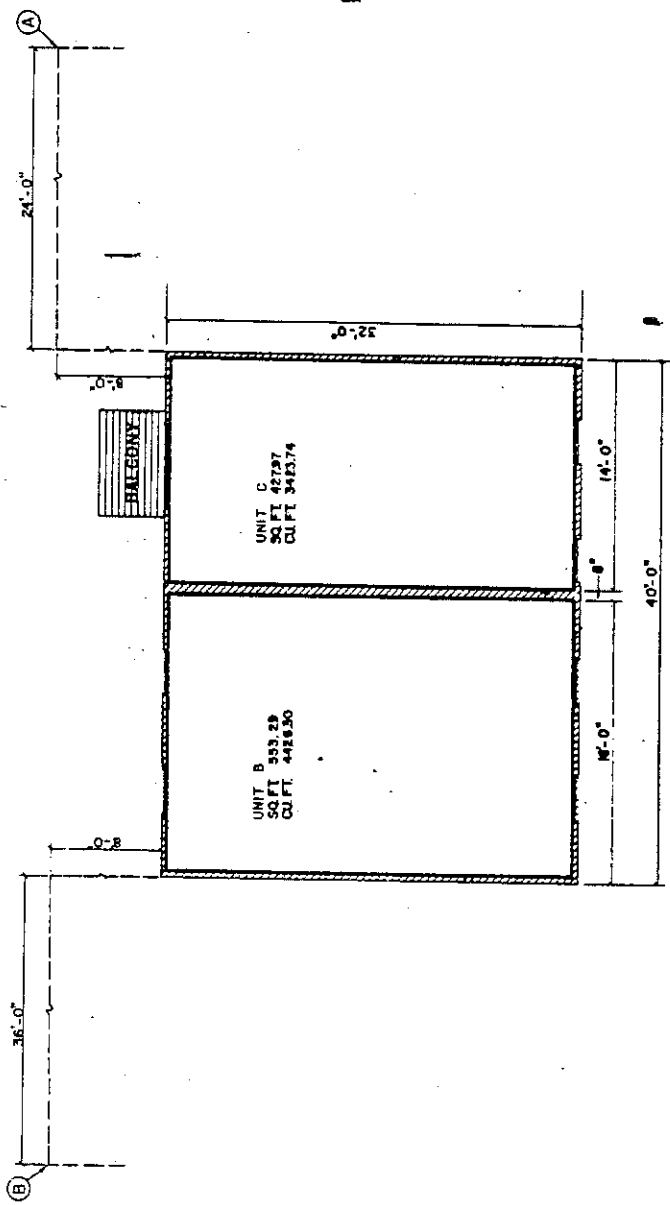






| BLDG NO | POINT | NORTH   | EAST    | BEARING     | FROM A |
|---------|-------|---------|---------|-------------|--------|
| 9       | B     | 4041.11 | 2391.14 | S27°00'00"E |        |
| 13      | B     | 4303.22 | 2282.30 | N45°30'00"E |        |
| 26      | B     | 4889.41 | 2075.61 | N67°00'00"W |        |
| 30      | B     | 4711.28 | 1818.79 | S17°40'00"W |        |
| 86      | A     | 3183.64 | 2922.07 | S54°20'00"W |        |
| 88      | A     | 2314.81 | 2739.60 | S60°00'00"W |        |
| 71      | A     | 3789.20 | 2897.88 | S17°30'00"W |        |
| 72      | C     | 3723.88 | 2837.29 | S58°30'00"W |        |

| UNIT |     |     |     |
|------|-----|-----|-----|
| A    | B   | C   | D   |
| 9    | 49  | 50  | 51  |
| 13   | 33  | 34  | 35  |
| 26   | 1   | 2   | 3   |
| 30   | 9   | 10  | 11  |
| 86   | 148 | 149 | 150 |
| 88   | 140 | 141 | 142 |
| 71   | 106 | 107 | 108 |
| 72   | 102 | 103 | 104 |



NOTE: ALL EXTERIOR WALLS ARE 4" LIMITS OF OWNERSHIP

# TYPICAL SECOND FLOOR PLAN

GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

KINGS COVE

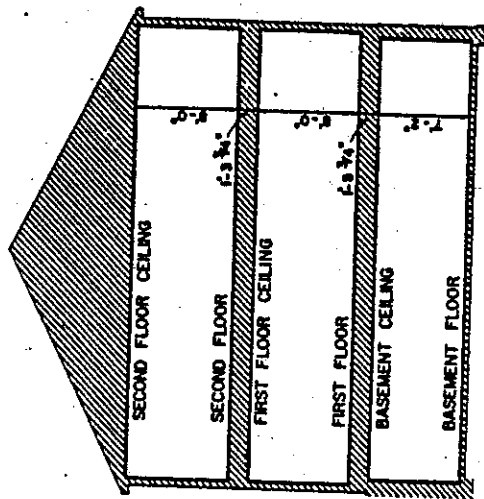
TYPICAL SECOND FLOOR PLAN, BLDG - 9, 13, 26, 30, 71, 72, 86, 88

DATE: 10/1/74

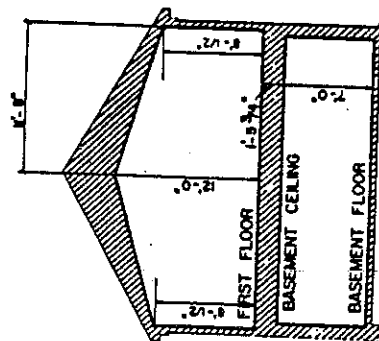
BY: J. A. SMITH, INC.

PROJECT: KINGS COVE

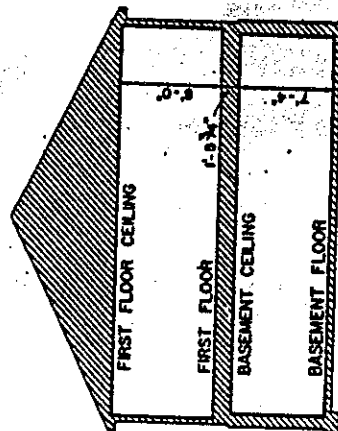
DESIGNING & ENGINEERING



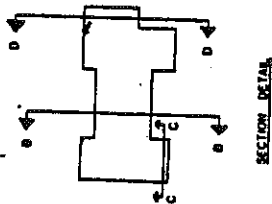
SECTION B-B



SECTION C-C



SECTION D-D



SECTION DETAIL

TABLE OF ELEVATIONS

| BLDG. | FIRST FLOOR |
|-------|-------------|
| 7     | 801.33      |
| 11    | 803.33      |
| 19    | 802.33      |
| 21    | 794.83      |
| 28    | 794.03      |
| 85    | 804.90      |
| 87    | 804.50      |
| 94    | 808.50      |

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
LIMITS OF OWNERSHIP

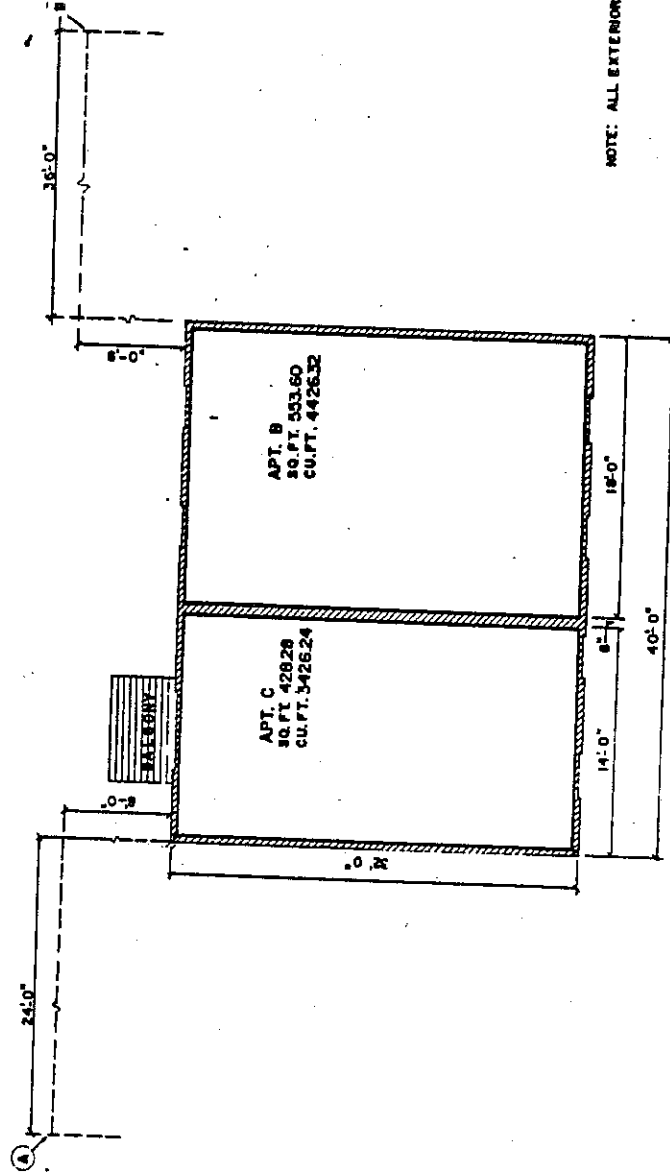
KING'S COVE

CROSS SECTIONS OF  
BLDGs-7, 11, 19, 21, 28  
85, 87, 94

17-73  
17-74  
17-75  
17-76  
17-77  
17-78  
17-79  
17-80  
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17-93  
17-94  
17-95  
17-96  
17-97  
17-98  
17-99  
17-100

| BLDG. NO. | POINT | NORTH   | EAST    | BEARING         | TO (FROM) POINT |
|-----------|-------|---------|---------|-----------------|-----------------|
| 7         | A     | 3953.41 | 2308.71 | N 83° 20' 00" E |                 |
| 11        | B     | 4254.01 | 2306.08 | N 82° 30' 00" E |                 |
| 19        | B     | 4166.33 | 2068.52 | S 89° 30' 00" E |                 |
| 21        | A     | 3490.63 | 2547.42 | N 45° 00' 00" E |                 |
| 23        | A     | 4896.90 | 896.77  | N 87° 36' 00" E |                 |
| 85        | C     | 3008.23 | 2848.32 | S 37° 00' 00" W |                 |
| 87        | B     | 3008.23 | 2839.63 | S 38° 00' 00" W |                 |
| 94        | A     | 3371.88 | 2842.05 | N 45° 30' 00" E |                 |

| UNIT | A   | B   | C   | D |
|------|-----|-----|-----|---|
| 7    | 535 | 455 | 508 |   |
| 11   | 373 | 383 | 394 |   |
| 19   | 131 | 141 | 151 |   |
| 21   | 737 | 757 | 767 |   |
| 23   | 516 | 578 |     |   |
| 85   | 445 | 464 | 477 |   |
| 87   | 272 | 283 | 293 |   |
| 94   | 403 | 403 | 404 |   |



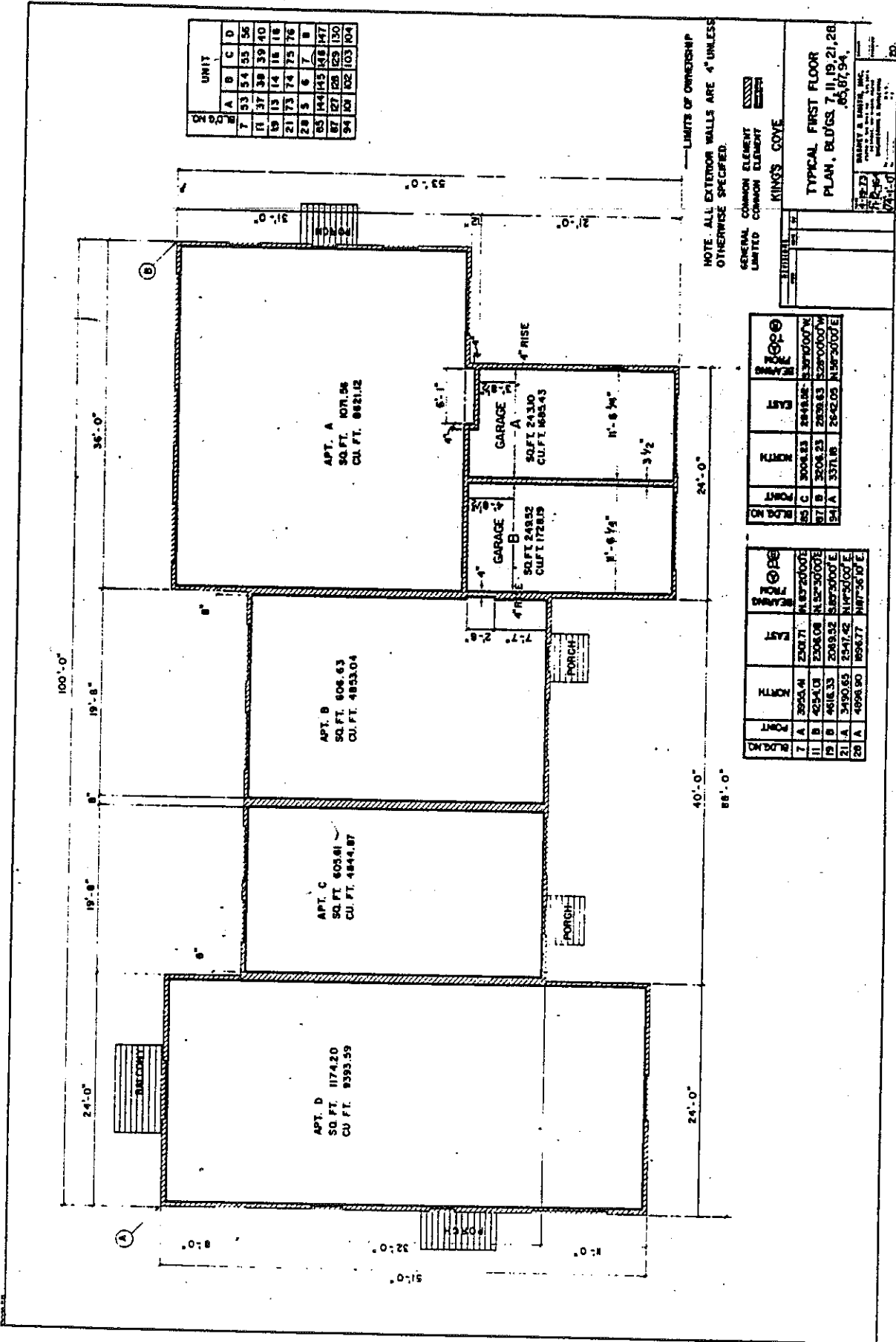
NOTE: ALL EXTERIOR WALLS ARE 4"

# TYPICAL SECOND FLOOR PLAN

— LIMITS OF OWNERSHIP

GENERAL COMMON ELEMENT 02222  
LIMITED COMMON ELEMENT

| KING'S COVE                               |         |
|---|---------|
| TYPICAL SECOND FLOOR                      |         |
| PLAN, BLDGS 7, 11, 19, 21, 23, 85, 87, 94 |         |
| DATE: 12/23/83                            | BY: JMS |
| SCALE: 1/8" = 1'-0"                       |         |
| KING'S COVE, INC.                         |         |
| 1000 N. 10th St., Suite 100               |         |
| Tulsa, Oklahoma 74103                     |         |



— LIMITS OF OWNERSHIP —  
NOTE: ALL EXTERIOR WALLS ARE 4" UNLESS OTHERWISE SPECIFIED.

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
KING'S COVE

TYPICAL FIRST FLOOR  
PLAN, BLDGS. 7, 11, 19, 21, 28,  
65, 87, 94.

DATE: 11/1/84  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

| UNIT | NO. | AREA    | VOLUME  |
|------|-----|---------|---------|
| 7    | A   | 2955.41 | 23077.1 |
| 11   | B   | 4254.03 | 23060.8 |
| 15   | B   | 4616.33 | 20893.2 |
| 21   | A   | 3490.65 | 22474.2 |
| 25   | A   | 4898.80 | 85967.7 |
| 31   | A   | 2955.41 | 23077.1 |
| 37   | B   | 4254.03 | 23060.8 |
| 43   | B   | 4616.33 | 20893.2 |
| 49   | A   | 3490.65 | 22474.2 |
| 55   | A   | 4898.80 | 85967.7 |
| 61   | A   | 2955.41 | 23077.1 |
| 67   | B   | 4254.03 | 23060.8 |
| 73   | B   | 4616.33 | 20893.2 |
| 79   | A   | 3490.65 | 22474.2 |
| 85   | A   | 4898.80 | 85967.7 |
| 91   | A   | 2955.41 | 23077.1 |
| 97   | B   | 4254.03 | 23060.8 |
| 103  | B   | 4616.33 | 20893.2 |
| 109  | A   | 3490.65 | 22474.2 |
| 115  | A   | 4898.80 | 85967.7 |

| UNIT | NO. | AREA    | VOLUME  |
|------|-----|---------|---------|
| 7    | A   | 2955.41 | 23077.1 |
| 11   | B   | 4254.03 | 23060.8 |
| 15   | B   | 4616.33 | 20893.2 |
| 21   | A   | 3490.65 | 22474.2 |
| 25   | A   | 4898.80 | 85967.7 |
| 31   | A   | 2955.41 | 23077.1 |
| 37   | B   | 4254.03 | 23060.8 |
| 43   | B   | 4616.33 | 20893.2 |
| 49   | A   | 3490.65 | 22474.2 |
| 55   | A   | 4898.80 | 85967.7 |
| 61   | A   | 2955.41 | 23077.1 |
| 67   | B   | 4254.03 | 23060.8 |
| 73   | B   | 4616.33 | 20893.2 |
| 79   | A   | 3490.65 | 22474.2 |
| 85   | A   | 4898.80 | 85967.7 |
| 91   | A   | 2955.41 | 23077.1 |
| 97   | B   | 4254.03 | 23060.8 |
| 103  | B   | 4616.33 | 20893.2 |
| 109  | A   | 3490.65 | 22474.2 |
| 115  | A   | 4898.80 | 85967.7 |



TABLE OF USC BGS ELEVATIONS

| BLDG. NO. | FIRST FLOOR ELEVATION |
|-----------|-----------------------|
| 1         | 774.50                |
| 2         | 774.50                |
| 3         | 774.50                |
| 4         | 774.50                |
| 5         | 774.50                |
| 6         | 774.50                |
| 7         | 774.50                |
| 8         | 774.50                |
| 9         | 774.50                |
| 10        | 774.50                |
| 11        | 774.50                |
| 12        | 774.50                |
| 13        | 774.50                |
| 14        | 774.50                |
| 15        | 774.50                |
| 16        | 774.50                |
| 17        | 774.50                |
| 18        | 774.50                |
| 19        | 774.50                |
| 20        | 774.50                |
| 21        | 774.50                |
| 22        | 774.50                |
| 23        | 774.50                |
| 24        | 774.50                |
| 25        | 774.50                |
| 26        | 774.50                |
| 27        | 774.50                |
| 28        | 774.50                |
| 29        | 774.50                |
| 30        | 774.50                |
| 31        | 774.50                |
| 32        | 774.50                |
| 33        | 774.50                |
| 34        | 774.50                |
| 35        | 774.50                |
| 36        | 774.50                |
| 37        | 774.50                |
| 38        | 774.50                |
| 39        | 774.50                |
| 40        | 774.50                |
| 41        | 774.50                |
| 42        | 774.50                |
| 43        | 774.50                |
| 44        | 774.50                |
| 45        | 774.50                |
| 46        | 774.50                |
| 47        | 774.50                |
| 48        | 774.50                |
| 49        | 774.50                |
| 50        | 774.50                |
| 51        | 774.50                |
| 52        | 774.50                |
| 53        | 774.50                |
| 54        | 774.50                |
| 55        | 774.50                |
| 56        | 774.50                |
| 57        | 774.50                |
| 58        | 774.50                |
| 59        | 774.50                |
| 60        | 774.50                |
| 61        | 774.50                |
| 62        | 774.50                |
| 63        | 774.50                |
| 64        | 774.50                |
| 65        | 774.50                |
| 66        | 774.50                |
| 67        | 774.50                |
| 68        | 774.50                |
| 69        | 774.50                |
| 70        | 774.50                |
| 71        | 774.50                |
| 72        | 774.50                |
| 73        | 774.50                |
| 74        | 774.50                |
| 75        | 774.50                |
| 76        | 774.50                |
| 77        | 774.50                |
| 78        | 774.50                |
| 79        | 774.50                |
| 80        | 774.50                |
| 81        | 774.50                |
| 82        | 774.50                |
| 83        | 774.50                |
| 84        | 774.50                |
| 85        | 774.50                |
| 86        | 774.50                |
| 87        | 774.50                |
| 88        | 774.50                |
| 89        | 774.50                |
| 90        | 774.50                |
| 91        | 774.50                |
| 92        | 774.50                |
| 93        | 774.50                |
| 94        | 774.50                |
| 95        | 774.50                |
| 96        | 774.50                |
| 97        | 774.50                |
| 98        | 774.50                |
| 99        | 774.50                |
| 100       | 774.50                |



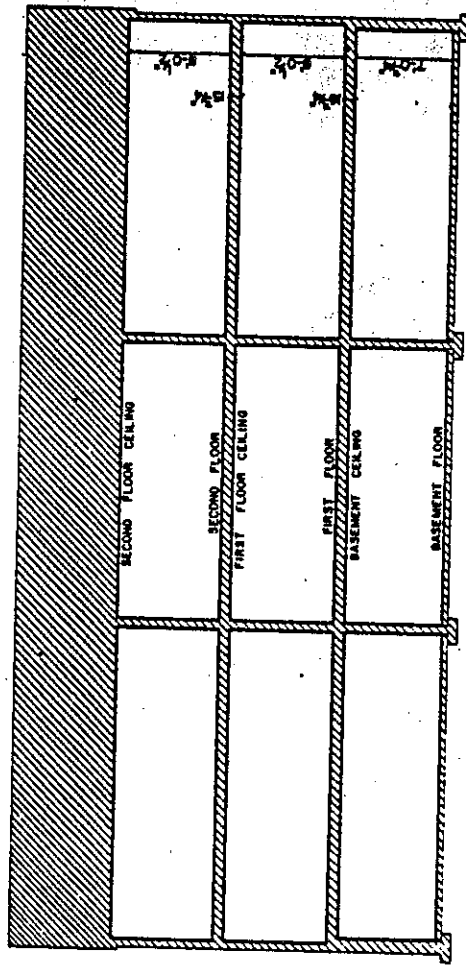
LONGITUDINAL SECTION DETAIL

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

KINGS COVE

LONGITUDINAL SECTION  
FOR BLDGS-5, 15, 24, 25  
17, 20, 22, 27, 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

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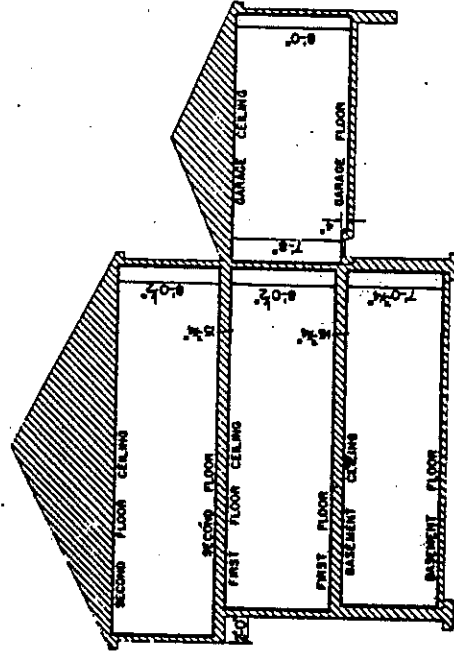
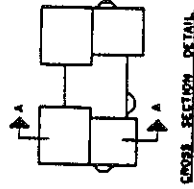


LONGITUDINAL SECTION B-B



TABLE OF USG B.G.S. ELEVATIONS

| BLDG. NO. | FIRST FLOOR ELEVATION | BLDG. NO. | FIRST FLOOR ELEVATION |
|-----------|-----------------------|-----------|-----------------------|
| 5         | 83183                 | 83        | 79008                 |
| 15        | 80033                 | 84        | 79050                 |
| 17        | 80033                 | 88        | 79050                 |
| 20        | 79663                 | 90        | 79117                 |
| 22        | 80033                 | 92        | 79117                 |
| 24        | 80033                 | 93        | 79408                 |
| 27        | 80033                 | 95        | 79579                 |
| 29        | 79963                 | 96        | 79100                 |
|           |                       | 97        | 79050                 |



CROSS SECTION A-A

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT 22222  
LIMITED COMMON ELEMENT 22222

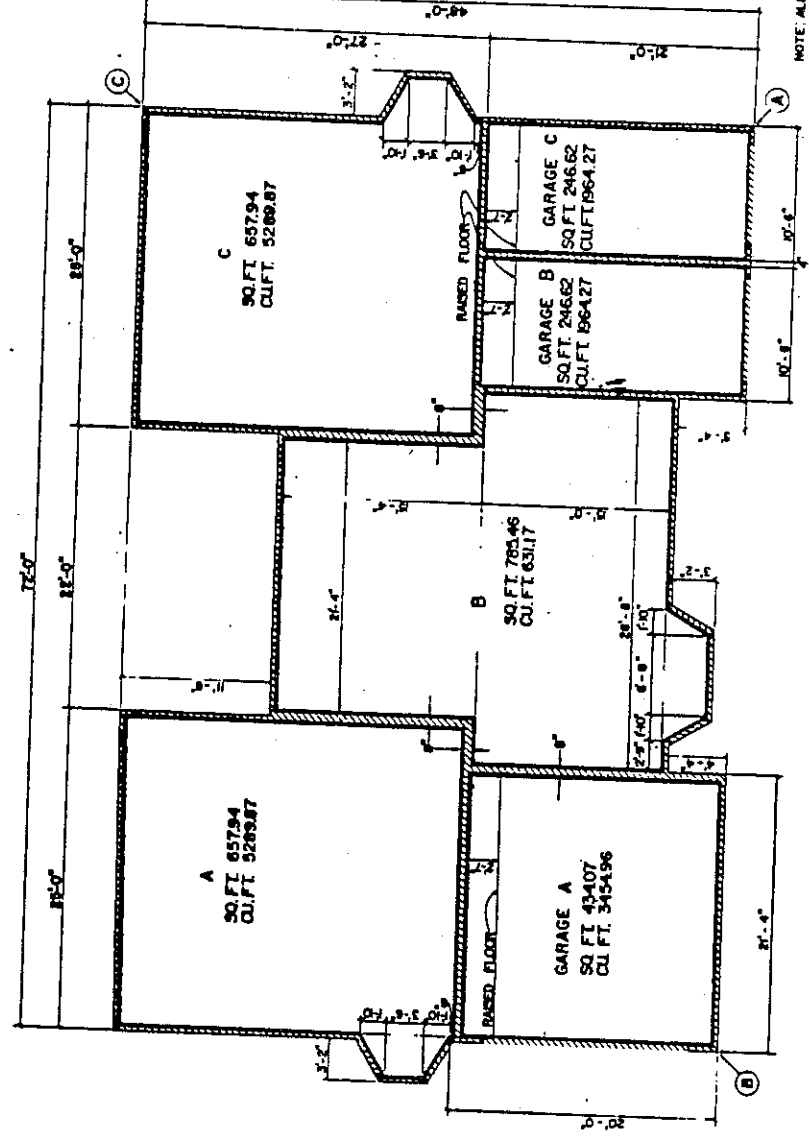
KING'S COVE

|  |                       |
|--|-----------------------|
| CROSS SECTION<br>FOR BLDGS. 5, 15, 24, 29<br>17, 20, 22, 27, 83, 84, 90, 92,<br>88, 96, 97, 98 |                       |
| 1-20-72  | BARRETT & SMITH, INC. |
| 11/23/84   | 11/23/84              |
| 1/2/85   | 1/2/85                |

| POINT | NORTH   | EAST    | BEARING         | TO   |
|-------|---------|---------|-----------------|------|
| 15 A  | 374.47  | 2386.65 | N 25° 40' 00" W | 16 A |
| 16 A  | 421.70  | 2131.50 | S 59° 40' 00" W | 17 A |
| 17 A  | 4434.28 | 2024.31 | N 82° 00' 00" E | 20 C |
| 20 C  | 3434.73 | 2548.13 | N 84° 00' 00" E | 22 D |
| 22 D  | 3695.78 | 2547.84 | N 83° 00' 00" E | 24 A |
| 24 A  | 3898.68 | 2398.09 | N 85° 40' 00" E | 27 D |
| 27 D  | 4673.71 | 2023.30 | S 05° 00' 00" W | 29 B |
| 29 B  | 4480.04 | 2822.50 | S 08° 00' 00" W | 83 A |
| 83 A  | 3078.97 | 2861.42 | S 14° 30' 00" W | 84 A |
| 84 A  | 3014.41 | 2736.84 | S 32° 00' 00" W | 90 A |
| 90 A  | 3245.33 | 2483.32 | N 84° 00' 00" W | 92 A |
| 92 A  | 387.64  | 2563.88 | N 84° 00' 00" W | 93 A |
| 93 A  | 3231.80 | 2473.72 | S 41° 00' 00" W | 95 A |
| 95 A  | 3282.26 | 2781.97 | S 48° 20' 00" E | 96 A |
| 96 A  | 3405.32 | 2568.19 | S 28° 30' 00" E | 97 A |
| 97 A  | 3303.70 | 2403.78 | S 23° 30' 00" E |      |

| UNIT | A   | B   | C  |
|------|-----|-----|----|
| 1    | 5   | 14  | 47 |
| 2    | 15  | 24  | 80 |
| 3    | 17  | 32  | 93 |
| 4    | 20  | 77  | 79 |
| 5    | 22  | 80  | 81 |
| 6    | 24  | 85  | 84 |
| 7    | 27  | 95  | 94 |
| 8    | 29  | 100 | 93 |
| 9    | 30  | 100 | 93 |
| 10   | 31  | 100 | 93 |
| 11   | 32  | 100 | 93 |
| 12   | 33  | 100 | 93 |
| 13   | 34  | 100 | 93 |
| 14   | 35  | 100 | 93 |
| 15   | 36  | 100 | 93 |
| 16   | 37  | 100 | 93 |
| 17   | 38  | 100 | 93 |
| 18   | 39  | 100 | 93 |
| 19   | 40  | 100 | 93 |
| 20   | 41  | 100 | 93 |
| 21   | 42  | 100 | 93 |
| 22   | 43  | 100 | 93 |
| 23   | 44  | 100 | 93 |
| 24   | 45  | 100 | 93 |
| 25   | 46  | 100 | 93 |
| 26   | 47  | 100 | 93 |
| 27   | 48  | 100 | 93 |
| 28   | 49  | 100 | 93 |
| 29   | 50  | 100 | 93 |
| 30   | 51  | 100 | 93 |
| 31   | 52  | 100 | 93 |
| 32   | 53  | 100 | 93 |
| 33   | 54  | 100 | 93 |
| 34   | 55  | 100 | 93 |
| 35   | 56  | 100 | 93 |
| 36   | 57  | 100 | 93 |
| 37   | 58  | 100 | 93 |
| 38   | 59  | 100 | 93 |
| 39   | 60  | 100 | 93 |
| 40   | 61  | 100 | 93 |
| 41   | 62  | 100 | 93 |
| 42   | 63  | 100 | 93 |
| 43   | 64  | 100 | 93 |
| 44   | 65  | 100 | 93 |
| 45   | 66  | 100 | 93 |
| 46   | 67  | 100 | 93 |
| 47   | 68  | 100 | 93 |
| 48   | 69  | 100 | 93 |
| 49   | 70  | 100 | 93 |
| 50   | 71  | 100 | 93 |
| 51   | 72  | 100 | 93 |
| 52   | 73  | 100 | 93 |
| 53   | 74  | 100 | 93 |
| 54   | 75  | 100 | 93 |
| 55   | 76  | 100 | 93 |
| 56   | 77  | 100 | 93 |
| 57   | 78  | 100 | 93 |
| 58   | 79  | 100 | 93 |
| 59   | 80  | 100 | 93 |
| 60   | 81  | 100 | 93 |
| 61   | 82  | 100 | 93 |
| 62   | 83  | 100 | 93 |
| 63   | 84  | 100 | 93 |
| 64   | 85  | 100 | 93 |
| 65   | 86  | 100 | 93 |
| 66   | 87  | 100 | 93 |
| 67   | 88  | 100 | 93 |
| 68   | 89  | 100 | 93 |
| 69   | 90  | 100 | 93 |
| 70   | 91  | 100 | 93 |
| 71   | 92  | 100 | 93 |
| 72   | 93  | 100 | 93 |
| 73   | 94  | 100 | 93 |
| 74   | 95  | 100 | 93 |
| 75   | 96  | 100 | 93 |
| 76   | 97  | 100 | 93 |
| 77   | 98  | 100 | 93 |
| 78   | 99  | 100 | 93 |
| 79   | 100 | 100 | 93 |
| 80   | 101 | 100 | 93 |
| 81   | 102 | 100 | 93 |
| 82   | 103 | 100 | 93 |
| 83   | 104 | 100 | 93 |
| 84   | 105 | 100 | 93 |
| 85   | 106 | 100 | 93 |
| 86   | 107 | 100 | 93 |
| 87   | 108 | 100 | 93 |
| 88   | 109 | 100 | 93 |
| 89   | 110 | 100 | 93 |
| 90   | 111 | 100 | 93 |
| 91   | 112 | 100 | 93 |
| 92   | 113 | 100 | 93 |
| 93   | 114 | 100 | 93 |
| 94   | 115 | 100 | 93 |
| 95   | 116 | 100 | 93 |
| 96   | 117 | 100 | 93 |
| 97   | 118 | 100 | 93 |
| 98   | 119 | 100 | 93 |
| 99   | 120 | 100 | 93 |
| 100  | 121 | 100 | 93 |
| 101  | 122 | 100 | 93 |
| 102  | 123 | 100 | 93 |
| 103  | 124 | 100 | 93 |
| 104  | 125 | 100 | 93 |
| 105  | 126 | 100 | 93 |
| 106  | 127 | 100 | 93 |
| 107  | 128 | 100 | 93 |
| 108  | 129 | 100 | 93 |
| 109  | 130 | 100 | 93 |
| 110  | 131 | 100 | 93 |
| 111  | 132 | 100 | 93 |
| 112  | 133 | 100 | 93 |
| 113  | 134 | 100 | 93 |
| 114  | 135 | 100 | 93 |
| 115  | 136 | 100 | 93 |
| 116  | 137 | 100 | 93 |
| 117  | 138 | 100 | 93 |
| 118  | 139 | 100 | 93 |
| 119  | 140 | 100 | 93 |
| 120  | 141 | 100 | 93 |
| 121  | 142 | 100 | 93 |
| 122  | 143 | 100 | 93 |
| 123  | 144 | 100 | 93 |
| 124  | 145 | 100 | 93 |
| 125  | 146 | 100 | 93 |
| 126  | 147 | 100 | 93 |
| 127  | 148 | 100 | 93 |
| 128  | 149 | 100 | 93 |
| 129  | 150 | 100 | 93 |
| 130  | 151 | 100 | 93 |
| 131  | 152 | 100 | 93 |
| 132  | 153 | 100 | 93 |
| 133  | 154 | 100 | 93 |
| 134  | 155 | 100 | 93 |
| 135  | 156 | 100 | 93 |
| 136  | 157 | 100 | 93 |
| 137  | 158 | 100 | 93 |
| 138  | 159 | 100 | 93 |
| 139  | 160 | 100 | 93 |
| 140  | 161 | 100 | 93 |
| 141  | 162 | 100 | 93 |
| 142  | 163 | 100 | 93 |
| 143  | 164 | 100 | 93 |
| 144  | 165 | 100 | 93 |
| 145  | 166 | 100 | 93 |
| 146  | 167 | 100 | 93 |
| 147  | 168 | 100 | 93 |
| 148  | 169 | 100 | 93 |
| 149  | 170 | 100 | 93 |
| 150  | 171 | 100 | 93 |
| 151  | 172 | 100 | 93 |
| 152  | 173 | 100 | 93 |
| 153  | 174 | 100 | 93 |
| 154  | 175 | 100 | 93 |
| 155  | 176 | 100 | 93 |
| 156  | 177 | 100 | 93 |
| 157  | 178 | 100 | 93 |
| 158  | 179 | 100 | 93 |
| 159  | 180 | 100 | 93 |
| 160  | 181 | 100 | 93 |
| 161  | 182 | 100 | 93 |
| 162  | 183 | 100 | 93 |
| 163  | 184 | 100 | 93 |
| 164  | 185 | 100 | 93 |
| 165  | 186 | 100 | 93 |
| 166  | 187 | 100 | 93 |
| 167  | 188 | 100 | 93 |
| 168  | 189 | 100 | 93 |
| 169  | 190 | 100 | 93 |
| 170  | 191 | 100 | 93 |
| 171  | 192 | 100 | 93 |
| 172  | 193 | 100 | 93 |
| 173  | 194 | 100 | 93 |
| 174  | 195 | 100 | 93 |
| 175  | 196 | 100 | 93 |
| 176  | 197 | 100 | 93 |
| 177  | 198 | 100 | 93 |
| 178  | 199 | 100 | 93 |
| 179  | 200 | 100 | 93 |
| 180  | 201 | 100 | 93 |
| 181  | 202 | 100 | 93 |
| 182  | 203 | 100 | 93 |
| 183  | 204 | 100 | 93 |
| 184  | 205 | 100 | 93 |
| 185  | 206 | 100 | 93 |
| 186  | 207 | 100 | 93 |
| 187  | 208 | 100 | 93 |
| 188  | 209 | 100 | 93 |
| 189  | 210 | 100 | 93 |
| 190  | 211 | 100 | 93 |
| 191  | 212 | 100 | 93 |
| 192  | 213 | 100 | 93 |
| 193  | 214 | 100 | 93 |
| 194  | 215 | 100 | 93 |
| 195  | 216 | 100 | 93 |
| 196  | 217 | 100 | 93 |
| 197  | 218 | 100 | 93 |
| 198  | 219 | 100 | 93 |
| 199  | 220 | 100 | 93 |
| 200  | 221 | 100 | 93 |
| 201  | 222 | 100 | 93 |
| 202  | 223 | 100 | 93 |
| 203  | 224 | 100 | 93 |
| 204  | 225 | 100 | 93 |
| 205  | 226 | 100 | 93 |
| 206  | 227 | 100 | 93 |
| 207  | 228 | 100 | 93 |
| 208  | 229 | 100 | 93 |
| 209  | 230 | 100 | 93 |
| 210  | 231 | 100 | 93 |
| 211  | 232 | 100 | 93 |
| 212  | 233 | 100 | 93 |
| 213  | 234 | 100 | 93 |
| 214  | 235 | 100 | 93 |
| 215  | 236 | 100 | 93 |
| 216  | 237 | 100 | 93 |
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| 218  | 239 | 100 | 93 |
| 219  | 240 | 100 | 93 |
| 220  | 241 | 100 | 93 |
| 221  | 242 | 100 | 93 |
| 222  | 243 | 100 | 93 |
| 223  | 244 | 100 | 93 |
| 224  | 245 | 100 | 93 |
| 225  | 246 | 100 | 93 |
| 226  | 247 | 100 | 93 |
| 227  | 248 | 100 | 93 |
| 228  | 249 | 100 | 93 |
| 229  | 250 | 100 | 93 |
| 230  | 251 | 100 | 93 |
| 231  | 252 | 100 | 93 |
| 232  | 253 | 100 | 93 |
| 233  | 254 | 100 | 93 |
| 234  | 255 | 100 | 93 |
| 235  | 256 | 100 | 93 |
| 236  | 257 | 100 | 93 |
| 237  | 258 | 100 | 93 |
| 238  | 259 | 100 | 93 |
| 239  | 260 | 100 | 93 |
| 240  | 261 | 100 | 93 |
| 241  | 262 | 100 | 93 |
| 242  | 263 | 100 | 93 |
| 243  | 264 | 100 | 93 |
| 244  | 265 | 100 | 93 |
| 245  | 266 | 100 | 93 |
| 246  | 267 | 100 | 93 |
| 247  | 268 | 100 | 93 |
| 248  | 269 | 100 | 93 |
| 249  | 270 | 100 | 93 |
| 250  | 271 | 100 | 93 |
| 251  | 272 | 100 | 93 |
| 252  | 273 | 100 | 93 |
| 253  | 274 | 100 | 93 |
| 254  | 275 | 100 | 93 |
| 255  | 276 | 100 | 93 |
| 256  | 277 | 100 | 93 |
| 257  | 278 | 100 | 93 |
| 258  | 279 | 100 | 93 |
| 259  | 280 | 100 | 93 |
| 260  | 281 | 100 | 93 |
| 261  | 282 | 100 | 93 |
| 262  | 283 | 100 | 93 |
| 263  | 284 | 100 | 93 |
| 264  | 285 | 100 | 93 |
| 265  | 286 | 100 | 93 |
| 266  | 287 | 100 | 93 |
| 267  | 288 | 100 | 93 |
| 268  | 289 | 100 | 93 |
| 269  | 290 | 100 | 93 |
| 270  | 291 | 100 | 93 |
| 271  | 292 | 100 | 93 |
| 272  | 293 | 100 | 93 |
| 273  | 294 | 100 | 93 |
| 274  | 295 | 100 | 93 |
| 275  | 296 | 100 | 93 |
| 276  | 297 | 100 | 93 |
| 277  | 298 | 100 | 93 |
| 278  | 299 | 100 | 93 |
| 279  | 300 | 100 | 93 |
| 280  | 301 | 100 | 93 |
| 281  | 302 | 100 | 93 |
| 282  | 303 | 100 | 93 |
| 283  | 304 | 100 | 93 |
| 284  | 305 | 100 | 93 |
| 285  | 306 | 100 | 93 |
| 286  | 307 | 100 | 93 |
| 287  | 308 | 100 | 93 |
| 288  | 309 | 100 | 93 |
| 289  | 310 | 100 | 93 |
| 290  | 311 | 100 | 93 |
| 291  | 312 | 100 | 93 |
| 292  | 313 | 100 | 93 |
| 293  | 314 | 100 | 93 |
| 294  | 315 | 100 | 93 |
| 295  | 316 | 100 | 93 |
| 296  | 317 | 100 | 93 |
| 297  | 318 | 100 | 93 |
| 298  | 319 | 100 | 93 |
| 299  | 320 | 100 | 93 |
| 300  | 321 | 100 | 93 |
| 301  | 322 | 100 | 93 |
| 302  | 323 | 100 | 93 |
| 303  | 324 | 100 | 93 |
| 304  | 325 | 100 | 93 |
| 305  | 326 | 100 | 93 |
| 306  | 327 | 100 | 93 |
| 307  | 328 | 100 | 93 |
| 308  | 329 | 100 | 93 |
| 309  | 330 | 100 | 93 |

| UNIT | NORTH   | EAST    | BEARING FROM NORTH |
|------|---------|---------|--------------------|
| 1    | 3778.47 | 2336.65 | N 62° 40' 00" W    |
| 2    | 4621.70 | 2131.50 | S 55° 40' 00" W    |
| 3    | 4438.28 | 2024.31 | N 67° 00' 00" E    |
| 4    | 3541.73 | 2546.13 | N 14° 40' 00" E    |
| 5    | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 6    | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 7    | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 8    | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 9    | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 10   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 11   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 12   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 13   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 14   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 15   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 16   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 17   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 18   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 19   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 20   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 21   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 22   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 23   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 24   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 25   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 26   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 27   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 28   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 29   | 3451.78 | 2371.84 | N 81° 00' 00" E    |
| 30   | 3451.78 | 2371.84 | N 81° 00' 00" E    |



| UNIT | A  | B   | C     |
|------|----|-----|-------|
| 1    | 5  | 2   | 87.86 |
| 2    | 15 | 91  | 50.88 |
| 3    | 17 | 52  | 23.24 |
| 4    | 20 | 77  | 78.79 |
| 5    | 22 | 80  | 81.82 |
| 6    | 24 | 85  | 84.83 |
| 7    | 27 | 95  | 96.97 |
| 8    | 29 | 100 | 99.96 |

NOTE: ALL WALLS ARE 4" UNLESS OTHERWISE SPECIFIED.

LIMITS OF OWNERSHIP.

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

# FIRST FLOOR PLAN

KING'S COVE

FIRST FLOOR PLAN  
BLDG. 50 FT. 20.22.24.71.23  
83.84.90.92.93.95.97.98.

|    |       |       |       |
|----|-------|-------|-------|
| 1  | 50.87 | 50.87 | 50.87 |
| 2  | 50.87 | 50.87 | 50.87 |
| 3  | 50.87 | 50.87 | 50.87 |
| 4  | 50.87 | 50.87 | 50.87 |
| 5  | 50.87 | 50.87 | 50.87 |
| 6  | 50.87 | 50.87 | 50.87 |
| 7  | 50.87 | 50.87 | 50.87 |
| 8  | 50.87 | 50.87 | 50.87 |
| 9  | 50.87 | 50.87 | 50.87 |
| 10 | 50.87 | 50.87 | 50.87 |
| 11 | 50.87 | 50.87 | 50.87 |
| 12 | 50.87 | 50.87 | 50.87 |
| 13 | 50.87 | 50.87 | 50.87 |
| 14 | 50.87 | 50.87 | 50.87 |
| 15 | 50.87 | 50.87 | 50.87 |
| 16 | 50.87 | 50.87 | 50.87 |
| 17 | 50.87 | 50.87 | 50.87 |
| 18 | 50.87 | 50.87 | 50.87 |
| 19 | 50.87 | 50.87 | 50.87 |
| 20 | 50.87 | 50.87 | 50.87 |
| 21 | 50.87 | 50.87 | 50.87 |
| 22 | 50.87 | 50.87 | 50.87 |
| 23 | 50.87 | 50.87 | 50.87 |
| 24 | 50.87 | 50.87 | 50.87 |
| 25 | 50.87 | 50.87 | 50.87 |
| 26 | 50.87 | 50.87 | 50.87 |
| 27 | 50.87 | 50.87 | 50.87 |
| 28 | 50.87 | 50.87 | 50.87 |
| 29 | 50.87 | 50.87 | 50.87 |
| 30 | 50.87 | 50.87 | 50.87 |

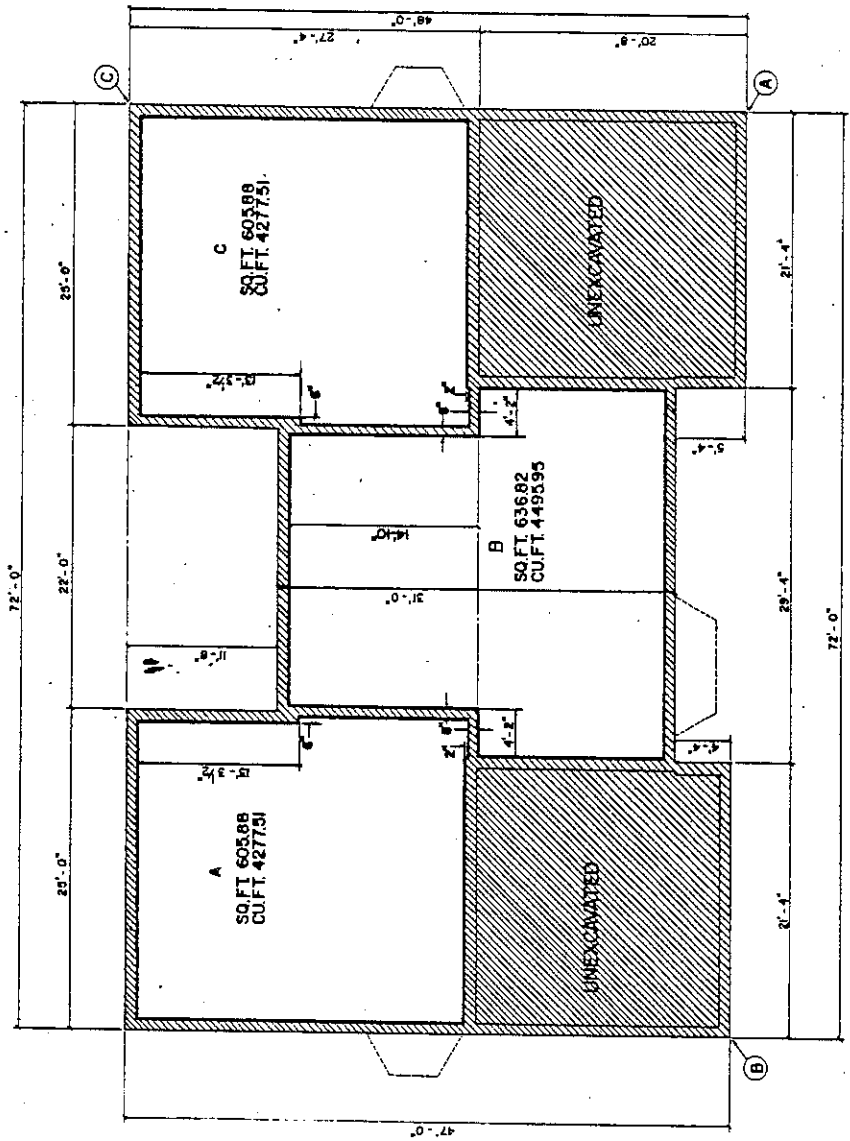
| BLDG. NO. | POINT | NORTH   | EAST    | BEARING TO FROM (A) (B) |
|-----------|-------|---------|---------|-------------------------|
| 5         | C     | 3774.47 | 2386.95 | N 25° 40' 00" W         |
| 16        | A     | 4421.70 | 2311.50 | S 35° 40' 00" W         |
| 17        | A     | 4438.26 | 2024.30 | N 82° 40' 00" E         |
| 20        | C     | 3431.75 | 2648.15 | N 14° 40' 00" E         |
| 22        | B     | 3655.76 | 2317.64 | N 57° 40' 00" E         |
| 24        | A     | 3659.86 | 2395.09 | N 55° 40' 00" E         |
| 27        | D     | 4873.74 | 2029.30 | S 68° 40' 00" W         |
| 28        | B     | 4690.06 | 1922.50 | S 67° 40' 00" W         |
| 33        | A     | 5078.97 | 2661.42 | S 14° 30' 00" W         |
| 84        | A     | 3111.41 | 2736.64 | S 32° 00' 00" W         |
| 90        | A     | 3245.53 | 2485.32 | N 84° 00' 00" W         |
| 92        | A     | 3197.64 | 2569.88 | N 84° 00' 00" W         |
| 93        | A     | 3238.80 | 2678.72 | S 47° 00' 00" W         |
| 95        | A     | 3282.28 | 2797.07 | E 48° 20' 00" E         |
| 96        | A     | 3403.32 | 2368.19 | S 28° 30' 00" E         |
| 97        | A     | 3303.70 | 2405.78 | S 29° 30' 00" E         |

| UNIT | A   | B   | C   |
|------|-----|-----|-----|
| 5    | 86  | 87  | 86  |
| 15   | 86  | 90  | 89  |
| 17   | 92  | 93  | 94  |
| 20   | 77  | 78  | 79  |
| 22   | 80  | 81  | 82  |
| 24   | 85  | 84  | 83  |
| 27   | 95  | 96  | 97  |
| 29   | 80  | 99  | 98  |
| 33   | 104 | 105 | 106 |
| 84   | 124 | 132 | 133 |
| 90   | 124 | 125 | 126 |
| 92   | 121 | 122 | 123 |
| 93   | 118 | 119 | 120 |
| 95   | 115 | 116 | 117 |
| 96   | 108 | 110 | 111 |
| 97   | 112 | 113 | 114 |

NOTE: ALL EXTERIOR WALLS 10"

LIMITS OF OWNERSHIP

GENERAL COMMON - ELEMENT LIMITED COMMON ELEMENT



BASEMENT PLAN

KING'S COVE

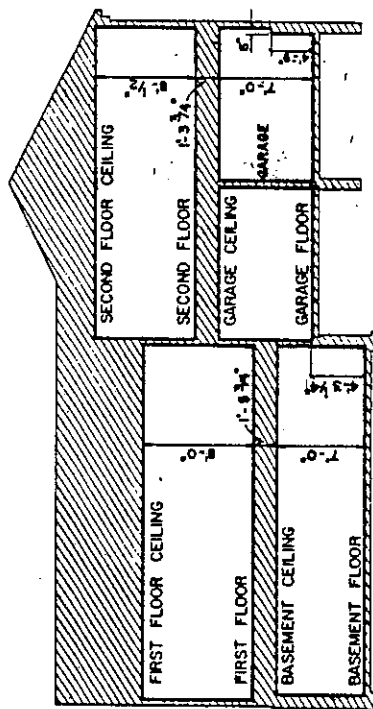
BASEMENT PLAN  
BLDG. - 5/17/20, 22, 24, 27, 29  
83, 84, 90, 92, 93, 95, 96, 97

|         |                         |
|---------|-------------------------|
| DATE    | 11/23/23                |
| BY      | SAHNEY A. SHAIK, INC.   |
| CHECKED | 11/23/23                |
| BY      | 11/23/23                |
| SCALE   | 1" = 10'-0"             |
| PROJECT | ENGINEERING & SURVEYING |



TABLE OF U.S.C. §§. ELEY

| Bldg. No. | First Floor Elevation |
|-----------|-----------------------|
| 9         | 802.33                |
| 13        | 807.33                |
| 26        | 810.33                |
| 30        | 794.83                |
| 86        | 796.6                 |
| 89        | 791.6                 |



**SECTION A - A**

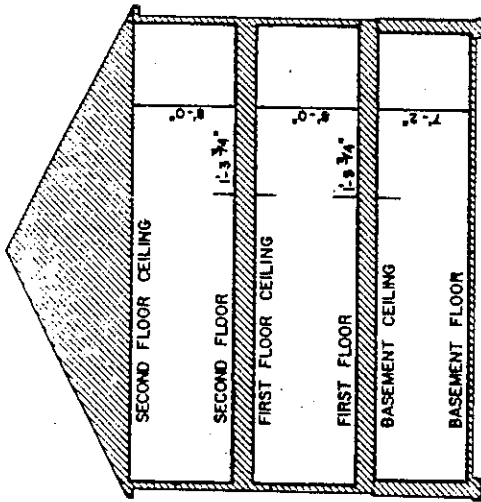
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

## LIMITS OF OWNERSHIP.

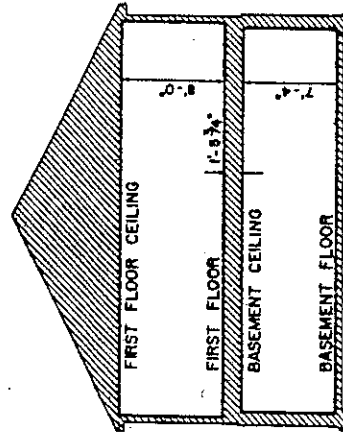
**KING'S COVE**

LONGITUDINAL SECTION  
OF BLD'GS- 9, 13, 26, 30DE,

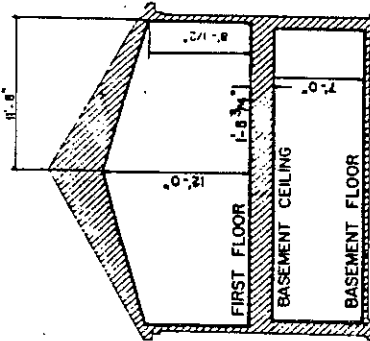
|        |  |        |
|--------|--|--------|
| 1-B-73 | WASNET & SMITH, INC.<br>2100 W. 10th St.<br>Oklahoma City<br>Oklahoma 40 | 1-B-73 |
| 1-B-74 | WASNET & SMITH, INC.<br>2100 W. 10th St.<br>Oklahoma City<br>Oklahoma 40 | 1-B-74 |



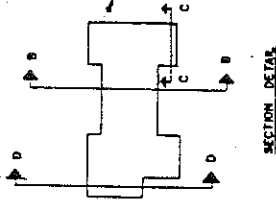
SECTION D-D



SECTION D-D



SECTION C-C



SECTION DETAIL

TABLE OF ELEVATIONS

| BLDG. | FIRST FLOOR | BASEMENT |
|-------|-------------|----------|
| 9     | 802.33      |          |
| 13    | 807.33      |          |
| 26    | 810.33      |          |
| 30    | 794.83      |          |
| 66    | 796.6       |          |
| 69    | 791.6       |          |
| 71    | 802.00      |          |
| 72    | 802.00      |          |

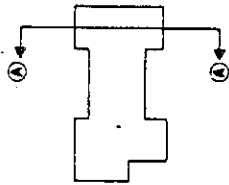
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

KING'S COVE

CROSS SECTIONS OF  
BLDGS - 9, 13, 26, 30,  
71, 72, 66, 69

|          |         |    |    |
|----------|---------|----|----|
| DATE     | 9-12-74 | BY | KL |
| REVISION | 7-17-84 | BY | KL |
| REVISION | 7-17-84 | BY | KL |
| REVISION | 7-17-84 | BY | KL |



SECTION DETAIL

TABLE OF V.A.C. B.A.S. ELEV.

| BLDG. NO. | FLOOR  | ELEVATION |
|-----------|--------|-----------|
| 1         | 80233  |           |
| 13        | 80233  |           |
| 28        | 81033  |           |
| 30        | 79443  |           |
| 85        | 796.6  |           |
| 89        | 791.6  |           |
| 71        | 802.00 |           |
| 72        | 802.00 |           |

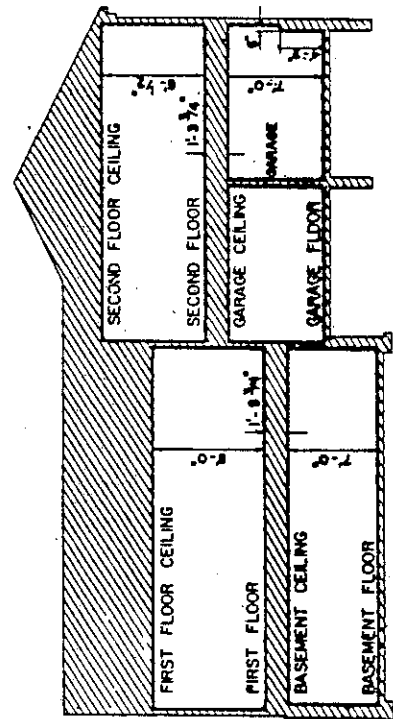
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

— LIMITS OF OWNERSHIP

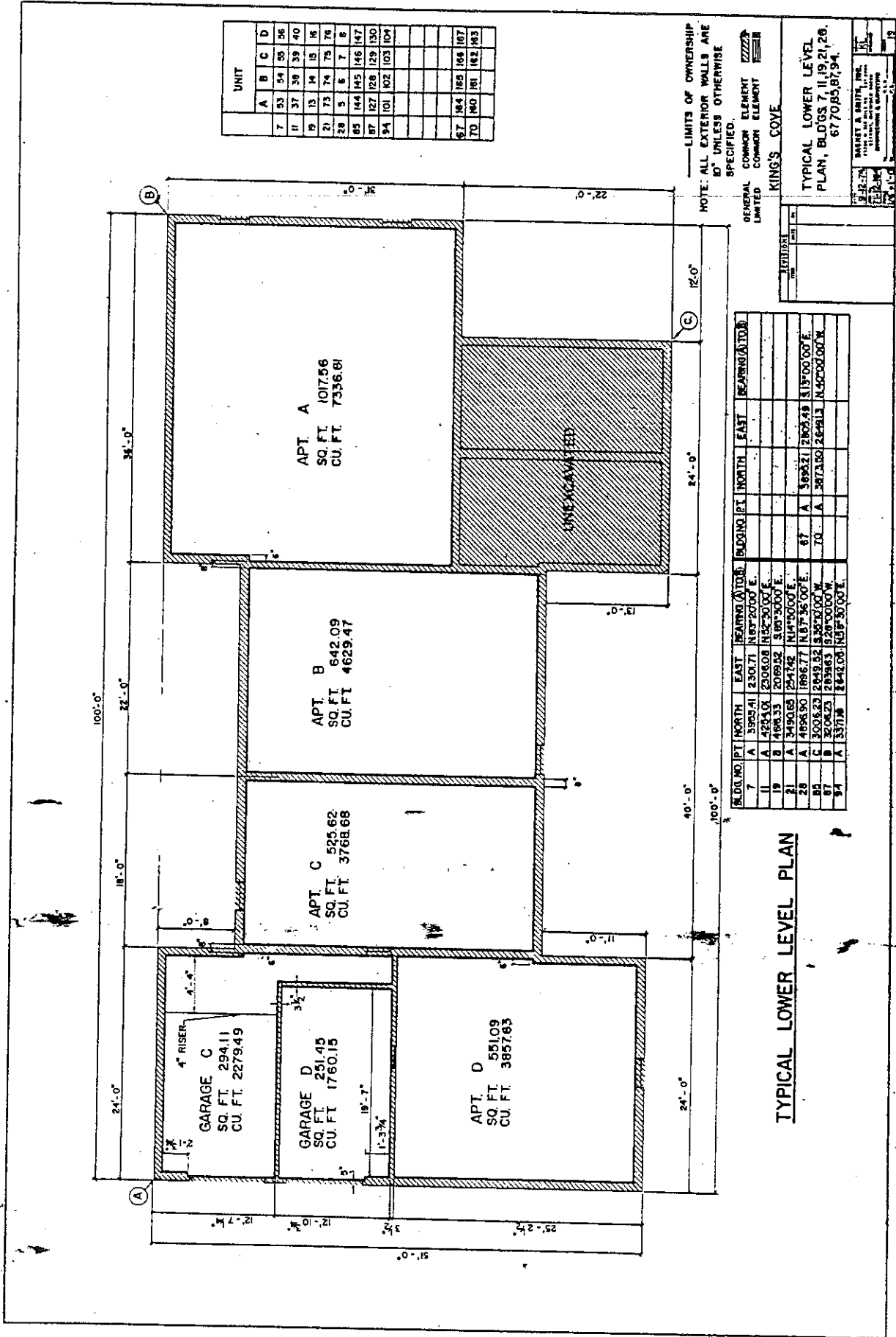
KING'S COVE

LONGITUDINAL SECTION  
OF BLDGS. 9, 13, 28, 30  
7/12/84

PROJECT A. BENTLEY, INC.  
1000 15th St. N.E.  
Atlanta, GA 30309  
404-525-1111

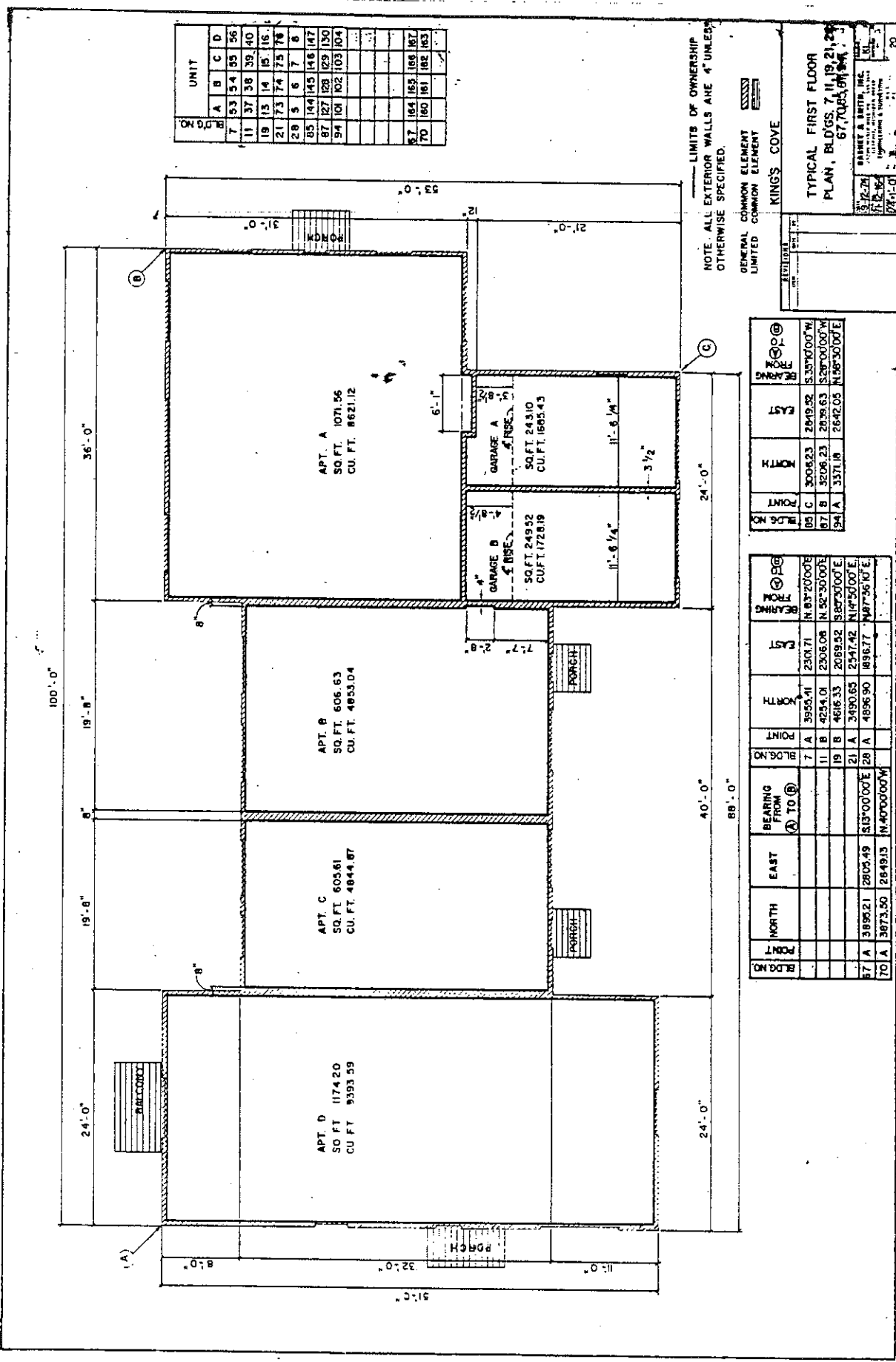


SECTION A-A





71



NOTE: LIMITS OF OWNERSHIP  
ALL EXTERIOR WALLS ARE 4" UNLESS  
OTHERWISE SPECIFIED.

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

KING'S COVE

TYPICAL FIRST FLOOR  
PLAN, BLDGS. 7, 11, 19, 21, 28  
67, 70, 85, 86, 94

BARNEY A. SMITH, INC.  
ARCHITECTS  
1000 15th St. N.E.  
Atlanta, Georgia 30309  
312-271-1234

| BLDG. NO. | POINT   | NORTH   | EAST         | BEARING FROM |
|-----------|---------|---------|--------------|--------------|
| 05 C      | 3006.23 | 2849.52 | 5357.000°W   |              |
| 87 B      | 3206.23 | 2859.63 | 520°00'00"E  |              |
| 94 A      | 3371.18 | 2842.05 | N 86°50'00"E |              |

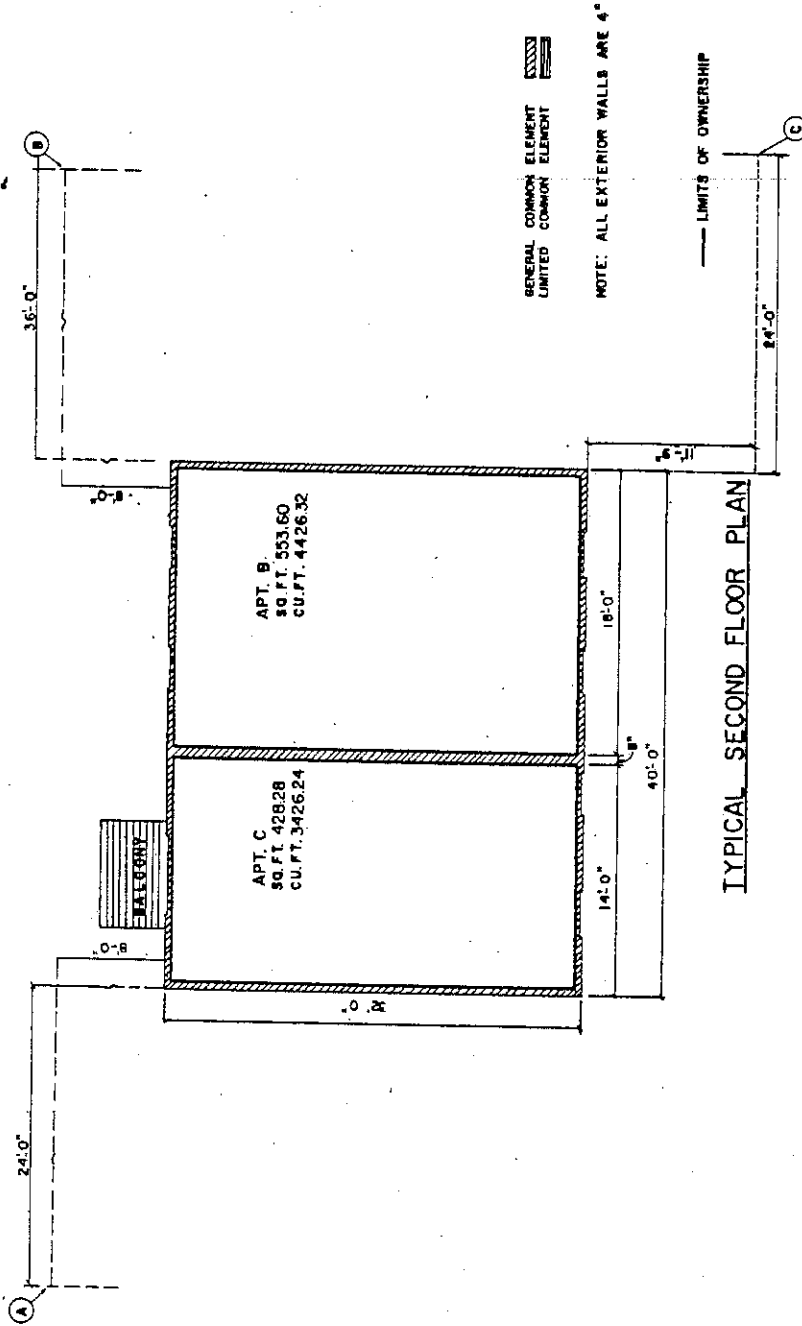
| BLDG. NO. | POINT   | NORTH   | EAST         | BEARING FROM |
|-----------|---------|---------|--------------|--------------|
| 7 A       | 3955.41 | 2301.71 | N 83°20'00"E |              |
| 11 B      | 4254.01 | 2508.08 | N 52°50'00"E |              |
| 19 B      | 4616.33 | 2089.52 | S 87°57'00"E |              |
| 21 A      | 3490.65 | 2347.42 | N 47°50'00"E |              |
| 28 A      | 4896.90 | 1896.77 | N 47°56'00"E |              |
| 67 A      | 3886.21 | 2805.49 | S 13°00'00"E |              |
| 70 A      | 3873.50 | 2849.13 | N 40°00'00"W |              |

| Bldg. No. | Point | North    | East    | Bearing From (A) TO (B) |
|-----------|-------|----------|---------|-------------------------|
| 7         | A     | 3955.41  | 2301.71 | N 83° 20' 00" E         |
| 11        | B     | 4254.01  | 2306.08 | N 52° 30' 00" E         |
| 19        | B     | 4816.33  | 2069.52 | S 85° 30' 00" E         |
| 21        | A     | 3490.653 | 2547.42 | N 14° 50' 00" E         |
| 26        | A     | 4896.90  | 1896.77 | N 87° 30' 00" E         |
| 85        | C     | 3006.23  | 2849.82 | S 37° 00' 00" W         |
| 87        | B     | 3206.23  | 2893.63 | S 28° 00' 00" W         |
| 94        | A     | 3371.18  | 2642.08 | N 75° 56' 30" 00" E     |
| 67        | A     | 3895.21  | 2805.49 | S 15° 00' 00" E         |
| 70        | A     | 3873.50  | 2849.13 | N 40° 00' 00" W         |

| UNIT      | A  | B   | C   | D   |
|-----------|----|-----|-----|-----|
| Bldg. No. | 67 | 184 | 185 | 186 |
| NO.       | 1  | 2   | 3   | 4   |

| UNIT      | A  | B   | C   | D   |
|-----------|----|-----|-----|-----|
| Bldg. No. | 67 | 184 | 185 | 186 |
| NO.       | 1  | 2   | 3   | 4   |

| Bldg. No. | Point | North   | East    | Bearing From (A) TO (B) |
|-----------|-------|---------|---------|-------------------------|
| 67        | A     | 3895.21 | 2805.49 | S 15° 00' 00" E         |
| 184       | B     | 4254.01 | 2306.08 | N 52° 30' 00" E         |
| 185       | C     | 3006.23 | 2849.82 | S 37° 00' 00" W         |
| 186       | D     | 3206.23 | 2893.63 | S 28° 00' 00" W         |



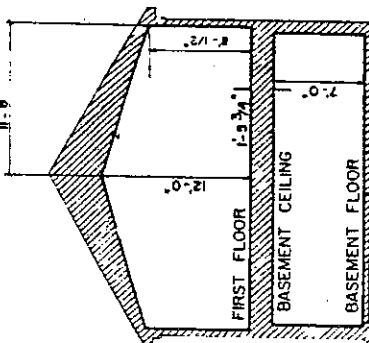
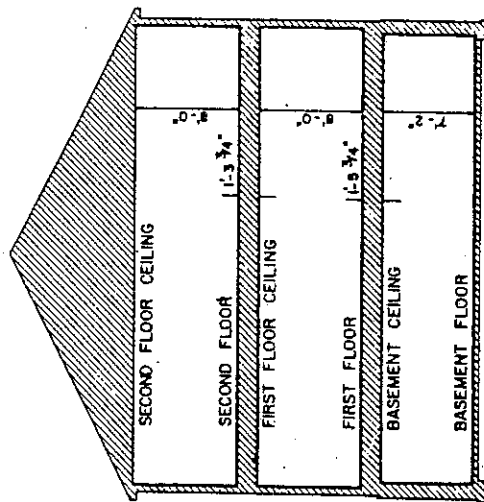
TYPICAL SECOND FLOOR PLAN

| BLDG. NO. | Point | North   | East    | Bearing From (A) TO (B) |
|-----------|-------|---------|---------|-------------------------|
| 67        | A     | 3895.21 | 2805.49 | S 15° 00' 00" E         |
| 184       | B     | 4254.01 | 2306.08 | N 52° 30' 00" E         |
| 185       | C     | 3006.23 | 2849.82 | S 37° 00' 00" W         |
| 186       | D     | 3206.23 | 2893.63 | S 28° 00' 00" W         |

| BLDG. NO. | Point | North   | East    | Bearing From (A) TO (B) |
|-----------|-------|---------|---------|-------------------------|
| 67        | A     | 3895.21 | 2805.49 | S 15° 00' 00" E         |
| 184       | B     | 4254.01 | 2306.08 | N 52° 30' 00" E         |
| 185       | C     | 3006.23 | 2849.82 | S 37° 00' 00" W         |
| 186       | D     | 3206.23 | 2893.63 | S 28° 00' 00" W         |

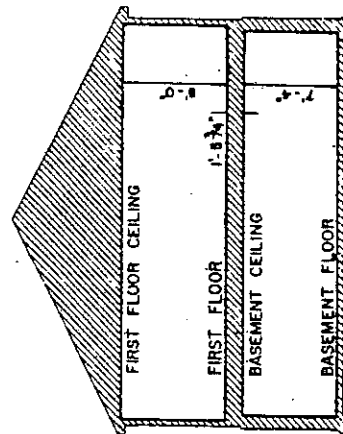
| BLDG. NO. | Point | North   | East    | Bearing From (A) TO (B) |
|-----------|-------|---------|---------|-------------------------|
| 67        | A     | 3895.21 | 2805.49 | S 15° 00' 00" E         |
| 184       | B     | 4254.01 | 2306.08 | N 52° 30' 00" E         |
| 185       | C     | 3006.23 | 2849.82 | S 37° 00' 00" W         |
| 186       | D     | 3206.23 | 2893.63 | S 28° 00' 00" W         |

| BLDG. NO. | Point | North   | East    | Bearing From (A) TO (B) |
|-----------|-------|---------|---------|-------------------------|
| 67        | A     | 3895.21 | 2805.49 | S 15° 00' 00" E         |
| 184       | B     | 4254.01 | 2306.08 | N 52° 30' 00" E         |
| 185       | C     | 3006.23 | 2849.82 | S 37° 00' 00" W         |
| 186       | D     | 3206.23 | 2893.63 | S 28° 00' 00" W         |



SECTION C-C

SECTION B-B



SECTION D-D

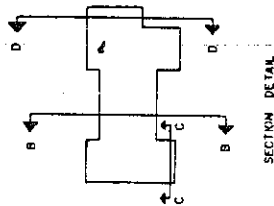


TABLE OF ELEVATIONS

| BLDG. | FIRST FL. | BLDG. | FIRST FL. |
|-------|-----------|-------|-----------|
| 7     | 801.33    | 11    | 803.33    |
| 11    | 803.33    | 19    | 802.33    |
| 19    | 802.33    | 21    | 798.83    |
| 21    | 798.83    | 28    | 799.03    |
| 28    | 799.03    | 87    | 803.00    |
| 87    | 803.00    | 70    | 802.00    |
| 70    | 802.00    | 87    | 808.50    |
| 87    | 808.50    | 94    | 818.50    |

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
LIMITS OF OWNERSHIP

KING'S COVE

CROSS SECTIONS OF  
BLDG'S. 7, 11, 19, 21, 28, 85,  
87, 94, 57, 70,

|    |    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|----|
| 7  | 11 | 19 | 21 | 28 | 85 | 87 | 94 |
| 57 | 70 |    |    |    |    |    |    |

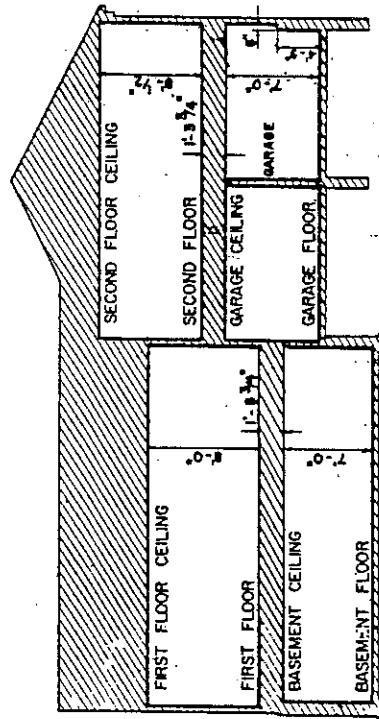
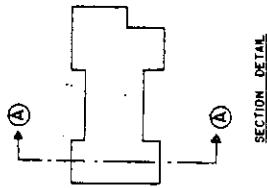


TABLE OF U.S.C. B.G.S. ELEV.

| BLDG. NO. | FIRST FLOOR ELEVATION |
|-----------|-----------------------|
| 87        | 803.00                |
| 7         | 802.00                |
| 11        | 801.33                |
| 19        | 802.33                |
| 21        | 798.83                |
| 28        | 798.03                |
| 83        | 802.50                |
| 87        | 803.50                |
| 94        | 808.50                |

GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

— LIMITS OF OWNERSHIP

KING'S COVE

LONGITUDINAL SECTION  
FOR BLDGS 7, 11, 19, 21, 28,  
83, 87, 94, 67, 70

| BLDG. NO. | FIRST FLOOR ELEVATION |
|-----------|-----------------------|
| 7         | 802.00                |
| 11        | 801.33                |
| 19        | 802.33                |
| 21        | 798.83                |
| 28        | 798.03                |
| 83        | 802.50                |
| 87        | 803.50                |
| 94        | 808.50                |

Securities Division  
Corporation & Securities Bureau  
5511 Enterprise Drive  
Lansing, Michigan 48913

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division  
(517) 373-0485  
Corporation Division  
(517) 373-0496  
Condominium Section  
(517) 373-6026

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

O R D E R

CONDITIONAL PERMIT TO SELL

In re: Application of Multiplex - Luber Limited Partnership, 4091 Shorecrest Dr., West Bloomfield, Michigan, Developer, for a Conditional Permit to Sell order for KINGS COVE CONDOMINIUM THIRD AMENDMENT, Avon Township, Michigan. (our file #72-169-C).

.....

1. Application having been duly made and examined, and
2. A Certificate of Approval of Amended Master Deed having been entered on January 29, 1975, and recorded on February 19, 1975, in Liber #6429, page 836, and the Master Deed having been recorded on February 19, 1975, in Liber #6429, pages 839 through 868 in the records of the Oakland County Register of Deeds.
3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
  - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
  - (c) That no unit be conveyed until an occupancy permit has been received.
  - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
  - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
4. This Conditional Permit to Sell becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.



Dated: February 19, 1975  
Lansing, Michigan

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By

Hugh H. Makens, Director  
Corporation & Securities Bureau

Securities Division  
Corporation & Securities Bureau  
5511 Enterprise Drive  
Lansing, Michigan 48910  
HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division  
(517) 373-0485  
Corporation Division  
(517) 373-0496  
Condominium Section  
(517) 373-8028

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

Recorded in Liber 6429,  
Page 836, Oakland County  
Records on February 19,  
1975.

O R D E R


CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

In re: Application of Multiplex - Luber Limited Partnership, 4091 Shorecrest Dr., West Bloomfield, Michigan, Developer, for a Certificate of Approval of Amended Master Deed for KINGS COVE CONDOMINIUM THIRD AMENDMENT, Avon Township, Michigan. (our file #72-169-C).

.....

1. Application having been duly made and examined.
2. A Certificate of Approval of the Amended Master Deed for the above condominium is hereby given to the Developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - a. That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
  - b. That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the issuance of a Permit to Sell.
  - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
  - d. When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.
3. This Certificate of Approval of the Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By   
Hugh H. Makens, Director  
Corporation & Securities Bureau

Dated: January 29, 1975  
Lansing, Michigan



Recorded in Liber 6445,  
Pages 46 through 64,  
Oakland County Records,  
on March 26, 1975.

FOURTH AMENDMENT TO MASTER DEED OF  
KING'S COVE

MultiPlex Home Corporation of Michigan, a Michigan corporation, being the Developer of King's Cove, a condominium project established pursuant to the Master Deed thereof, recorded on September 4, 1973, in Liber 6161, Pages 281 through 330, and First Amendment to the Master Deed, recorded on May 14, 1974, in Liber 6290, Pages 845 through 880, and Second Amendment to Master Deed, recorded on October 9, 1974, in Liber 6377, Pages 88 through 117, and Third Amendment to the Master Deed, recorded on February 19, 1975, in Liber 6429, Pages 839, through 868, Oakland County Records, and known as King's Cove, Oakland County Condominium Subdivision Plan No. 148, hereby amends the Master Deed of King's Cove pursuant to the authority reserved in Article VII of said Master Deed for the purposes of enlarging the condominium project from 183 units to 191 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V of said Master Deed. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium Project by this Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 830.00 feet and North 55 degrees 03 minutes 03 seconds East 426.21 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence North 22 degrees 00 minutes 00 seconds East 144.85 feet; thence South 68 degrees 00 minutes 00 seconds East 186.09 feet; thence along a curve to the right Radius 333.00 feet, an arc distance of 171.99 feet; thence South 16 degrees 39 minutes 54 seconds West 101.85 feet; thence North 68 degrees 00 minutes 00 seconds West 360.00 feet to the point of beginning. Subject to easements of record.

2. Fourth Amended Article V-C of said Master Deed of King's Cove as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Third Amended Article V-C of the Master Deed as recorded, and the Third Amended Article V-C shall be of no further force or effect.

FOURTH AMENDED ARTICLE V-C OF THE MASTER DEED OF  
KING'S COVE

ARTICLE V

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

| Apartment Number | Percentage of<br>Value Assigned |
|------------------|---------------------------------|
| 1                | .476                            |
| 2                | .500                            |
| 3                | .437                            |
| 4                | .500                            |
| 5                | .476                            |
| 6                | .500                            |
| 7                | .437                            |
| 8                | .500                            |
| 9                | .476                            |
| 10               | .500                            |
| 11               | .437                            |
| 12               | .500                            |
| 13               | .476                            |

|    |      |
|----|------|
| 14 | .500 |
| 15 | .437 |
| 16 | .500 |
| 17 | .564 |
| 18 | .604 |
| 19 | .604 |
| 20 | .500 |
| 21 | .564 |
| 22 | .604 |
| 23 | .604 |
| 24 | .500 |
| 25 | .564 |
| 26 | .604 |
| 27 | .604 |
| 28 | .500 |
| 29 | .564 |
| 30 | .604 |
| 31 | .604 |
| 32 | .500 |
| 33 | .475 |
| 34 | .500 |
| 35 | .437 |
| 36 | .500 |
| 37 | .475 |
| 38 | .500 |
| 39 | .437 |
| 40 | .500 |
| 41 | .564 |
| 42 | .604 |
| 43 | .604 |
| 44 | .500 |
| 45 | .564 |
| 46 | .604 |
| 47 | .604 |
| 48 | .500 |
| 49 | .475 |
| 50 | .500 |
| 51 | .437 |
| 52 | .500 |
| 53 | .475 |
| 54 | .500 |
| 55 | .437 |
| 56 | .500 |
| 57 | .564 |
| 58 | .604 |
| 59 | .604 |
| 60 | .500 |
| 61 | .564 |
| 62 | .604 |
| 63 | .604 |
| 64 | .500 |
| 65 | .564 |
| 66 | .604 |
| 67 | .604 |
| 68 | .500 |
| 69 | .564 |
| 70 | .604 |
| 71 | .604 |
| 72 | .500 |
| 73 | .475 |
| 74 | .500 |
| 75 | .437 |
| 76 | .500 |
| 77 | .564 |



|     |      |
|-----|------|
| 78  | .564 |
| 79  | .539 |
| 80  | .564 |
| 81  | .564 |
| 82  | .539 |
| 83  | .539 |
| 84  | .564 |
| 85  | .564 |
| 86  | .539 |
| 87  | .564 |
| 88  | .564 |
| 89  | .539 |
| 90  | .564 |
| 91  | .564 |
| 92  | .564 |
| 93  | .564 |
| 94  | .539 |
| 95  | .564 |
| 96  | .564 |
| 97  | .539 |
| 98  | .539 |
| 99  | .564 |
| 100 | .564 |
| 101 | .475 |
| 102 | .500 |
| 103 | .437 |
| 104 | .500 |
| 105 | .564 |
| 106 | .564 |
| 107 | .500 |
| 108 | .564 |
| 109 | .564 |
| 110 | .564 |
| 111 | .539 |
| 112 | .564 |
| 113 | .564 |
| 114 | .539 |
| 115 | .564 |
| 116 | .564 |
| 117 | .539 |
| 118 | .564 |
| 119 | .564 |
| 120 | .539 |
| 121 | .564 |
| 122 | .564 |
| 123 | .539 |
| 124 | .564 |
| 125 | .564 |
| 126 | .539 |
| 127 | .475 |
| 128 | .500 |
| 129 | .437 |
| 130 | .500 |
| 131 | .564 |
| 132 | .564 |
| 133 | .539 |
| 134 | .564 |
| 135 | .564 |
| 136 | .539 |
| 137 | .539 |
| 138 | .564 |
| 139 | .564 |
| 140 | .475 |
| 141 | .500 |

|     |      |
|-----|------|
| 142 | .437 |
| 143 | .500 |
| 144 | .475 |
| 145 | .500 |
| 146 | .437 |
| 147 | .500 |
| 148 | .475 |
| 149 | .500 |
| 150 | .437 |
| 151 | .500 |
| 152 | .475 |
| 153 | .500 |
| 154 | .437 |
| 155 | .500 |
| 156 | .475 |
| 157 | .500 |
| 158 | .437 |
| 159 | .500 |
| 160 | .475 |
| 161 | .500 |
| 162 | .437 |
| 163 | .500 |
| 164 | .475 |
| 165 | .500 |
| 166 | .437 |
| 167 | .500 |
| 168 | .564 |
| 169 | .564 |
| 170 | .437 |
| 171 | .564 |
| 172 | .475 |
| 173 | .500 |
| 174 | .437 |
| 175 | .500 |
| 176 | .475 |
| 177 | .500 |
| 178 | .437 |
| 179 | .500 |
| 180 | .564 |
| 181 | .564 |
| 182 | .500 |
| 183 | .564 |
| 184 | .475 |
| 185 | .500 |
| 186 | .437 |
| 187 | .500 |
| 188 | .500 |
| 189 | .604 |
| 190 | .604 |
| 191 | .564 |

3. First Amended Sheets 1B, 15, 16, 17 and 18 of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede originally recorded Sheets 1B, 15, 16, 17 and 18 of the Condominium Subdivision Plan of King's Cove and the originally recorded Sheets 1B, 15, 16, 17 and 18 shall be of no further force or effect.

4. Second Amended Sheets 1A, 2B and 4B of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheets 1A, 2B and 4B of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheets 1A, 2B and 4B shall be of no further force or effect.

5. Third Amended Sheet 3B of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheet 3B of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheet 3B shall be of no further force or effect.

6. Fourth Amended Sheets 1, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheets 1, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 19, 20, 21, 22 and 23 shall be of no further force or effect.

7. The legal description of the condominium premises contained on Sheet 1D and on First Amended Sheet 1B, and the ingress-egress easement described on First Amended Sheet 1C of the Condominium Survey, shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended. The ingress-egress easement described on said First Amended Sheet 1C shall be a general common element of the Project.

In all other respects, other than as hereinabove indicated, the original Master Deed of King's Cove, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B," amended and recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

MULTIPLEX HOME CORPORATION OF MICHIGAN,  
a Michigan corporation

/s/ Carol Rae Stimer  
Carol Rae Stimer

By: /s/ John G. Daichendt  
John G. Daichendt, Secretary-Treasurer

/s/ Diane D. Krajewski  
Diane D. Krajewski

STATE OF MICHIGAN        )  
                              ) SS.  
COUNTY OF OAKLAND     )

The foregoing Fourth Amendment to Master Deed of King's Cove was acknowledged before me this 26th day of March, 1975, by John G. Daichendt, the Secretary-Treasurer of MultiPlex Home Corporation of Michigan, a Michigan corporation, on behalf of the corporation.

/s/ Lawrence R. Rospierski  
Lawrence R. Rospierski  
Notary Public, Oakland County, Michigan  
My Commission Expires: 11/21/78

FOURTH AMENDMENT TO MASTER DEED DRAFTED BY:

Robert L. Nelson, of  
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG  
2700 City National Bank Building  
Detroit, Michigan 48226

WHEN RECORDED, RETURN TO DRAFTER.

REPLAT NO. 4 OF  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF  
KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN


DEVELOPER  
MULTIPLY HOME CORP OF MICH.  
4031 SHORE CREST  
WEST BLOOMFIELD, MICHIGAN 48033

SURVEYOR  
JAMES E. SMITH, INC.  
28200 E. SIX MILE ROAD  
DETROIT, MICHIGAN  
48240

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  - 2A. SURVEY PLAN CONTINUED
  - 2B. SURVEY PLAN CONTINUED
  - 3. SITE PLAN
  - 3A. SITE PLAN CONTINUED
  - 3B. SITE PLAN CONTINUED
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  - 5. LOWER LEVEL PLAN, BLDG'S 9, 12, 28, 30
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  - 11. FIRST FLOOR PLAN OF BLDG'S 9, 12, 28, 30
  - 12. SECOND FLOOR PLAN OF BLDG'S 9, 12, 28, 30
  - 13. CROSS SECTION OF BLDG'S 9, 12, 28, 30
  - 14. LONGITUDINAL SECTION OF BLDG'S 9, 12, 28, 30

- \*15. LOWER LEVEL PLAN, BLDG'S 1, 4, 5, 8, 10, 12, 16,
- \*16. FIRST FLOOR PLAN, BLDG'S 1, 4, 5, 8, 10, 12, 16,
- \*17. SECOND FLOOR PLAN, BLDG'S 1, 4, 5, 8, 10, 12,
- \*18. CROSS SECTIONS OF BLDG'S 1, 4, 5, 8, 10, 12, 16, 28, 30
- \*19. LOWER LEVEL PLAN, BLDG'S 2, 7, 11, 13, 21, 28, 32,
- \*20. FIRST FLOOR PLAN, BLDG'S 2, 7, 11, 13, 21, 28, 32,
- \*21. SECOND FLOOR PLAN, BLDG'S 2, 7, 11, 13, 21, 28,
- \*22. CROSS SECTIONS OF BLDG'S 2, 7, 11, 13, 21, 28, 32,
- \*23. LONGITUDINAL SECTION OF BLDG'S 2, 7, 11, 13, 21, 28,
- \*24. LOWER LEVEL PLAN, BLDG. 14
- \*25. FIRST FLOOR PLAN, BLDG. 14
- \*26. SECOND FLOOR PLAN, BLDG. 14
- \*27. BASEMENT PLAN FOR BLDG. 88
- \*28. FIRST FLOOR PLAN FOR BLDG. 88
- \*29. SECOND FLOOR PLAN FOR BLDG. 88
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- \*31. FIRST FLOOR PLAN FOR BLDG. 91, 91
- \*32. SECOND FLOOR PLAN FOR BLDG. 91, 91
- \*33. CROSS SECTION FOR BLDG. 91, 91
- \*34. LONGITUDINAL SECTION FOR BLDG. 91, 91
- \*35. BASEMENT PLAN FOR BLDG. 33
- \*36. FIRST FLOOR PLAN FOR BLDG. 33
- \*37. SECOND FLOOR PLAN FOR BLDG. 33
- \*38. CROSS SECTION FOR BLDG. 33
- \*39. LONGITUDINAL SECTION FOR BLDG. 33

NOTE:  
KING'S COVE IS A MULTI-PHASE CONDOMINIUM  
PROJECT. THE ASTERISK (\*) INDICATES AMENDED  
OR ARE NEW SHEETS WHICH ARE REVISED DATED  
9-23-74. THESE SHEETS WITH THIS SUBMISSION  
ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO  
THOSE PREVIOUSLY RECORDED.

|   |                                       |
|---|---------------------------------------|
|  | <p>148-1</p> <p>TITLE</p> <p>PAGE</p> |
|---|---------------------------------------|

REPLAT NO. 4 OF OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF

KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE

I, WILLIAM L. ROSEVELLY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUNDS MADE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO EXALTE THE SURVEY TO BE REPRODUCED.

I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (o) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT WHEREINSE NOTED  
DATE *Nov 4, 1974*  
WILLIAM L. ROSEVELLY  
BACHELOR OF SCIENCE, INC.  
22300 E. SIX MILE ROAD  
DETROIT, MICHIGAN 48240

PLAN CERTIFICATE

I, WILLIAM L. ROSEVELLY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DRAWINGS WAS PREPARED UNDER MY DIRECTION AND THAT THE ATTACHED GRANTINGS OF BUILDINGS AND IMPROVEMENTS ARE PROPOSED.  
DATE *Nov 4, 1974*  
WILLIAM L. ROSEVELLY  
BACHELOR OF SCIENCE, INC.  
22300 E. SIX MILE ROAD  
DETROIT, MICHIGAN 48240

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED OF KING'S COVE CONDOMINIUM, WAS ISSUED TODAY PURSUANT TO ACT 239, PUBLIC ACTS OF 1963 AS AMENDED.  
DATE *3-11-75*  
RICHARD W. HARRIS, DIRECTOR  
REGISTRATION AND SECURITIES  
DEPARTMENT OF COMMERCE



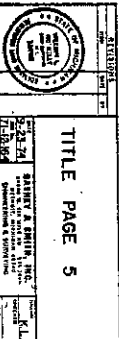
NOTE:  
BUILDING ELEVATIONS ARE SHOWN IN DETAIL ON MICROFILMED ARCHITECTURAL WORKING DRAWINGS ON FILE WITH THE MICHIGAN DEPARTMENT OF COMMERCE, SECURITIES BUREAU.

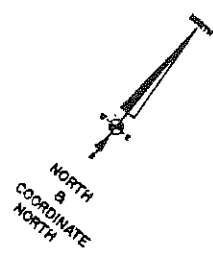
|  |                                  |
|--|----------------------------------|
|  |                                  |
| TITLE  |                                  |
| PAGE 2   |                                  |
| RECEIVED<br>DEPT. OF COMMERCE<br>SECURITIES BUREAU<br>MICHIGAN<br>1974 | 11-11-74<br>11-11-74<br>11-11-74 |

**AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN**

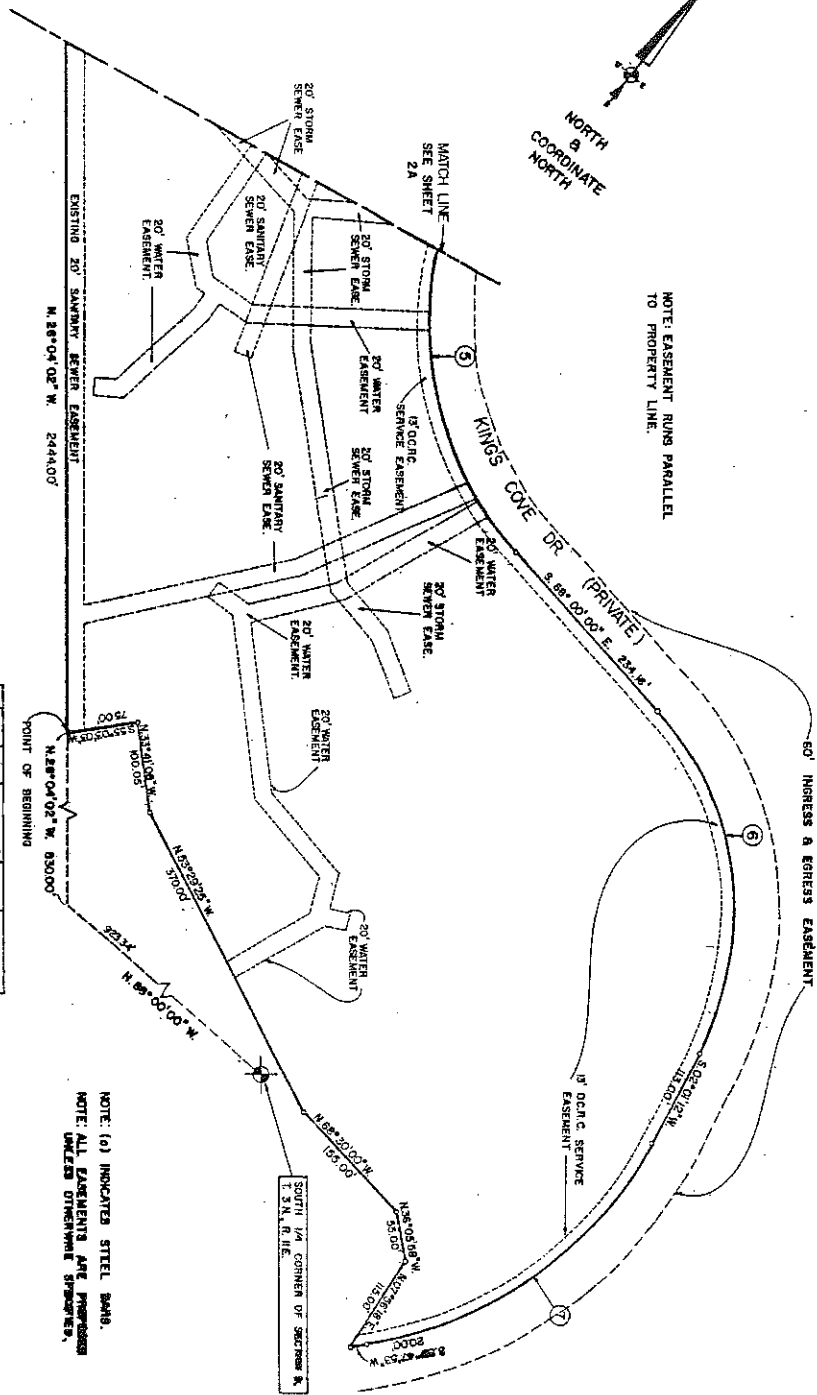
**SUBJECT TO EASEMENTS OF RECORD.**

ON SHEET 1-C AND LAND DESCRIBED ON SHEET 1-D.





NOTE: EASEMENT RUNS PARALLEL TO PROPERTY LINE.



SURVEYOR'S CERTIFICATE  
THIS IS TO CERTIFY THAT I HAVE PERSONALLY  
THE PROPERTY HEREIN DESCRIBED AND THAT  
THERE ARE NO EXISTING ENCUMBRANCES UPON  
THE LANDS AND PROPERTIES SHOWN.  
DATE 11/11/2014  
REGISTERED LAND SURVEYOR  
NO. 10795  
JENNIFER M. SMITH  
COUNTY, MI 48210

| NO. IN | ARC   | CENTRAL ANGLE | CHORD | CHORD BEARING   |
|--------|-------|---------------|-------|-----------------|
| 1      | 335.0 | 40.00         | 10.00 | N 23.28° E 1.2' |
| 2      | 400.0 | 40.00         | 10.00 | S 28.24° W 1.2' |
| 3      | 312.0 | 35.00         | 8.00  | S 38.40° E 1.2' |

KINGS COVE

SURVEY PLAN

NOTE: (a) INDICATES STEEL MARKS.  
NOTE: ALL EASEMENTS ARE PROPOSED  
UNLESS OTHERWISE SHOWN.



JENNIFER M. SMITH, INC.  
11111 W. 14th Ave.  
Suite 100  
Livonia, MI 48150  
734-421-1111

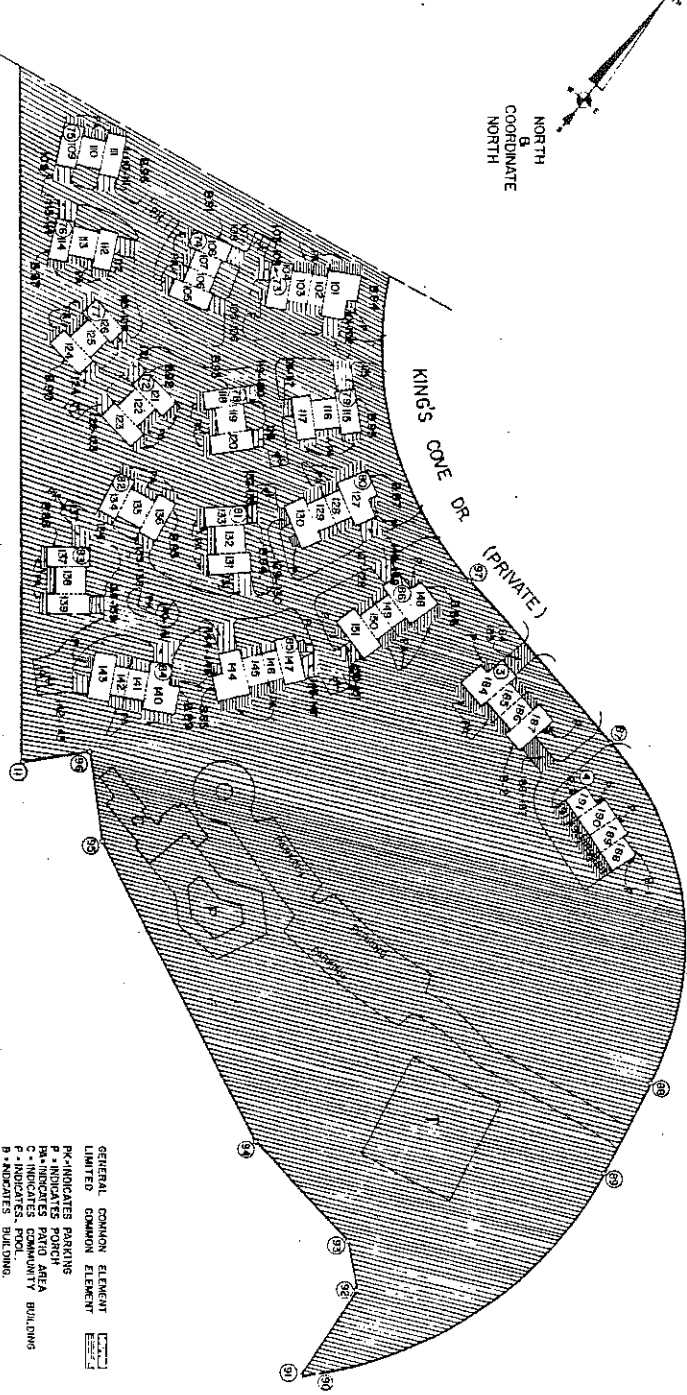
DATE: 11/11/2014  
BY: JMS  
CHECKED: JMS  
SCALE: AS SHOWN  
SHEET: 2B

NORTH  
COORDINATE  
NORTH

MATCH LINE  
SEE SHEET NO. 3

KING'S COVE DR. (PRIVATE)

| PT | NORTH   | EAST    | PT | NORTH   | EAST    | PT  | NORTH   | EAST    |
|----|---------|---------|----|---------|---------|-----|---------|---------|
| 1  | 4645.33 | 2102.89 | 70 | 3232.02 | 2212.12 | 80  | 3234.68 | 2408.82 |
| 2  | 4645.33 | 2102.89 | 71 | 3232.02 | 2212.12 | 81  | 3234.68 | 2408.82 |
| 3  | 4645.33 | 2102.89 | 72 | 3232.02 | 2212.12 | 82  | 3234.68 | 2408.82 |
| 4  | 4645.33 | 2102.89 | 73 | 3232.02 | 2212.12 | 83  | 3234.68 | 2408.82 |
| 5  | 4645.33 | 2102.89 | 74 | 3232.02 | 2212.12 | 84  | 3234.68 | 2408.82 |
| 6  | 4645.33 | 2102.89 | 75 | 3232.02 | 2212.12 | 85  | 3234.68 | 2408.82 |
| 7  | 4645.33 | 2102.89 | 76 | 3232.02 | 2212.12 | 86  | 3234.68 | 2408.82 |
| 8  | 4645.33 | 2102.89 | 77 | 3232.02 | 2212.12 | 87  | 3234.68 | 2408.82 |
| 9  | 4645.33 | 2102.89 | 78 | 3232.02 | 2212.12 | 88  | 3234.68 | 2408.82 |
| 10 | 4645.33 | 2102.89 | 79 | 3232.02 | 2212.12 | 89  | 3234.68 | 2408.82 |
| 11 | 4645.33 | 2102.89 | 80 | 3232.02 | 2212.12 | 90  | 3234.68 | 2408.82 |
| 12 | 4645.33 | 2102.89 | 81 | 3232.02 | 2212.12 | 91  | 3234.68 | 2408.82 |
| 13 | 4645.33 | 2102.89 | 82 | 3232.02 | 2212.12 | 92  | 3234.68 | 2408.82 |
| 14 | 4645.33 | 2102.89 | 83 | 3232.02 | 2212.12 | 93  | 3234.68 | 2408.82 |
| 15 | 4645.33 | 2102.89 | 84 | 3232.02 | 2212.12 | 94  | 3234.68 | 2408.82 |
| 16 | 4645.33 | 2102.89 | 85 | 3232.02 | 2212.12 | 95  | 3234.68 | 2408.82 |
| 17 | 4645.33 | 2102.89 | 86 | 3232.02 | 2212.12 | 96  | 3234.68 | 2408.82 |
| 18 | 4645.33 | 2102.89 | 87 | 3232.02 | 2212.12 | 97  | 3234.68 | 2408.82 |
| 19 | 4645.33 | 2102.89 | 88 | 3232.02 | 2212.12 | 98  | 3234.68 | 2408.82 |
| 20 | 4645.33 | 2102.89 | 89 | 3232.02 | 2212.12 | 99  | 3234.68 | 2408.82 |
| 21 | 4645.33 | 2102.89 | 90 | 3232.02 | 2212.12 | 100 | 3234.68 | 2408.82 |



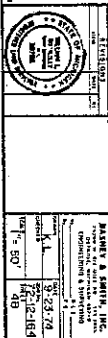
KING'S COVE

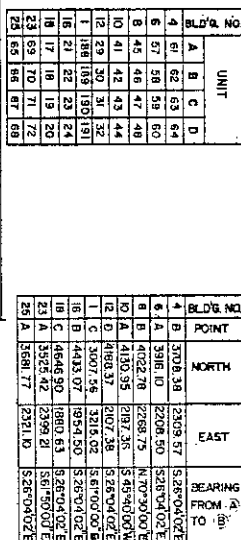
SITE PLAN

GENERAL COMMON ELEMENT  
LIMITED  
P - INDICATES PARKING  
PA - INDICATES PAVED AREA  
C - INDICATES COMMUNITY BUILDINGS  
T - INDICATES TENNIS COURTS

|                           |                 |
|---------------------------|-----------------|
|                           |                 |
| PROJECT NO.<br>100-004    | SHEET NO.<br>31 |
| DATE<br>10/23/74          |                 |
| DRAWN BY<br>R. L. Smith   |                 |
| CHECKED BY<br>R. L. Smith |                 |
| SCALE<br>1" = 50'         |                 |







TYPICAL LOWER LEVEL PLAN  
BLDG'S- 4,6,8,10,12,16,18,23,  
KINGS COVE

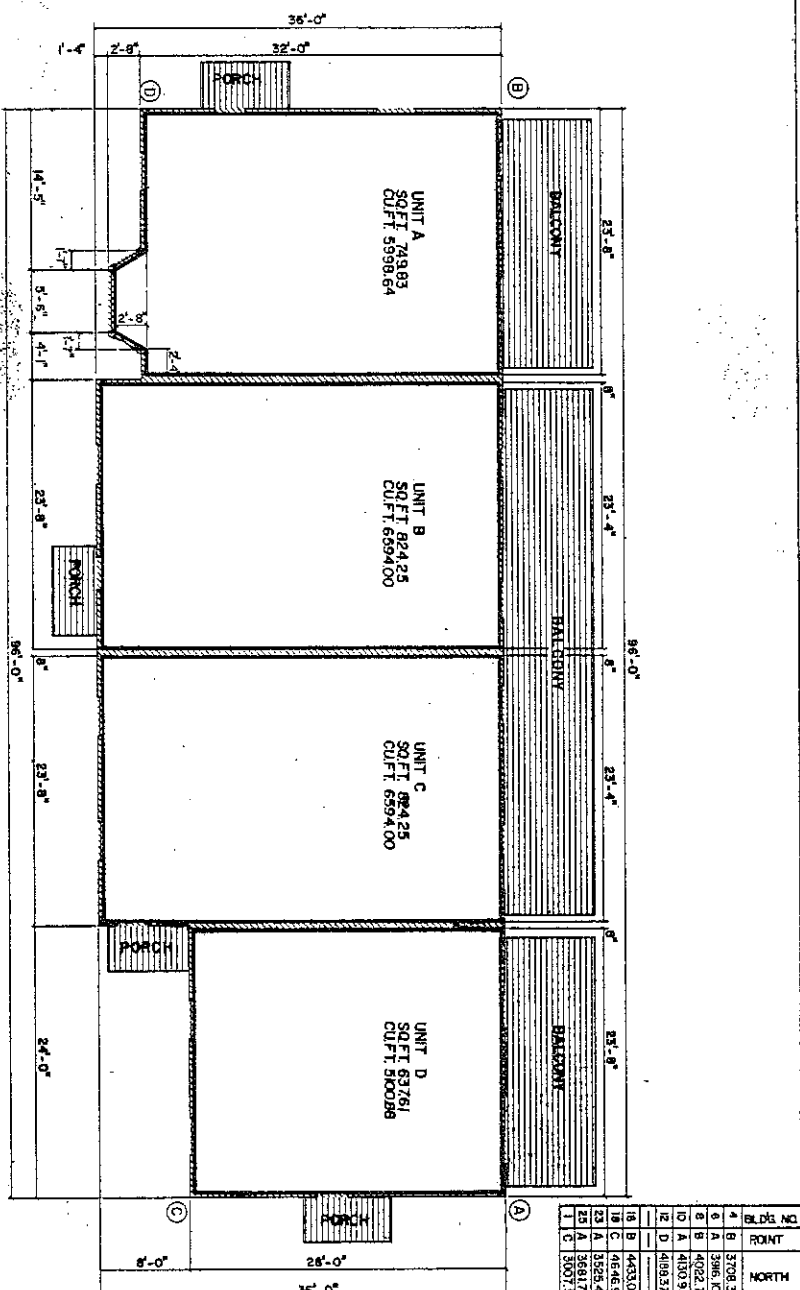
**INDICATES LIMITS OF OWNERSHIP**

**NOTE:** ALL EXTERIOR WALLS ARE 10" UNLESS OTHERWISE SPECIFIED

**GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT**



9-23-74  
11-2-84  
14-1-01  
WASNEY & SMITH, INC.  
Attn: Mr. Smith  
1111 W. 1st St., Suite 100  
Phoenix, AZ 85001  
15



TYPICAL FIRST FLOOR PLAN

| UNIT NO. | BLDG NO. | NORTH   | EAST    | BEARING FROM (B) (C) |
|----------|----------|---------|---------|----------------------|
| 4        | B        | 3708.39 | 2309.57 | S26°04'02"E          |
| 6        | A        | 3986.10 | 2208.50 | S26°04'02"E          |
| 8        | B        | 4022.79 | 3268.75 | N70°10'00"E          |
| 10       | A        | 4100.95 | 2197.36 | S45°40'00"W          |
| 12       | D        | 4199.37 | 2107.38 | S26°04'02"E          |
| 14       | B        | 4433.07 | 1954.50 | S26°04'02"E          |
| 16       | C        | 4646.90 | 1680.63 | S26°04'02"E          |
| 20       | A        | 3528.42 | 2399.21 | S61°50'00"E          |
| 22       | A        | 3681.77 | 2220.10 | S65°04'02"E          |
| 24       | C        | 3007.56 | 3216.02 | S61°00'00"E          |

| UNIT | A  | B  | C  | D  |
|------|----|----|----|----|
| 4    | 61 | 62 | 63 | 64 |
| 6    | 57 | 58 | 59 | 60 |
| 8    | 45 | 46 | 47 | 48 |
| 10   | 41 | 42 | 43 | 44 |
| 12   | 29 | 30 | 31 | 32 |
| 14   | 21 | 22 | 23 | 24 |
| 16   | 17 | 18 | 19 | 20 |
| 20   | 09 | 10 | 11 | 12 |
| 22   | 05 | 06 | 07 | 08 |
| 24   | 01 | 02 | 03 | 04 |

INDICATES LIMITS OF OWNERSHIP  
NOTE: ALL EXTERIOR WALLS ARE 4"

GENERAL COMMON ELEMENT

KINGS COVE

TYPICAL FIRST FLOOR  
PLAN BLDGS. 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24



ROBERT A. SMITH, INC.  
12345  
12345



| BLIND NO. |         | POINT   |               | NOTES |  | BEARING FROM (A) TO (B) |  |
|-----------|---------|---------|---------------|-------|--|-------------------------|--|
| 4         | 3708.38 | 2309.57 | 5756.0402 E   |       |  |                         |  |
| 4         | 3961.10 | 2208.50 | S 28°00'02" E |       |  |                         |  |
| 4         | 4022.78 | 2266.75 | N 07°50'00" E |       |  |                         |  |
| 10        | 4120.95 | 2187.76 | S 43°00'02" E |       |  |                         |  |
| 2         | 4188.37 | 2071.59 | S 65°04'02" E |       |  |                         |  |
| 6         | 4443.07 | 1964.59 | S 28°04'02" E |       |  |                         |  |
| 6         | 4646.59 | 1850.63 | S 25°04'02" E |       |  |                         |  |
| 23        | 3528.42 | 2299.21 | S 61°00'00" E |       |  |                         |  |
| 4         | 3061.76 | 2231.10 | S 58°04'02" E |       |  |                         |  |
| 1         | 3001.67 | 3161.02 | S 60°00'00" E |       |  |                         |  |

**TYPICAL SECOND FLOOR PLAN**

NOTE: ALL EXTERIOR WALLS ARE 4"

INDICATES LIMITS OF OWNERSHIP

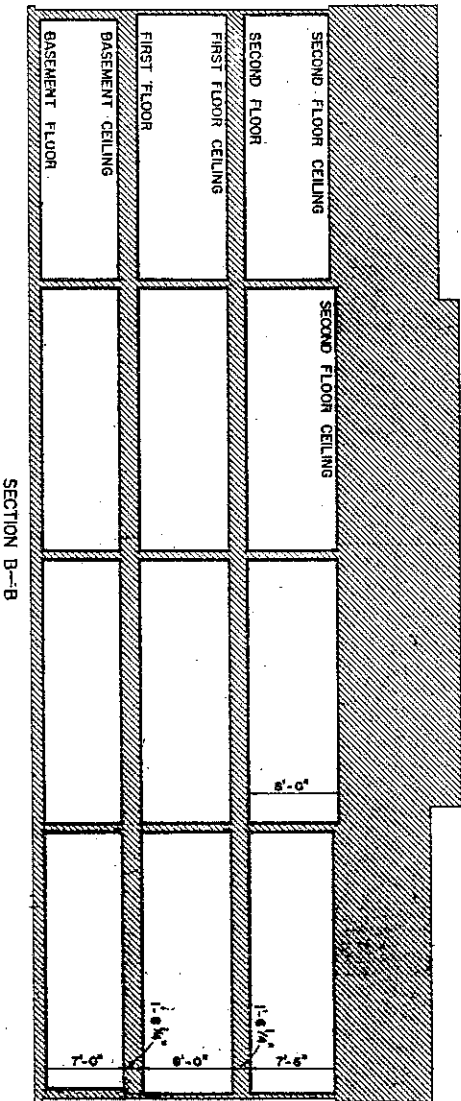
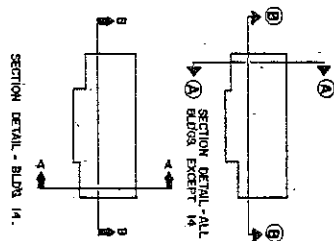
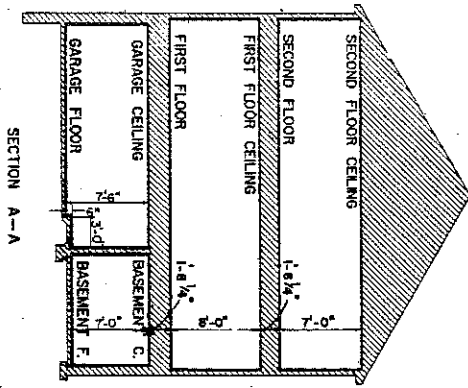
|                 |                |  |
|-----------------|----------------|--|
| GENERAL         | COMMON ELEMENT |  |
| LIMITED COMPANY | ELEMENT        |  |

**KING'S COVE**

SECOND FLOOR PLAN  
FOR BLDGS. 4, 5, 8, 10, 12,  
16, 18, 23, 25, 1.



**CLASNET & SMITH, INC.**  
 4710 W. 11th St., W-11, Room  
 417-1001, Minneapolis, Minn 55408  
 (612) 338-1000



| BLOG NO. |        |
|----------|--------|
| 4        | 802.63 |
| 6        | 802.63 |
| 8        | 803.63 |
| 10       | 804.23 |
| 12       | 807.63 |
| 14       | 807.63 |
| 16       | 800.93 |
| 18       | 799.63 |
| 20       | 800.13 |
| 22       | 802.13 |
| 24       | 792.83 |

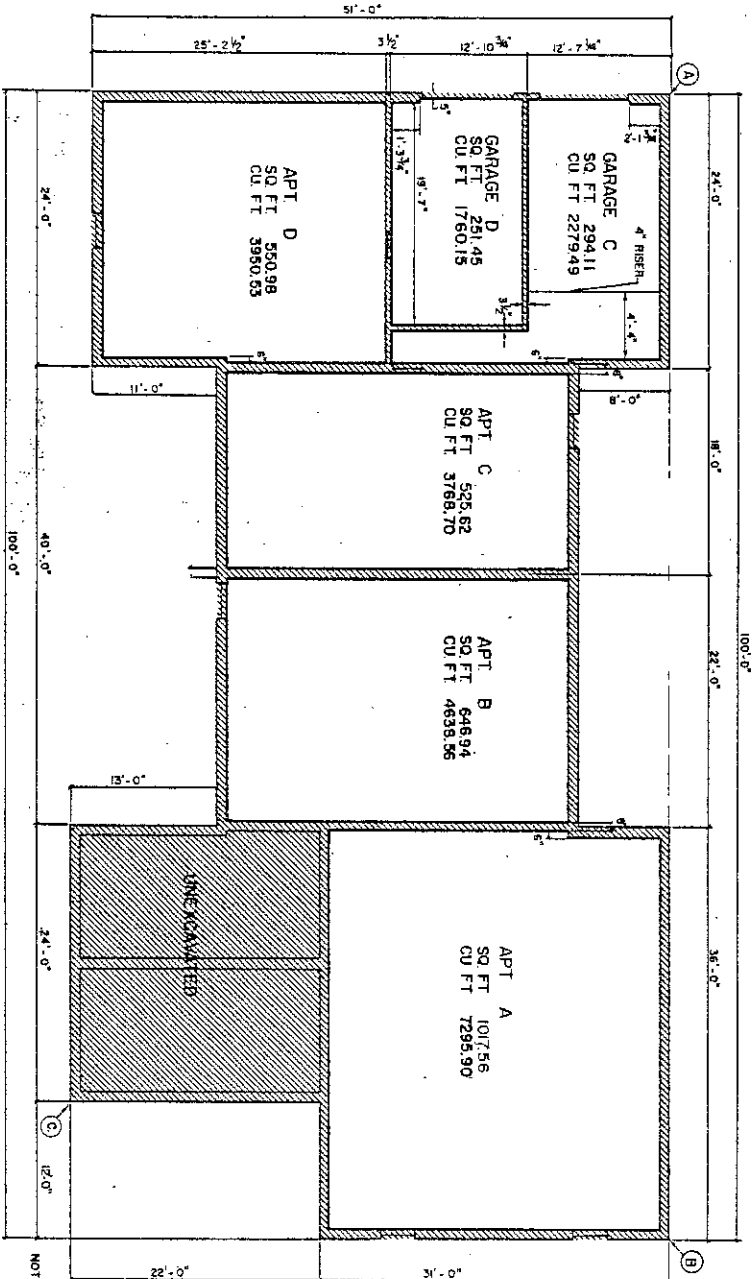
| INDICATES LIMITS OF OWNERSHIP | GENERAL COMMON ELEMENT | LIMITED COMMON ELEMENT |
|-------------------------------|------------------------|------------------------|
|                               |                        |                        |

KING'S COVE

### SECTIONS FOR BLDGS.

11<sup>u</sup> 11<sup>u</sup> 4<sup>u</sup> 6<sup>u</sup> 8<sup>u</sup> 10<sup>u</sup> 12<sup>u</sup> 14<sup>u</sup>  
16<sup>u</sup> 18<sup>u</sup> 23<sup>u</sup> 25<sup>u</sup>





TYPICAL LOWER LEVEL PLAN

| BLDG. NO. | PT. | NORTH   | EAST    | BEARING (A TO B) | BUILDING PT. | NORTH | EAST    | BEARING (A TO B)        |
|-----------|-----|---------|---------|------------------|--------------|-------|---------|-------------------------|
| 7         | A   | 3925.41 | 2303.71 | N 87° 30' 00" E  | 32           | A     | 4654.47 | 2250.33 S 60° 30' 00" E |
| 11        | A   | 4254.01 | 2206.08 | N 82° 30' 00" E  | 34           | A     | 4609.88 | 2317.28 S 60° 00' 00" E |
| 19        | B   | 4064.33 | 2069.32 | S 82° 30' 00" E  | 67           | A     | 3895.21 | 2805.48 S 19° 00' 00" E |
| 21        | A   | 3490.03 | 2547.62 | N 14° 45' 00" E  | 70           | A     | 3871.00 | 2619.12 N 46° 00' 00" W |
| 28        | A   | 4896.90 | 1856.77 | N 87° 36' 00" E  | 70           | A     | 3871.00 | 2619.12 N 46° 00' 00" W |
| 32        | A   | 3903.41 | 2303.71 | N 87° 30' 00" E  | 70           | A     | 3871.00 | 2619.12 N 46° 00' 00" W |
| 34        | A   | 3903.41 | 2303.71 | N 87° 30' 00" E  | 70           | A     | 3871.00 | 2619.12 N 46° 00' 00" W |

| UNIT |     |     |     |     |
|------|-----|-----|-----|-----|
| A    | B   | C   | D   |     |
| 7    | 33  | 54  | 20  | 56  |
| 11   | 37  | 38  | 39  | 40  |
| 19   | 13  | 14  | 15  | 16  |
| 21   | 73  | 74  | 75  | 76  |
| 28   | 5   | 6   | 7   | 8   |
| 32   | 144 | 145 | 146 | 147 |
| 34   | 107 | 108 | 109 | 110 |
| 67   | 104 | 105 | 106 | 107 |
| 70   | 160 | 161 | 162 | 163 |
| 2    | 184 | 185 | 186 | 187 |
| 32   | 176 | 177 | 178 | 179 |
| 34   | 176 | 177 | 178 | 179 |

LIMITS OF OWNERSHIP  
NOTE ALL EXTERIOR WALLS ARE  
10' UNLESS OTHERWISE  
SPECIFIED.

GENERAL COMMON ELEMENT  
LIMITED  
KING'S COVE

TYPICAL LOWER LEVEL  
PLAN, BLDGS. 7, 11, 19, 21, 28,  
32, 34, 67, 70, 104, 106, 107, 160, 161, 162, 163, 184, 185, 186, 187, 176, 177, 178, 179



Robert A. Smith, Inc.  
Professional Engineer  
12345  
State of New York



|           |   |         |         |                       |
|-----------|---|---------|---------|-----------------------|
| 63        | C | 3006.23 | 2849.52 | 5.3570700°W           |
| 67        | B | 3206.23 | 2859.63 | 5.28°00'00"W          |
| 64        | A | 3371.18 | 2642.05 | 4.98°30'00"E          |
|           |   | NORTH   |         | BEARING FROM<br>② ① ③ |
|           |   | EAST    |         |                       |
| BLDG. NO. |   | POINT   |         |                       |



TYPICAL FIRST FLOOR  
PLAN, BLDGS. 7, 11, 19, 21, 28  
IN 14-0270-05-07-04-2

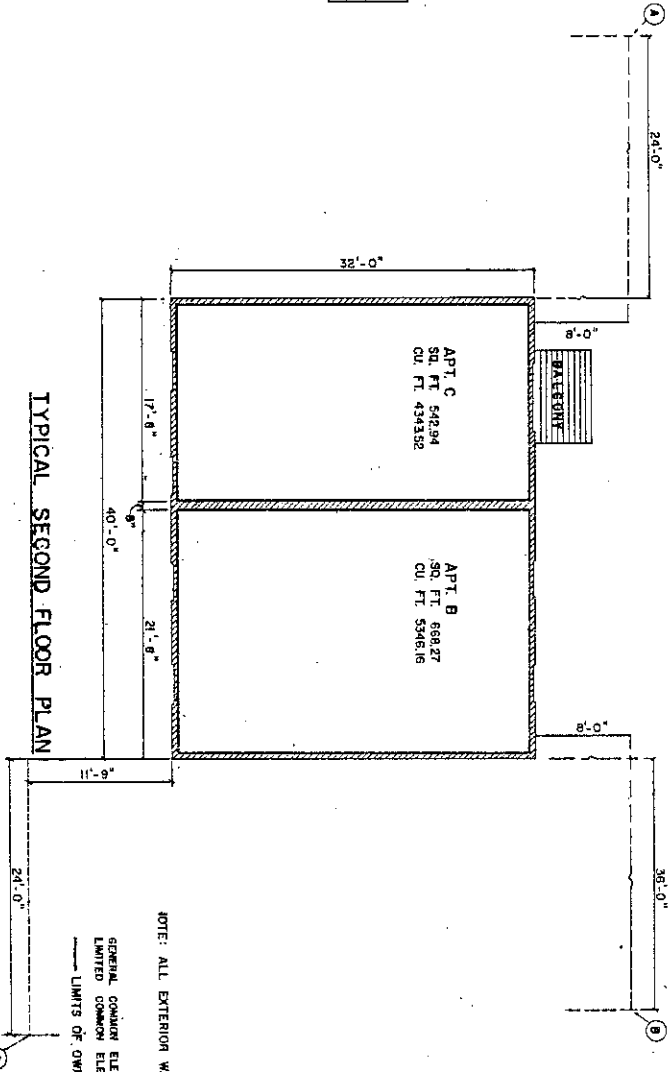
PLAN, BLDG'S. 7,11,19,21,28  
37 34 27 05 07 04 3PLAN, BLDG'S. 7,11,19,21,28  
37 34 27 05 07 04 3

| BLOG NO | POINT   | NORTH   | EAST          | BEARING FROM (1) TO (2) |
|---------|---------|---------|---------------|-------------------------|
| 7 A     | 3954.41 | 2301.71 | 4 63' 20.00"E |                         |
| 11 B    | 4254.01 | 2206.08 | N 52' 30.00"E |                         |
| 19 B    | 4616.33 | 2069.52 | S 85' 30.00"E |                         |
| 21 A    | 3490.63 | 2547.42 | N 45' 00.00"E |                         |
| 28 A    | 4896.30 | 1896.77 | N 67' 36.00"E |                         |
| 85 C    | 3006.23 | 2843.52 | S 30' 00.00"W |                         |
| 87 B    | 3206.23 | 2849.63 | S 28' 00.00"W |                         |
| 91 A    | 3371.67 | 3642.05 | N 56' 30.00"E |                         |
| 92 A    | 4694.47 | 2280.35 | S 86' 30.00"E |                         |
| 94 A    | 4609.68 | 2317.26 | S 60' 00.00"E |                         |
|         | 4720.10 | 2704.60 | S 23' 30.00"E |                         |
| 67 A    | 3993.21 | 2805.49 | S 13' 00.00"E |                         |
| 70 A    | 3873.30 | 2643.13 | N 40' 00.00"W |                         |

| UNIT | BLOG NO. | A   | B   | C   | D   |
|------|----------|-----|-----|-----|-----|
| 1    | 3954     | 155 | 156 | 157 | 158 |
| 2    | 4254     | 159 | 160 | 161 | 162 |
| 3    | 4616     | 163 | 164 | 165 | 166 |
| 4    | 3490     | 167 | 168 | 169 | 170 |
| 5    | 4896     | 171 | 172 | 173 | 174 |
| 6    | 3006     | 175 | 176 | 177 | 178 |
| 7    | 3206     | 179 | 180 | 181 | 182 |
| 8    | 3371     | 183 | 184 | 185 | 186 |
| 9    | 4694     | 187 | 188 | 189 | 190 |
| 10   | 4609     | 191 | 192 | 193 | 194 |
| 11   | 4720     | 195 | 196 | 197 | 198 |
| 12   | 3993     | 199 | 200 | 201 | 202 |
| 13   | 3873     | 203 | 204 | 205 | 206 |

| UNIT | BLOG NO. | A   | B   | C   | D   |
|------|----------|-----|-----|-----|-----|
| 1    | 3954     | 155 | 156 | 157 | 158 |
| 2    | 4254     | 159 | 160 | 161 | 162 |
| 3    | 4616     | 163 | 164 | 165 | 166 |
| 4    | 3490     | 167 | 168 | 169 | 170 |
| 5    | 4896     | 171 | 172 | 173 | 174 |
| 6    | 3006     | 175 | 176 | 177 | 178 |
| 7    | 3206     | 179 | 180 | 181 | 182 |
| 8    | 3371     | 183 | 184 | 185 | 186 |
| 9    | 4694     | 187 | 188 | 189 | 190 |
| 10   | 4609     | 191 | 192 | 193 | 194 |
| 11   | 4720     | 195 | 196 | 197 | 198 |
| 12   | 3993     | 199 | 200 | 201 | 202 |
| 13   | 3873     | 203 | 204 | 205 | 206 |

| BLOG NO. | POINT   | NORTH   | EAST          | BEARING FROM (1) TO (2) |
|----------|---------|---------|---------------|-------------------------|
| 2 D      | 3084.62 | 3006.33 | N 69' 00.00"E |                         |



TYPICAL SECOND FLOOR PLAN

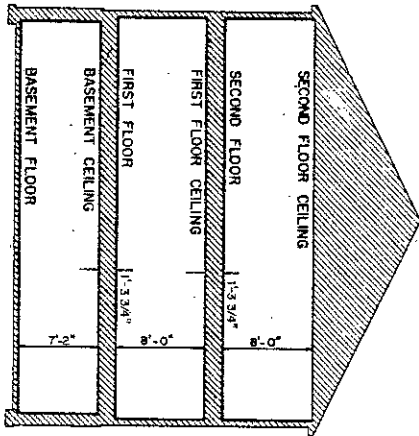
NOTE: ALL EXTERIOR WALLS ARE 4"

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
LIMITS OF OWNERSHIP

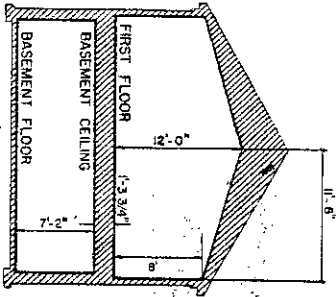
**KINGS COVE**  
TYPICAL SECOND FLOOR  
PLAN, BLDGS 7, 11, 19, 21,  
28, 08, 07, 24, 32, 34, 2, 6170,

**SHAW & SMITH, INC.**  
1111 11th Street, N.W.  
Atlanta, Georgia 30309  
404.525.1111  
FAX 404.525.1112

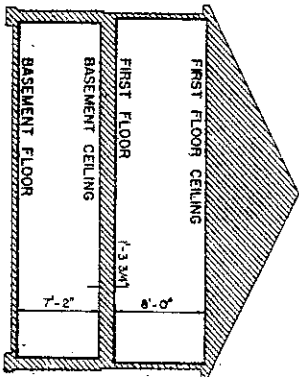




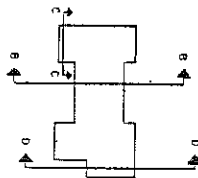
SECTION B-B



SECTION C-C



SECTION D-D



SECTION DETAIL

TABLE OF ELEVATIONS  
USC&GS DATUM

| BLDG. | FIRST FL. | BLDG. | FIRST FL. |
|-------|-----------|-------|-----------|
| 7     | 801.33    | 32    | 808.00    |
| 11    | 803.33    | 34    | 802.00    |
| 19    | 802.33    | 2     | 798.83    |
| 21    | 798.83    | 67    | 803.00    |
| 28    | 798.03    | 70    | 802.00    |
| 85    | 808.50    |       |           |
| 87    | 808.50    |       |           |
| 94    | 818.50    |       |           |

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

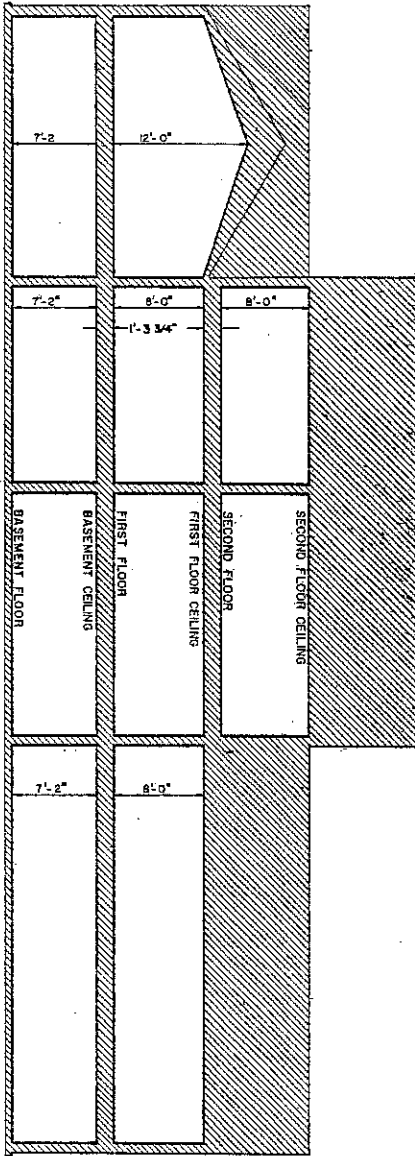


INDICATES LIMITS OF OWNERSHIP

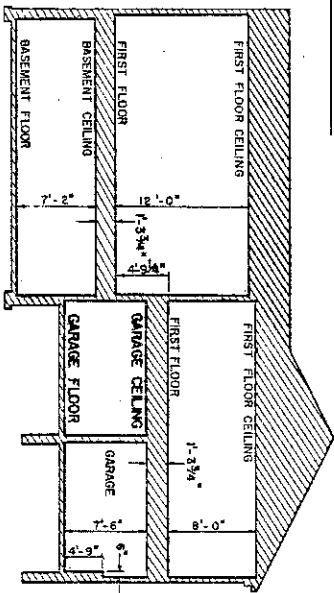
KINGS COVE

CROSS-SECTIONS OF  
BLDG'S 7, 11, 19, 21, 28, 85, 87, 94, 32,  
34, 67, 70, 2

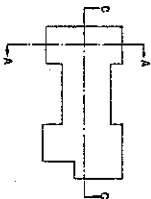
|   |         |
|---|---------|
|   |         |
| JAMES A. SMITH, INC.<br>ARCHITECTS & ENGINEERS<br>1234 MAIN ST.<br>NEW YORK, N.Y. 10001 |         |
| DATE  | 7/12/84 |
| BY  | JS      |



LONGITUDINAL SECTION - C-C



SECTION A-A



SECTION DETAIL

TABLE OF V.S.C. & O.S. ELEV.

| BLOS. NO. | FIRST FLOOR ELEVATION |
|-----------|-----------------------|
| 32        | 603.00                |
| 34        | 607.00                |
| 2         | 798.83                |
| 67        | 803.00                |
| 70        | 802.20                |
| 7         | 801.33                |
| 11        | 803.33                |
| 19        | 802.33                |
| 21        | 798.03                |
| 28        | 798.03                |
| 80        | 808.00                |
| 87        | 808.00                |
| 94        | 808.00                |

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

KING'S COVE

LONGITUDINAL SECTION FOR BLDGS.

2, 7, 11, 19, 21, 28, 32, 34, 67, 70, 87 & 94

ASBESTOS

SAFETY & HEALTH, INC.

1000 N. 1st Street, Suite 1000

Charlotte, N.C. 28202

DATE: 11/1/83

BY: [Signature]

1/4" = 1'-0"

23

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

CONDITIONAL PERMIT TO SELL


In re: Application of MultiPlex-Luber Limited Partnership, MultiPlex Home Corporation of Michigan, General Partner, 4091 Shorecrest Drive, West Bloomfield, Michigan, Developer, for a Conditional Permit to Sell order for KING'S COVE, FIFTH AMENDMENT, King's Cove Drive, Avon Township, Oakland County, Michigan. (our file #72-169).


.....

1. Application having been duly made and examined, and
2. A Certificate of Approval of Amended Master Deed having been entered on June 30, 1975 and recorded on July 17, 1975 in Liber # 6503 page 149 and the Master Deed having been recorded on July 17, 1975 in Liber # 6503 pages 152 through 188 in the records of the Oakland County Register of Deeds.
3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
  - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
  - (c) That no unit be conveyed until an occupancy permit has been received.
  - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
  - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
4. This Conditional Permit to Sell becomes effective immediately but shall terminate one year from date hereof as to any apartments not deeded or sold under this contract, unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By

  
Hugh H. Makens, Director  
Corporation & Securities Bureau

 Dated: July 18, 1975  
Lansing, Michigan

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Recorded in Liber 6503,  
Page 149, Oakland County  
Records, on July 17, 1975

Securities Division  
(517) 373-0445  
Corporation Division  
(517) 373-0456  
Condominium Section  
(517) 373-8028

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

O R D E R

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

In re: Application of MultiPlex-Luber Limited Partnership, MultiPlex Home Corporation of Michigan, General Partner, 4091 Shorecrest Drive, West Bloomfield, Michigan, Developer, for a Certificate of Approval of Amended Master Deed order for KING'S COVE, FIFTH AMENDMENT, King's Cove Drive, Avon Township, Oakland County, Michigan. (our file #72-169).

1. Application having been duly made and examined.
2. A Certificate of Approval of the Amended Master Deed for the above condominium is hereby given to the Developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - a. That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
  - b. That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the issuance of a Permit to Sell.
  - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
  - d. When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.
3. This Certificate of Approval of the Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By

Hugh H. Makens, Director  
Corporation & Securities Bureau

Dated: June 30, 1975  
Lansing, Michigan



THIRD AMENDMENT TO MASTER DEED OF KING'S COVE  
on February 19, 1975.

Multiplex Home Corporation of Michigan, a Michigan corporation, being the Developer of King's Cove, a condominium project established pursuant to the Master Deed thereof, recorded on September 4, 1973 in Liber 6161, Pages 281 through 330, and First Amendment to the Master Deed, recorded on May 14, 1974 in Liber 6290, Pages 845 through 880, and Second Amendment to Master Deed, recorded on October 9, 1974 in Liber 6377, Pages 88 through 117, Oakland County Records, and known as King's Cove, Oakland County Condominium Subdivision Plan No. 148, hereby amends the Master Deed of King's Cove pursuant to the authority reserved in Article VII and Article X of said Master Deed for the purposes of enlarging the condominium project from 167 to 183 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed and for the purpose of correcting certain errors in said Master Deed. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium Project by this Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant N. 88° 00' 00" W. 923.34 feet and N. 26° 04' 02" W. 3274.00 feet and S. 87° 36' 10" E. 760.00 feet and S. 13° 21' 07" E. 75.00 feet and S. 54° 03' 19" E. 36.72 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence S. 54° 03' 19" E. 19.28 feet; thence S. 30° 37' 27" E. 194.32 feet; thence S. 14° 24' 54" W. 49.00 feet; thence S. 39° 29' 01" W. 254.22 feet; thence N. 51° 00' 00" W. 92.00 feet; thence along a curve to the right, radius 205.00 feet, an arc distance of 506.23 feet, central angle 143° 23' 50", chord 387.06 feet, chord bearing N. 19° 44' 44" E. to the point of beginning. Subject to easements of record.

2. Third Amended Article IV-A of said Master Deed of King's Cove as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Second Amended Article IV-A of the Master Deed as recorded, and the Second Amended Article IV-A shall be of no further force or effect.

THIRD AMENDED ARTICLE IV-A OF THE MASTER DEED OF KING'S COVE

ARTICLE IV  
COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The general common elements are:

(1) The land described on page one hereof, including driveways, roads, sidewalks and unassigned parking spaces;

(2) The electrical wiring network throughout the project, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit;

(3) The gas line network throughout the project, including that contained within unit walls, up to the point of connection with gas fixtures within any unit;

(4) The telephone wiring network throughout the project;

(5) The plumbing network throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;

(6) The water distribution system, sanitary sewer system and storm drainage system throughout the project;

(7) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys;

- (8) The community building, swimming pool and tennis courts;
  - (9) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of an apartment, and which are intended for common use or necessary to the existence, upkeep and safety of the project.
3. First Amended Articles IV-B and IV-C of said Master Deed of King's Cove as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Articles IV-B and IV-C of the Master Deed as originally recorded, and the originally recorded Articles IV-B and IV-C shall be of no further force or effect.

FIRST AMENDED ARTICLES IV-B AND IV-C OF THE MASTER DEED OF  
KING'S COVE

B. The limited common elements are:

- (1) Certain driveways are appurtenant to certain apartments as limited common elements as designated on Exhibit "B" attached hereto with numbers which correspond to the apartment to which such driveways respectively appertain;
- (2) Each individual balcony and porch in the project is restricted in use to the co-owner of the apartment which opens into such balcony and porch as shown on Exhibit "B" hereto;
- (3) Each patio fence in the project shall be restricted in use to the co-owner of the apartment to which the patio area enclosed by such patio fence is appurtenant;
- (4) Each individual patio area in the project is restricted in use to the co-owner of the apartment which opens into such patio area as shown on Exhibit "B" hereto;
- (5) Each electric yard light and porch light in the project shall be restricted in use to the co-owner of the apartment which such yard light and porch light services;
- (6) Each individual air conditioner compressor in the project is restricted in use to the co-owner of the apartment which such air conditioner compressor services;
- (7) Certain garage parking spaces are appurtenant to certain apartments as shown on Exhibit "B" hereto with letters which correspond to the typical unit type of the pertinent apartment;
- (8) The interior surfaces of apartment perimeter walls (including windows and doors therein), ceilings and floors contained within an apartment shall be subject to the exclusive use and enjoyment of the co-owner of such apartment.

C. The respective responsibilities for the maintenance, decoration, repair and replacement are as follows:

- (1) The costs of maintenance, repair and replacement of limited common elements described in Article IV B(2), B(4), B(5), B(6) and B(7) above shall be borne by the co-owner of the apartment to which such limited common elements respectively appertain; provided, however, that any unfenced patio area consisting primarily of lawn area shall be mowed by the Association;
- (2) The costs of decoration and maintenance (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV B(8) above shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant;
- (3) The costs of maintenance, repair and replacement of all general and limited common elements other than as described above shall be borne by the Association.

No co-owner shall use his apartment or the common elements in any manner inconsistent with the purposes of the project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his apartment or the common elements.

4. Third Amended Article V-C of said Master Deed of King's Cove as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Second Amended Article V-C of the Master Deed as recorded, and the Second Amended Article V-C shall be of no further force or effect.

THIRD AMENDED ARTICLE V-C OF THE MASTER DEED OF  
KING'S COVE

ARTICLE V

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

| Apartment Number | Percentage of<br>Value Assigned |
|------------------|---------------------------------|
| 1                | .497                            |
| 2                | .520                            |
| 3                | .456                            |
| 4                | .520                            |
| 5                | .497                            |
| 6                | .520                            |
| 7                | .456                            |
| 8                | .520                            |
| 9                | .497                            |
| 10               | .520                            |
| 11               | .456                            |
| 12               | .520                            |
| 13               | .497                            |
| 14               | .520                            |
| 15               | .456                            |
| 16               | .520                            |
| 17               | .590                            |
| 18               | .631                            |
| 19               | .631                            |
| 20               | .520                            |
| 21               | .590                            |
| 22               | .631                            |
| 23               | .631                            |
| 24               | .520                            |
| 25               | .590                            |
| 26               | .631                            |
| 27               | .631                            |
| 28               | .520                            |
| 29               | .590                            |
| 30               | .631                            |
| 31               | .631                            |
| 32               | .520                            |
| 33               | .497                            |
| 34               | .520                            |
| 35               | .456                            |
| 36               | .520                            |
| 37               | .497                            |
| 38               | .520                            |
| 39               | .456                            |
| 40               | .520                            |

|     |      |
|-----|------|
| 106 | .590 |
| 107 | .520 |
| 108 | .590 |
| 109 | .590 |
| 110 | .590 |
| 111 | .590 |
| 112 | .562 |
| 113 | .590 |
| 114 | .590 |
| 115 | .562 |
| 116 | .590 |
| 117 | .590 |
| 118 | .562 |
| 119 | .590 |
| 120 | .590 |
| 121 | .562 |
| 122 | .590 |
| 123 | .590 |
| 124 | .562 |
| 125 | .590 |
| 126 | .590 |
| 127 | .562 |
| 128 | .497 |
| 129 | .520 |
| 130 | .456 |
| 131 | .520 |
| 132 | .590 |
| 133 | .590 |
| 134 | .562 |
| 135 | .590 |
| 136 | .590 |
| 137 | .562 |
| 138 | .562 |
| 139 | .590 |
| 140 | .590 |
| 141 | .497 |
| 142 | .520 |
| 143 | .456 |
| 144 | .520 |
| 145 | .497 |
| 146 | .520 |
| 147 | .456 |
| 148 | .520 |
| 149 | .497 |
| 150 | .520 |
| 151 | .456 |
| 152 | .520 |
| 153 | .497 |
| 154 | .520 |
| 155 | .456 |
| 156 | .520 |
| 157 | .497 |
| 158 | .520 |
| 159 | .456 |
| 160 | .520 |
| 161 | .497 |
| 162 | .520 |
| 163 | .456 |
| 164 | .520 |
| 165 | .497 |
| 166 | .520 |
| 167 | .456 |
| 168 | .520 |
| 169 | .590 |
| 170 | .590 |
| 171 | .456 |
| 172 | .590 |
| 173 | .497 |
|     | .520 |



|     |      |
|-----|------|
| 106 | .590 |
| 107 | .520 |
| 108 | .590 |
| 109 | .590 |
| 110 | .590 |
| 111 | .562 |
| 112 | .590 |
| 113 | .590 |
| 114 | .562 |
| 115 | .590 |
| 116 | .590 |
| 117 | .562 |
| 118 | .590 |
| 119 | .590 |
| 120 | .562 |
| 121 | .590 |
| 122 | .590 |
| 123 | .562 |
| 124 | .590 |
| 125 | .590 |
| 126 | .562 |
| 127 | .497 |
| 128 | .520 |
| 129 | .456 |
| 130 | .520 |
| 131 | .590 |
| 132 | .590 |
| 133 | .562 |
| 134 | .590 |
| 135 | .590 |
| 136 | .562 |
| 137 | .562 |
| 138 | .590 |
| 139 | .590 |
| 140 | .497 |
| 141 | .520 |
| 142 | .456 |
| 143 | .520 |
| 144 | .497 |
| 145 | .520 |
| 146 | .456 |
| 147 | .520 |
| 148 | .497 |
| 149 | .520 |
| 150 | .456 |
| 151 | .520 |
| 152 | .497 |
| 153 | .520 |
| 154 | .456 |
| 155 | .520 |
| 156 | .497 |
| 157 | .520 |
| 158 | .456 |
| 159 | .520 |
| 160 | .497 |
| 161 | .520 |
| 162 | .456 |
| 163 | .520 |
| 164 | .497 |
| 165 | .520 |
| 166 | .456 |
| 167 | .520 |
| 168 | .590 |
| 169 | .590 |
| 170 | .456 |
| 171 | .590 |
| 172 | .497 |
| 173 | .520 |

|     |      |
|-----|------|
| 174 | 456  |
| 175 | .520 |
| 176 | .497 |
| 177 | .520 |
| 178 | .456 |
| 179 | .520 |
| 180 | .590 |
| 181 | .590 |
| 182 | .520 |
| 183 | .590 |

5. Third Amended Sheets 1, 3a, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove as attached hereto shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheets 1, 3a, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 3a, 19, 20, 21, 22 and 23 shall be of no further force or effect. The legal description of the condominium premises contained on Sheets 1b and 1d (including the ingress-egress easement described on Sheet 1c) shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

6. Second Amended Sheet 3b of the Condominium Subdivision Plan of King's Cove as attached hereto shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheet 3b of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheet 3b shall be of no further force or effect.

7. First Amended Sheets 1a, 2c, 3c, 4c, 30, 31, 32, 33 and 34 of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede originally recorded Sheets 1a, 2c, 3c, 4c, 30, 31, 32, 33 and 34 of the Condominium Subdivision Plan of King's Cove, and the originally recorded Sheets 1a, 2c, 3c, 4c, 30, 31, 32, 33 and 34 shall be of no further force or effect.

8. Sheets 1d, 35, 36, 37, 38 and 39 of the Condominium Subdivision Plan of King's Cove as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, supplement and be incorporated in the Condominium Subdivision Plan of King's Cove, as amended.

In all other respects, other than as hereinabove indicated, the original Master Deed of King's Cove, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B," amended and recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

/s/ Carol Rae Stimer  
Carol Rae Stimer

/s/ Betty White  
Betty White

STATE OF MICHIGAN            )  
  ) SS.  
COUNTY OF OAKLAND        )

MULTIPLEX HOME CORPORATION OF  
MICHIGAN, a Michigan corporation

By: /s/ John G. Daichendt  
John G. Daichendt

Its: Secretary-Treasurer

The foregoing Third Amendment to Master Deed of King's Cove was acknowledged before me this 18th day of February, 1975, by John G. Daichendt, the Secretary-Treasurer of MultiPlex

Home Corporation of Michigan, a Michigan corporation, on behalf of the corporation.

/s/ Lawrence R. Rospierski

Lawrence R. Rospierski

Notary Public,       Oakland     County, Michigan  
My Commission Expires: 11/21/78

THIRD AMENDMENT TO MASTER DEED DRAFTED BY:

Robert L. Nelson, of  
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG  
2700 City National Bank Building  
Detroit, Michigan 48226

WHEN RECORDED, RETURN TO DRAFTER.

**SURVEYOR  
BASNEY & SMITH, INC.  
25200 W. SIX MILE ROAD  
DETROIT, MICHIGAN 48240**

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NOTE:  
KING'S CODE IS A MULTI-PHASE CONDOMINIUM PROJECT. THE ASTERISK (\*) INDICATES AMENDED OR NEW SHEETS WHICH ARE REVISED AFTER 9-M-74. THESE SHEETS WITH THIS SUBMISSION, ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

[illegible]

REPLAT NO. 3 OF OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF

KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SUBDIVISION'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 OAKLAND COUNTY CONDOMINIUM SUB-  
DIVISION PLAN NO. 148, AS SHOWN ON THE ACCOM-  
PANYING DRAWINGS REPRESENTS A SURVEY ON THE  
GROUND MADE UNDER MY DIRECTION AND THAT THE  
SAID SURVEY IS TRUE AND COMPLETE AS SHOWN,  
THAT THE IRONS WILL BE OF THE CHARACTER AND  
OCCUPY THE POSITIONS AS INDICATED, ALL AS  
SHOWN ON SAID MAP, AND WILL BE SUFFICIENT  
TO ENABLE THE SURVEY TO BE REINFORCED.

I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN  
HEREWITH IS A CORRECT ONE, AND THAT PERMANENT  
IRON MONUMENTS CONSISTING OF BARS NOT LESS  
THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN  
INCHES IN LENGTH, HAVE BEEN SET AT POINTS  
MARKED THUS (o) AS THEREON SHOWN AT ALL  
ANGLES IN THE BOUNDARIES OF THE SAID SURVEY  
AS INCLUDED HERWITH EXCEPT AS OTHERWISE NOTED.

DATE 12/15/74  
WILLIAM L. ROSKELLY,  
REGISTERED LAND SURVEYOR  
31500 N. SIX MILE ROAD  
DETROIT, MICHIGAN 48240

ELKS 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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION  
PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING  
DRAWINGS WAS PREPARED UNDER MY DIRECTION AND  
THAT THE ATTACHED DRAWINGS OF BUILDINGS AND  
IMPROVEMENTS ARE PROPOSED  
DATE 12/15/74  
WILLIAM L. ROSKELLY,  
REGISTERED LAND SURVEYOR  
31500 N. SIX MILE ROAD  
DETROIT, MICHIGAN 48240

SECTICULAR DEPARTMENT OF THE AVENUE MASTER DEED  
THIS IS TO CERTIFY THAT A CERTIFICATE OF  
APPROVAL OF THE AMENDED MASTER DEED OF KING'S COVE  
CONDOMINIUM, WAS ISSUED TODAY PURSUANT TO  
ACT 229, PUBLIC ACTS OF 1963, AS AMENDED.  
DATE 1/29/75  
ROBERT A. GIERNS, DIRECTOR  
BUREAU OF CORPORATIONS AND SECURITIES  
DEPARTMENT OF COMMERCE



NOTES  
BUILDING ELEVATIONS AND SHOWN IN DETAIL ON  
VICTOR FILMED ARCHITECTURAL WORKING DRAWINGS  
ON FILE WITH THE MICHIGAN DEPARTMENT OF  
COMMERCE, SECURITIES BUREAU.



TITLE  
PAGE 2

WILLIAM L. ROSKELLY  
REGISTERED LAND SURVEYOR  
31500 N. SIX MILE ROAD  
DETROIT, MICHIGAN 48240

REPLAT NO. 3 OF  
 OAKLAND COUNTY CONDOMINIUM  
 SUBDIVISION PLAN NO. 148  
 EXHIBIT B TO THE MASTER DEED OF  
 KING'S COVE  
 AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

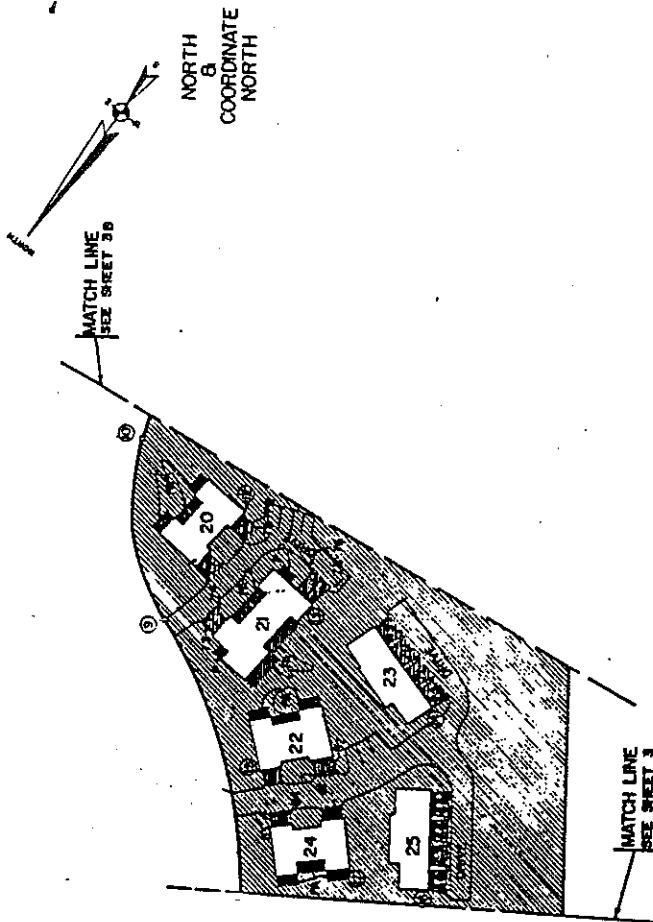
LEGAL DESCRIPTION  
 PART OF THE SOUTHWEST 1/4 OF SECTION 3, T. 3 N., R. 11 E., AYON  
 TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A  
 POINT DISTANT N. 88 DEGREES 00 MINUTES 00 SECONDS WEST 923.34 FEET  
 AND N. 26 DEGREES 04 MINUTES 02 SECONDS WEST 3274.00 FEET AND S. 87  
 DEGREES 36 MINUTES 10 SECONDS EAST 760.00 FEET AND S. 13 DEGREES 21  
 MINUTES 07 SECONDS EAST 75.00 FEET AND S. 54 DEGREES 03 MINUTES 19  
 SECONDS EAST 36.72 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 3,  
 T. 3 N., R. 11 E., AND PROCEEDING THENCE S. 34 DEGREES 03 MINUTES  
 19 SECONDS EAST 19.28 FEET; THENCE S. 30 DEGREES 37 MINUTES 27  
 SECONDS EAST 194.32 FEET; THENCE S. 14 DEGREES 24 MINUTES 34  
 SECONDS WEST 49.00 FEET; THENCE S. 39 DEGREES 29 MINUTES 01 SECONDS  
 WEST 254.22 FEET; THENCE N. 31 DEGREES 00 MINUTES 00 SECONDS WEST  
 92.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 205.00 FEET,  
 AN ARC DISTANCE OF 506.22 FEET, CENTRAL ANGLE 41 DEGREES 29 MINUTES  
 08 SECONDS, CHORD 387.06 FEET, CHORD BEARING N. 19 DEGREES 44  
 MINUTES 33 SECONDS E., TO THE POINT OF BEGINNING, CONTAINING 88,473  
 SQUARE FEET. SUBJECT TO EASEMENTS OF RECORD.



|         |       |   |  |
|---------|-------|---|--|
| RECORDS |       | TITLE PAGE 5  |  |
| FILE    | DATE  | BARNETT & SMITH, INC.<br>Surveyors & Engineers<br>11111 11111<br>11111 11111<br>11111 11111 |  |
| 11111   | 11111 | 11111 11111   |  |



| PT | NORTH   | EAST    |
|----|---------|---------|
| 1  | 4840.97 | 1961.32 |
| 2  | 4902.17 | 2320.68 |
| 3  | 4872.13 | 2320.45 |
| 4  | 4403.71 | 2199.20 |
| 5  | 4349.82 | 2270.89 |
| 6  | 4070.04 | 2420.63 |
| 7  | 3915.89 | 2438.83 |
| 8  | 3589.33 | 2666.00 |
| 9  | 3426.86 | 2786.39 |
| 10 | 3431.73 | 2648.13 |
| 11 | 3490.65 | 2547.42 |
| 12 | 3529.42 | 2399.21 |
| 13 | 3603.78 | 2317.84 |
| 14 | 3681.77 | 2321.10 |
| 15 | 3689.66 | 2395.09 |
| 16 | 3774.47 | 2388.85 |
| 17 | 3706.38 | 2309.37 |
| 18 | 3916.10 | 2208.50 |
| 19 | 3955.41 | 2301.71 |
| 20 | 4041.11 | 2391.14 |
| 21 | 4022.78 | 2268.75 |
| 22 | 4130.95 | 2197.36 |
| 23 | 4254.01 | 2506.08 |
| 24 | 4333.29 | 2252.30 |
| 25 | 4188.37 | 2007.38 |
| 26 | 4421.70 | 2131.50 |
| 27 | 4384.57 | 1978.23 |
| 28 | 4438.28 | 2024.31 |
| 29 | 4433.07 | 1924.50 |
| 30 | 4646.90 | 1880.83 |
| 31 | 4616.33 | 2089.52 |
| 32 | 4673.74 | 2029.30 |
| 33 | 4690.06 | 1922.90 |
| 34 | 4778.28 | 1816.79 |
| 35 | 4898.90 | 1898.77 |
| 36 | 4889.41 | 2073.81 |



GENERAL COMMON ELEMENT 022222  
LIMITED COMMON ELEMENT

AMENDED OCT. 4, 1973  
(\*) PROPOSES STEEL BAR  
P PROPOSES PORCH  
PA PROPOSES PAVEMENT AREA  
AMENDED 8-16-74

KING'S COVE

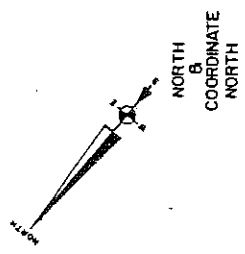


SITE PLAN

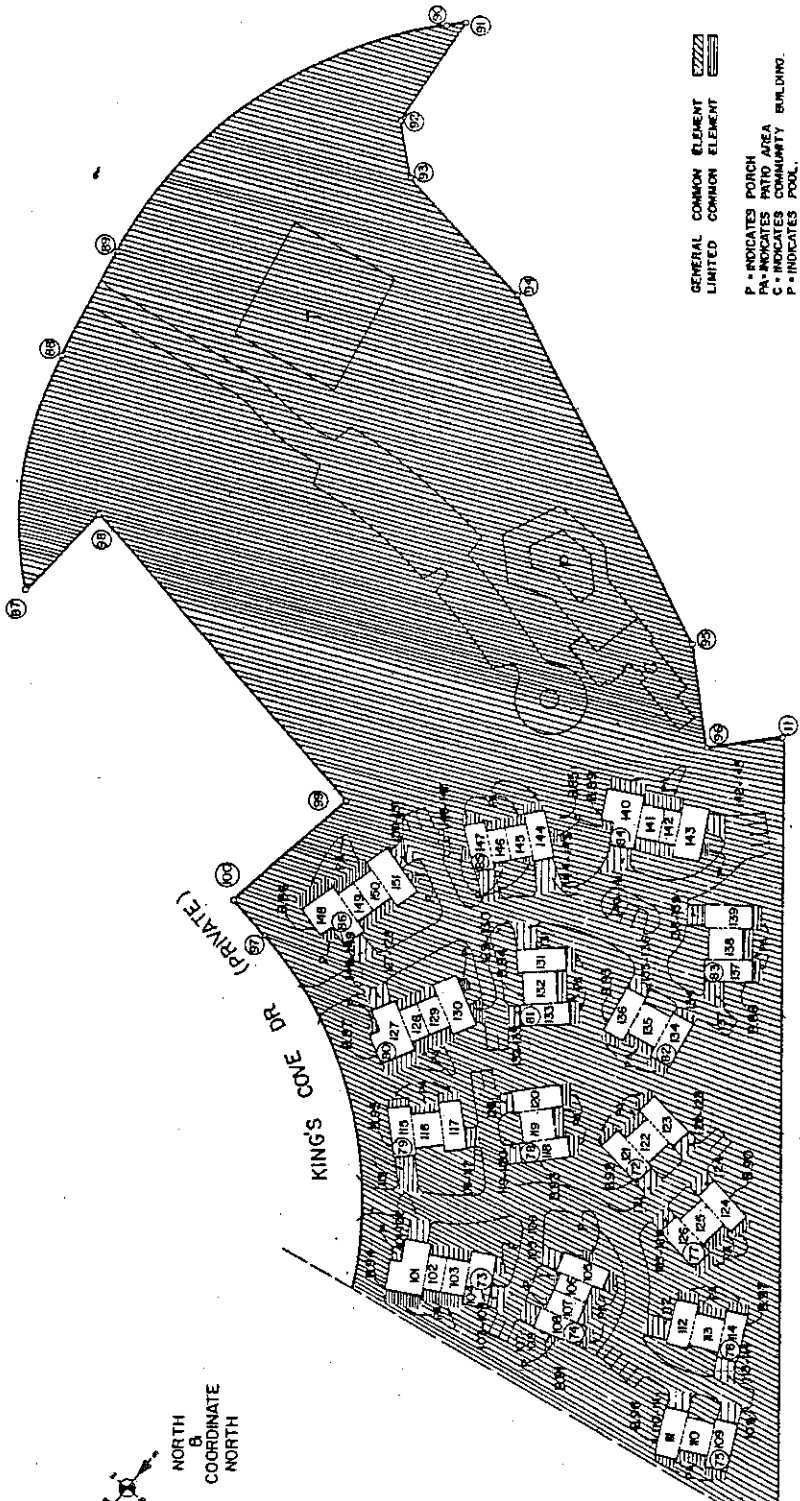
|         |          |
|---------|----------|
| DATE    | 10-16-74 |
| BY      | R.A.S.   |
| CHECKED | R.A.S.   |
| SCALE   | 1" = 50' |

ROBERT A. SMITH, INC.  
CIVIL ENGINEERS  
10000  
10000





KING'S COVE DR (PRIVATE)



GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

P - INDICATES PORCH  
 PA - INDICATES PATIO AREA  
 C - INDICATES COMMON ELEMENT BUILDING  
 B - INDICATES BUILDING  
 T - INDICATES TENNIS COURTS

AMENDED: 9-18-74

KING'S COVE

SITE PLAN



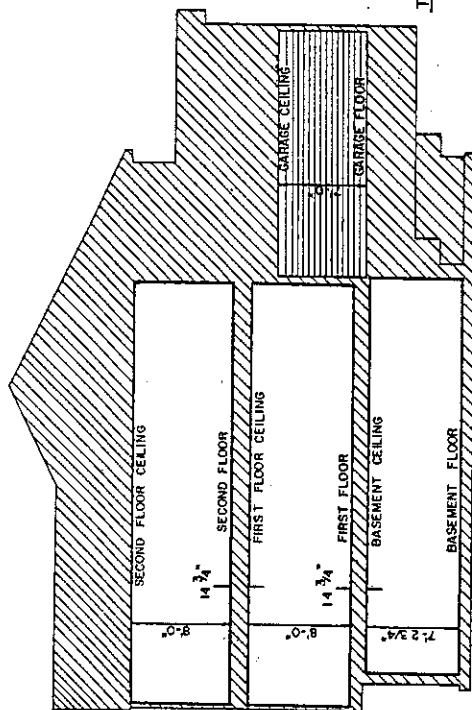
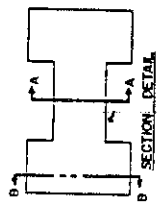
| PT | NORTH   | EAST    | PT | NORTH   | EAST    | PT | NORTH   | EAST    |
|----|---------|---------|----|---------|---------|----|---------|---------|
| 78 | 323.80  | 2675.72 | 88 | 2734.66 | 3418.82 | 98 | 2983.73 | 3594.63 |
| 79 | 3282.26 | 2787.97 | 89 | 2621.73 | 3414.84 | 99 | 3124.03 | 3595.89 |
| 80 | 3206.23 | 2838.63 | 90 | 2281.25 | 3226.91 |    |         |         |
| 81 | 308.41  | 2726.84 | 91 | 2270.00 | 3270.37 |    |         |         |
| 82 | 3078.84 | 2459.89 | 92 | 2383.90 | 3276.25 |    |         |         |
| 83 | 3171.16 | 2842.05 | 93 | 2488.34 | 3193.85 |    |         |         |
| 84 | 3381.26 | 2548.94 | 94 | 2485.15 | 3049.63 |    |         |         |
| 85 | 3405.32 | 2368.19 | 95 | 2703.28 | 2752.24 |    |         |         |
| 86 | 3305.70 | 2405.79 | 96 | 2788.54 | 2696.75 |    |         |         |
| 87 | 3245.53 | 2486.32 | 97 | 3142.03 | 2994.32 |    |         |         |
|    |         |         | 98 | 2854.87 | 3380.41 |    |         |         |

MATCH LINE  
 SEE SHEET NO 34

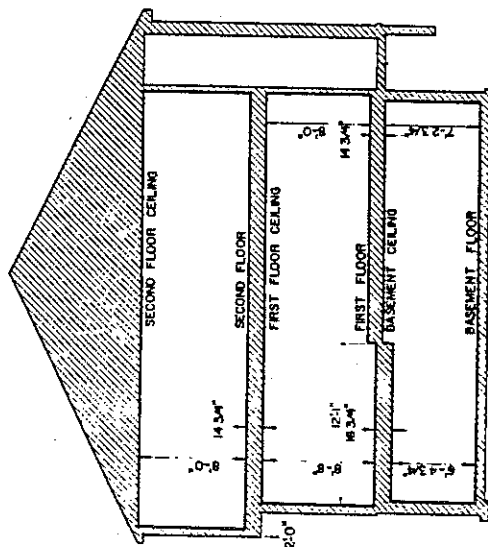
WASLEY & SMITH, INC.  
 1450  
 1450







CROSS SECTION B-B



CROSS SECTION A-A

TABLE OF USC. 8. GS ELEVATIONS

| BLDG. NO. | FIRST FLOOR ELEVATION | 2ND FLOOR ELEVATION |
|-----------|-----------------------|---------------------|
| 31        | 80700                 | 81763               |

GENERAL COMMON ELEMENT 22222  
LIMITED COMMON ELEMENT 22223  
LIMITS OF OWNERSHIP

KING'S COVE

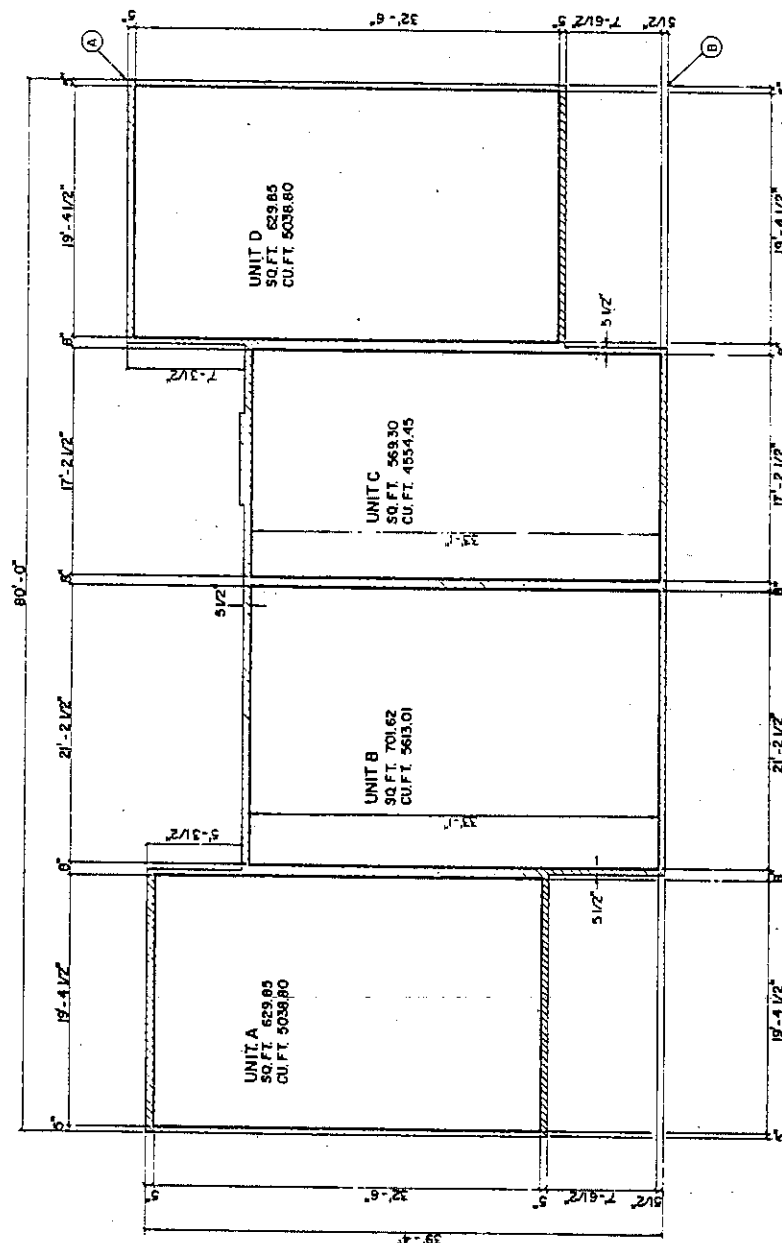


CROSS SECTION FOR  
BLDG'S 31, 91

31-91-74  
31-91-75  
31-91-76  
31-91-77  
31-91-78  
31-91-79  
31-91-80  
31-91-81  
31-91-82  
31-91-83  
31-91-84  
31-91-85  
31-91-86  
31-91-87  
31-91-88  
31-91-89  
31-91-90  
31-91-91  
31-91-92  
31-91-93  
31-91-94  
31-91-95  
31-91-96  
31-91-97  
31-91-98  
31-91-99  
31-91-100

| BLDG. NO. | POINT | NORTH   | EAST    | BEARING     | FROM A TO B |
|-----------|-------|---------|---------|-------------|-------------|
| 31        | C     | 4728.07 | 2255.94 | S26N50°07'W |             |
| 31        | A     | 3361.26 | 2398.94 | N17°50'00"E |             |

| BLDG. NO. | UNIT |     |     |     |
|-----------|------|-----|-----|-----|
|           | A    | B   | C   | D   |
| 31        | 169  | 169 | 170 | 171 |
| 91        | 106  | 106 | 107 | 108 |



LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT 07222

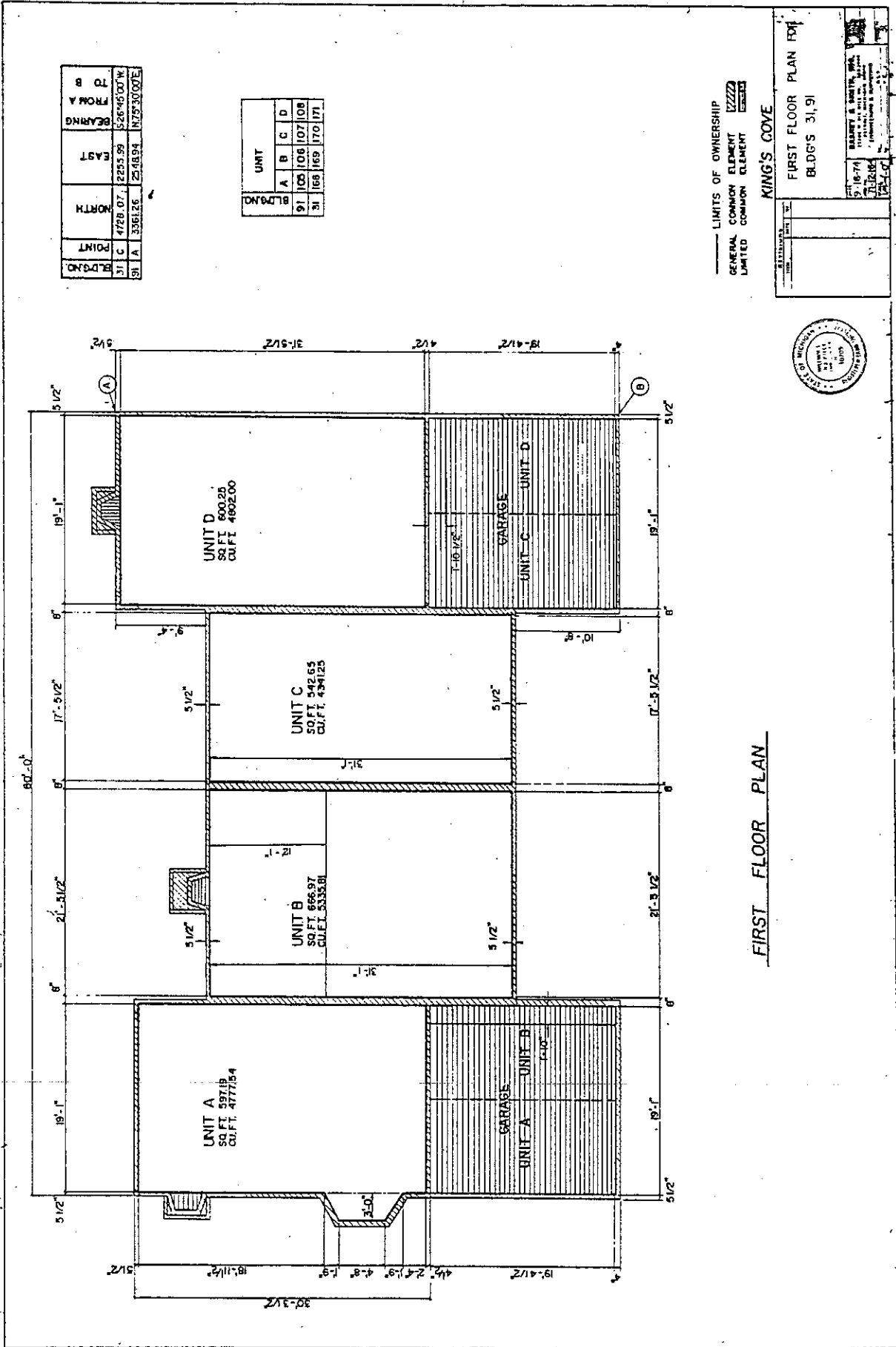
## SECOND FLOOR PLAN

KING'S COVE

SECOND FLOOR PLAN  
FOR BLDG'S 31, 91



|        |                        |    |
|--------|------------------------|----|
| 51674  | BARRETT A. SMITH, INC. | 32 |
| 174-60 | 174-60                 |    |



LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT 12222  
LIMITED COMMON ELEMENT 12222

**KING'S COVE**

FIRST FLOOR PLAN FOR  
BLDG'S 31, 91

DATE: 5-18-74  
BY: J. L. SMITH, JR.  
CHECKED: J. L. SMITH, JR.  
SCALE: 1/8" = 1'-0"

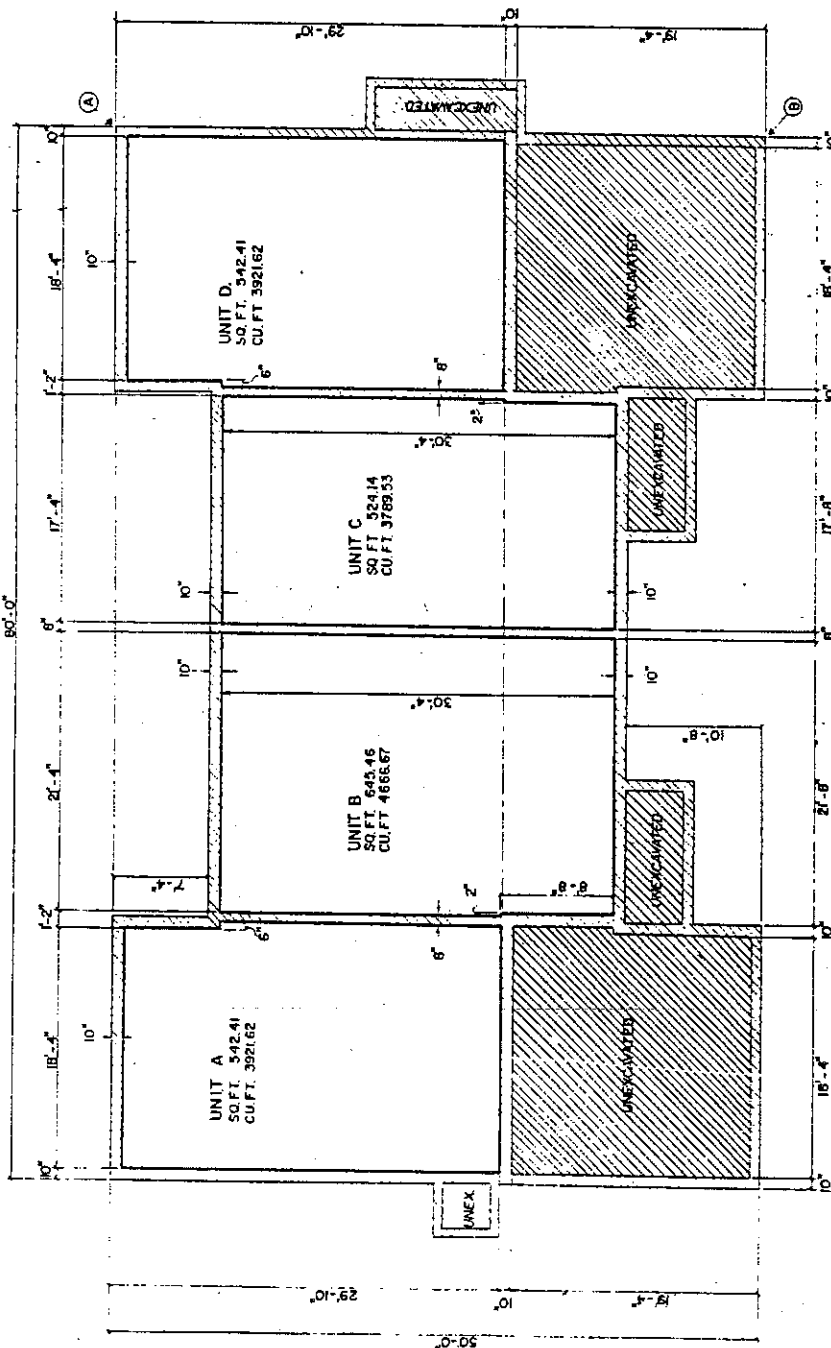


FIRST FLOOR PLAN









| BLDG. NO. | POINT | NORTH   | EAST    | BEARING     | FROM A TO B |
|-----------|-------|---------|---------|-------------|-------------|
| 31        | C     | 4728.07 | 2255.90 | S26°45'00"W |             |
| 91        | A     | 3361.26 | 2548.94 | N75°30'00"E |             |

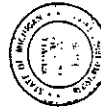
| BLDG. NO. | UNIT |     |     |     |
|-----------|------|-----|-----|-----|
|           | A    | B   | C   | D   |
| 31        | 168  | 169 | 170 | 171 |
| 91        | K05  | K06 | K07 | K08 |

LIMITS OF OWNERSHIP  
 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

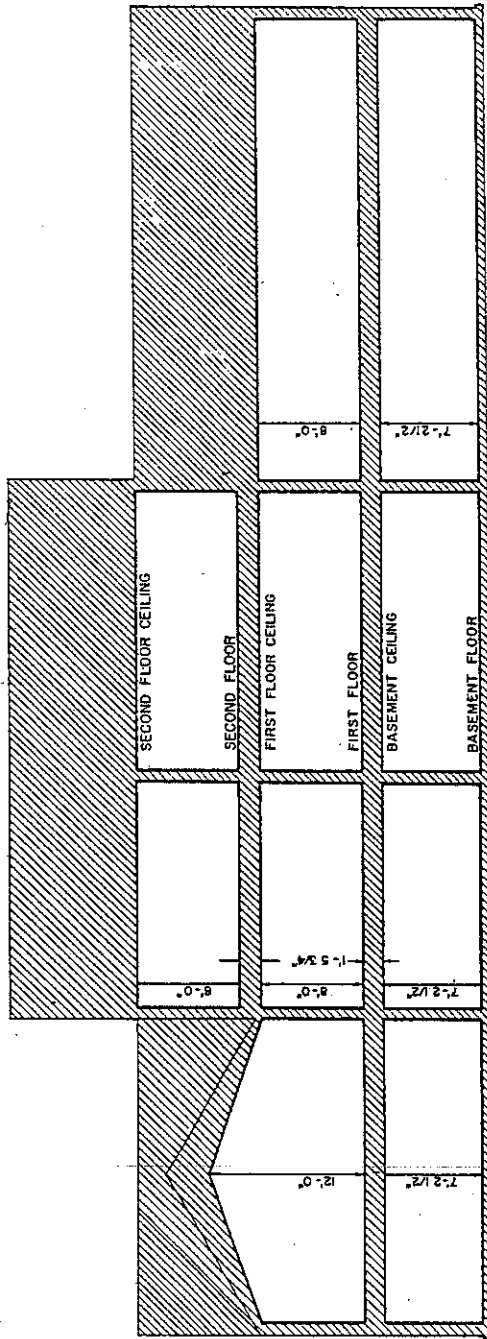
BASEMENT PLAN

KING'S COVE

BASEMENT PLAN FOR  
 BLDGS 31, 91



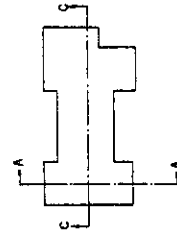
|         |  |    |    |
|---------|--|----|----|
| 9-1574  | BASNET & SMITH, INC.<br>JAMES W. SMITH, JR., PRES.<br>200 N. 1st St., Chicago, Ill. 10 | 66 | 30 |
| 1-12-54 | 1-12-54  |    |    |



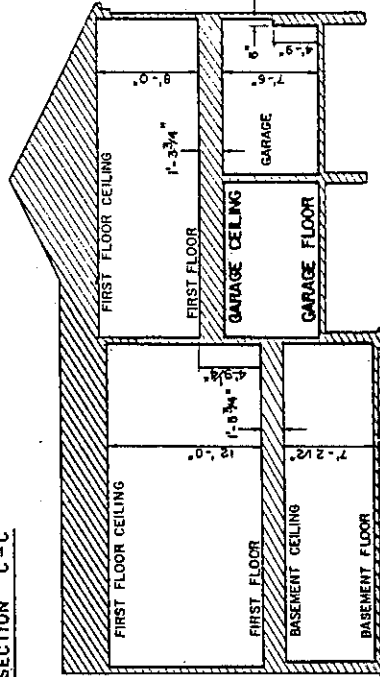
LONGITUDINAL SECTION C-C

TABLE OF U.S.C. & S.S. ELEV.

| BLDG. NO. | FIRST FLOOR ELEVATION |
|-----------|-----------------------|
| 32        | 806.00                |
| 34        | 807.00                |
| 36        | 808.00                |
| 38        | 809.00                |
| 40        | 810.00                |
| 42        | 811.00                |
| 44        | 812.00                |
| 46        | 813.00                |
| 48        | 814.00                |
| 50        | 815.00                |
| 52        | 816.00                |
| 54        | 817.00                |
| 56        | 818.00                |
| 58        | 819.00                |
| 60        | 820.00                |
| 62        | 821.00                |
| 64        | 822.00                |
| 66        | 823.00                |
| 68        | 824.00                |
| 70        | 825.00                |
| 72        | 826.00                |
| 74        | 827.00                |
| 76        | 828.00                |
| 78        | 829.00                |
| 80        | 830.00                |
| 82        | 831.00                |
| 84        | 832.00                |
| 86        | 833.00                |
| 88        | 834.00                |
| 90        | 835.00                |
| 92        | 836.00                |
| 94        | 837.00                |
| 96        | 838.00                |
| 98        | 839.00                |
| 100       | 840.00                |



SECTION DETAIL



SECTION A-A

GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

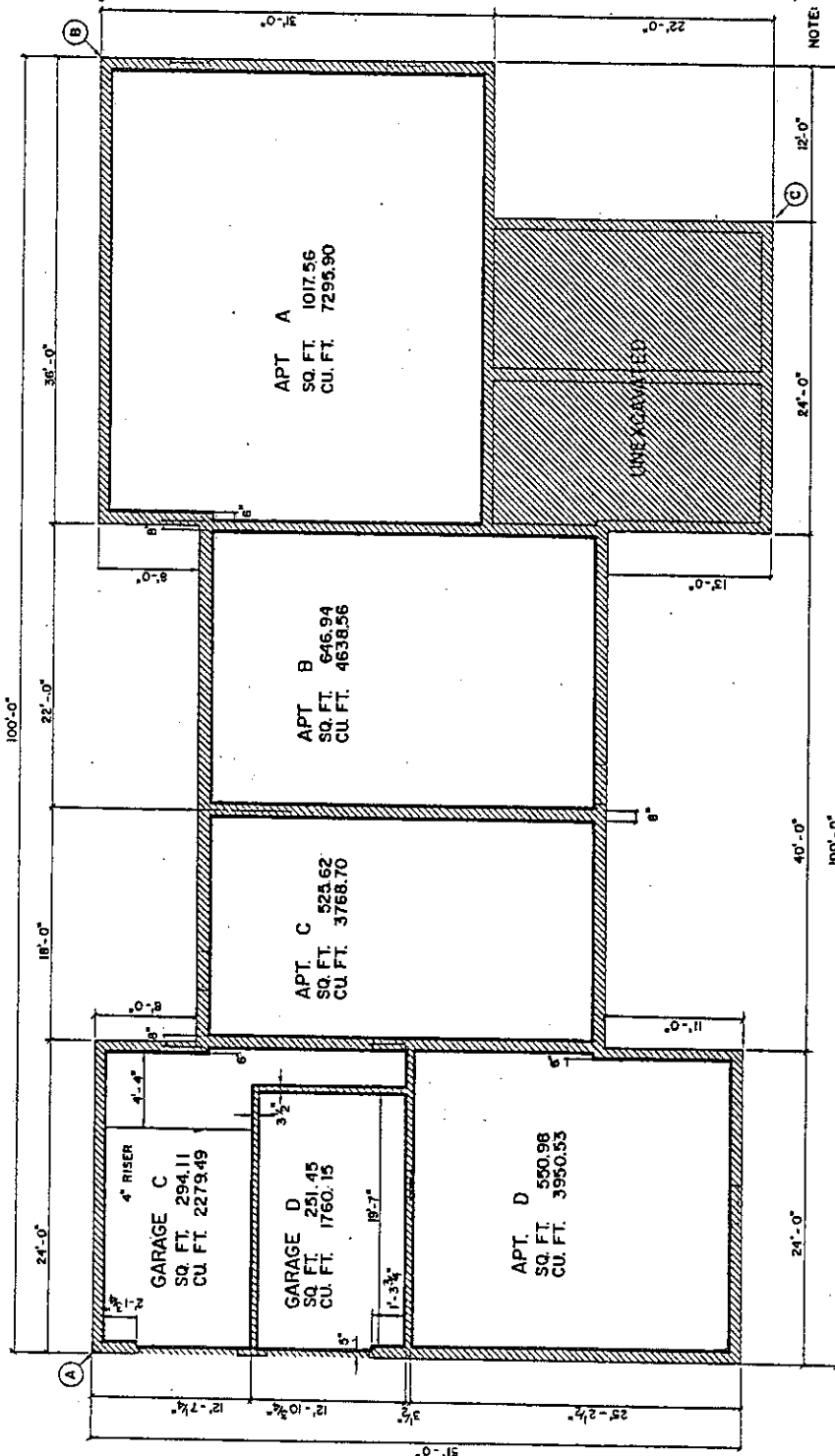
--- LIMITS OF OWNERSHIP

KING'S COVE  
LONGITUDINAL SECTION FOR BLD'GS.  
7, 11, 19, 21, 23, 32, 34, 67, 70, 85, 87 & 94

|         |               |
|---------|---------------|
| DATE    | 7-18-74       |
| BY      | T. H. 7-12-84 |
| CHECKED | 7-12-84       |
| SCALE   | 1/4" = 1'-0"  |

PREPARED BY  
BARRY & SMITH, INC.  
1100 N. 10th St., Suite 100  
Phoenix, Arizona 85006





NOTE: LIMITS OF OWNERSHIP  
OF EXTERIOR WALLS ARE  
SPECIFIED

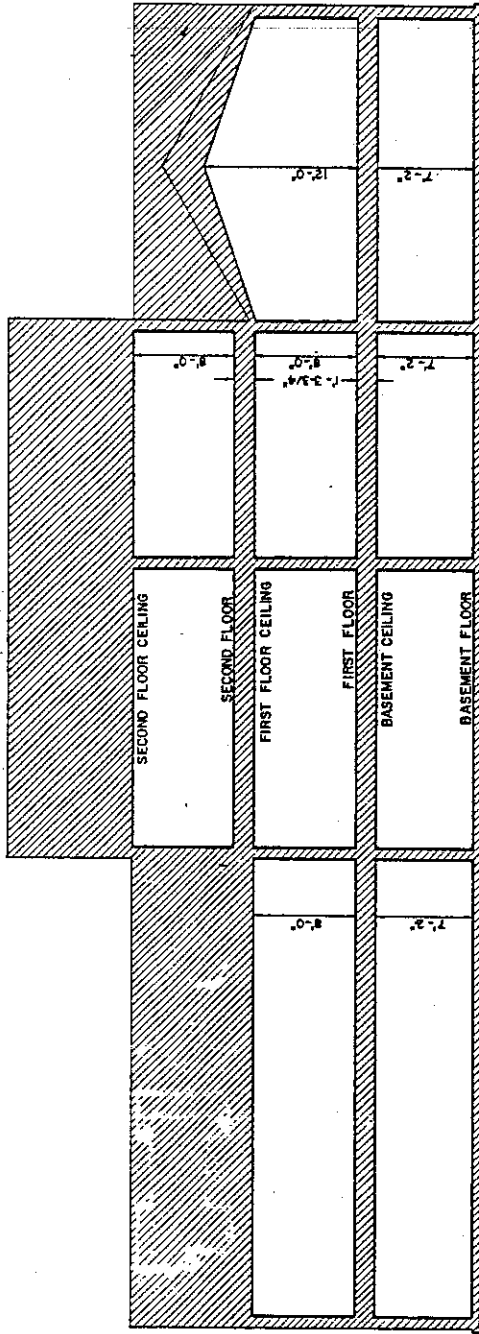
GENERAL  
LIMITED  
COMMON ELEMENT

KING'S COVE  
TYPICAL LOWER LEVEL  
PLAN FOR BLDGS.  
2, 7, 11, 19, 21, 28, 32, 34, 36,  
42, 67, 70, 85, 87, 94

2-11-75  
BARKLEY & SMITH, INC.  
172 E. 11th St.  
Chicago, Ill. 60605

| BLDG NO. | PT. | NORTH   | EAST    | BEARING A TO B  | BLDG NO. | PT. | NORTH   | EAST    | BEARING A TO B  |
|----------|-----|---------|---------|-----------------|----------|-----|---------|---------|-----------------|
| 7        | A   | 3953.41 | 2304.71 | N 63° 20' 00" E | 7        | C   | 3044.82 | 3045.33 | N 68° 00' 00" W |
| 11       | B   | 4254.01 | 2305.08 | N 62° 30' 00" E |          |     |         |         |                 |
| 19       | B   | 4696.33 | 2069.52 | S 85° 30' 00" E |          |     |         |         |                 |
| 21       | A   | 3490.55 | 2547.92 | N 45° 00' 00" E |          |     |         |         |                 |
| 28       | A   | 4096.90 | 1896.77 | N 67° 35' 00" E | 67       | A   | 3895.21 | 2805.49 | S 75° 35' 27" E |
| 32       | A   | 4694.47 | 2250.35 | S 01° 20' 48" E | 70       | A   | 3873.50 | 2843.15 | S 07° 29' 19" W |
| 34       | A   | 4605.08 | 2317.28 | S 30° 34' 56" E | 85       | C   | 3008.23 | 2843.52 | S 35° 10' 00" W |
| 36       | A   | 4423.94 | 2388.98 | S 46° 03' 31" E | 87       | B   | 3206.23 | 2839.63 | S 28° 00' 00" W |
| 42       | A   | 4270.40 | 2704.60 | S 66° 28' 02" E | 94       | A   | 3371.18 | 2842.09 | N 59° 30' 00" E |

TYPICAL LOWER LEVEL PLAN



LONGITUDINAL SECTION C-C

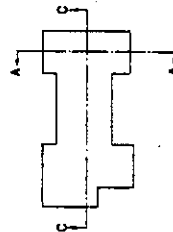
TABLE OF U.S.C.B.G. ELEV.

| BLDG. NO. | FLOOR | ELEVATION |
|-----------|-------|-----------|
| 9         | 00233 | 13        |
| 13        | 80133 | 24        |
| 24        | 81033 | 30        |
| 30        | 79483 | 38        |
| 38        | 80433 | 39        |
| 39        | 80833 | 40        |
| 40        | 80333 | 71        |
| 71        | 80133 | 72        |
| 72        | 80333 | 86        |
| 86        | 79890 | 89        |
| 89        | 79160 |           |

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
LIMITS OF OWNERSHIP

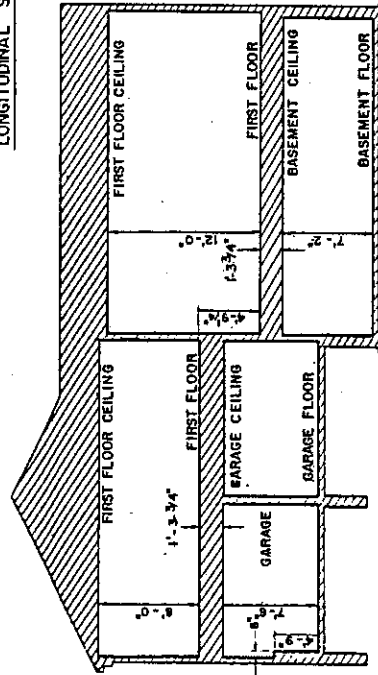
KING'S COVE  
CROSS SECTIONS OF BLDGS  
9,13,26,30,38,39,40,71,72,86,89

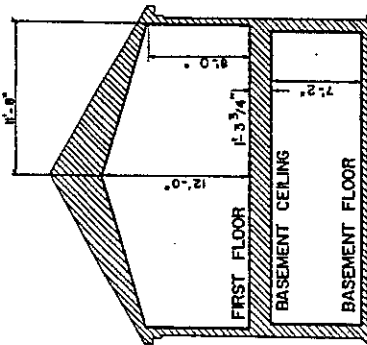
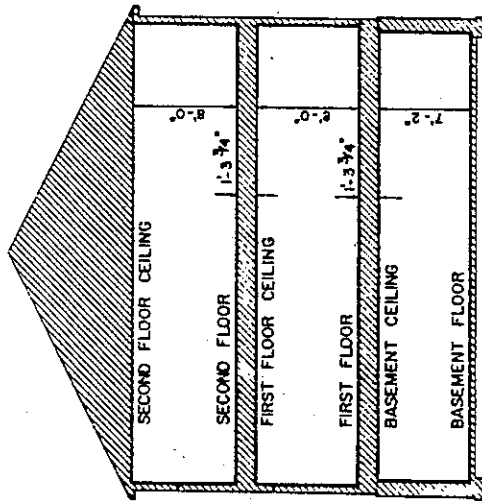
|          |  |            |  |              |  |
|----------|--|------------|--|--------------|--|
| SECTION  |  | DATE       |  | BY           |  |
|          |  |            |  |              |  |
| DRAWN BY |  | CHECKED BY |  | APPROVED BY  |  |
|          |  |            |  |              |  |
| SCALE    |  | SHEET NO.  |  | TOTAL SHEETS |  |
|          |  | 24         |  | 9            |  |



SECTION DETAIL

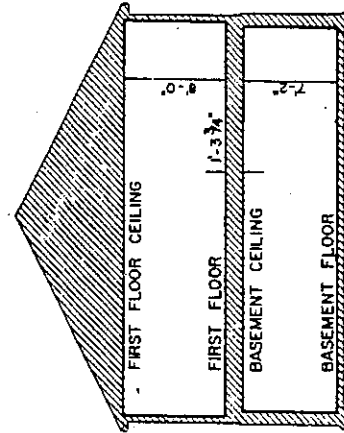
SECTION A-A



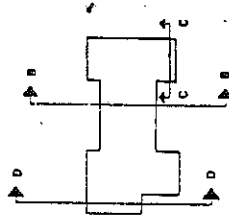


SECTION C-C

SECTION B-B



SECTION D-D



SECTION DETAIL

TABLE OF ELEVATIONS

| BLDG. | FIRST FLOOR |
|-------|-------------|
| 9     | 802.33      |
| 13    | 807.33      |
| 26    | 802.33      |
| 30    | 794.83      |
| 38    | 804.33      |
| 39    | 808.33      |
| 40    | 803.33      |
| 71    | 803.83      |
| 72    | 803.33      |
| 86    | 796.60      |
| 89    | 791.60      |

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

| KING'S COVE                    |                      |
|--------------------------------|----------------------|
| CROSS SECTIONS OF BLDGS.       |                      |
| 9, 13, 26, 30, 38, 39, 40, 71, | 72, 86, 89           |
| 2-11-75                        | DISNEY & SMITH, INC. |
| 7-12-80                        | 7-12-80              |
| 1-1-81                         | 1-1-81               |



| BLDG. NO. | POINT | NORTH    | EAST    | BEARING         | FROM A |
|-----------|-------|----------|---------|-----------------|--------|
| 9         | B     | 404° 11' | 2391.14 | S 27° 00' 00" E |        |
| 13        | B     | 433° 22' | 2252.30 | N 45° 35' 00" E |        |
| 26        | B     | 488° 41' | 2075.61 | N 67° 00' 00" W |        |
| 30        | B     | 471° 28' | 1865.73 | S 11° 40' 00" W |        |
| 38        | B     | 431° 18' | 2488.87 | N 24° 17' 4" W  |        |
| 39        | B     | 434° 33' | 2635.40 | N 05° 31' 1" W  |        |
| 40        | A     | 409° 15' | 2550.34 | N 54° 45' 50" W |        |
| 71        | A     | 378° 20' | 2697.68 | S 74° 13' 08" W |        |
| 72        | C     | 373° 59' | 2831.29 | S 38° 33' 17" W |        |
| 86        | A     | 311° 54' | 2922.07 | S 54° 20' 00" W |        |
| 89        | A     | 291° 46' | 2739.60 | S 60° 00' 00" W |        |

| UNIT | UNIT |     |     |     |
|------|------|-----|-----|-----|
|      | A    | B   | C   | D   |
| 9    | 49   | 50  | 51  | 52  |
| 13   | 33   | 34  | 35  | 36  |
| 26   | 1    | 2   | 3   | 4   |
| 30   | 9    | 10  | 11  | 12  |
| 38   | 20   | 21  | 22  | 23  |
| 39   | 208  | 209 | 210 | 211 |
| 40   | 212  | 213 | 214 | 215 |
| 71   | 156  | 157 | 158 | 159 |
| 72   | 162  | 163 | 164 | 165 |
| 86   | 148  | 149 | 150 | 151 |
| 89   | 140  | 141 | 142 | 143 |

NOTE: ALL EXTERIOR WALLS ARE 4" LIMITS OF OWNERSHIP

# TYPICAL SECOND FLOOR PLAN

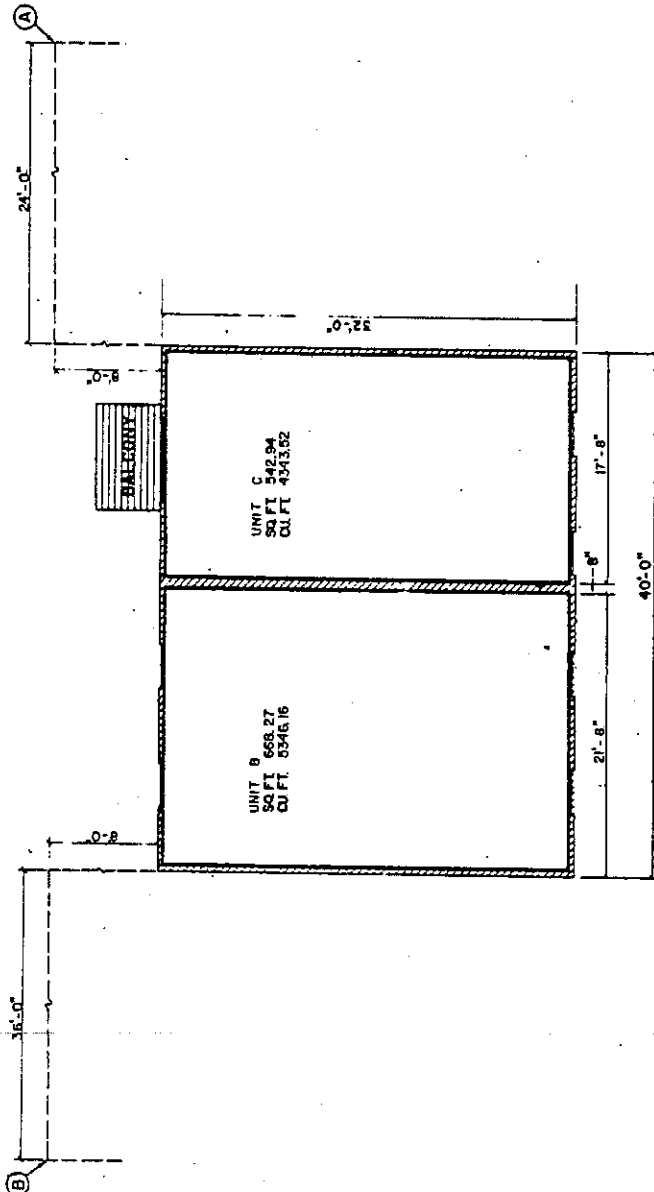
GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

KING'S COVE

TYPICAL SECOND FLOOR PLAN FOR BLDGS

9, 13, 26, 30, 38, 39, 40, 71, 72, 86, 89

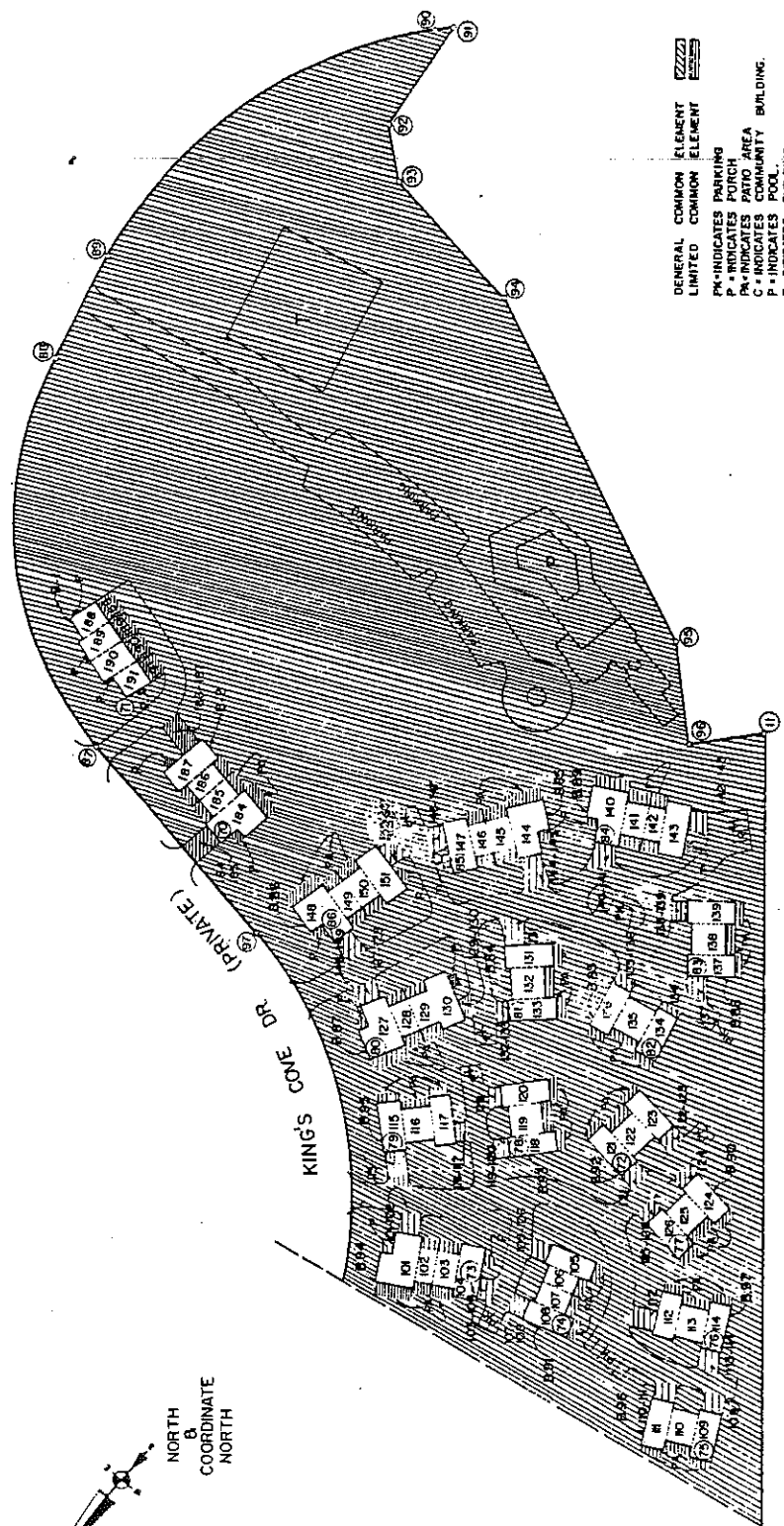
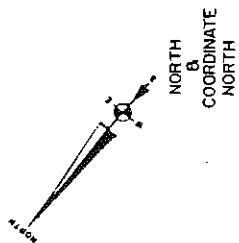
|         |                      |
|---------|----------------------|
| 2-11-75 | SASNEY & SMITH, INC. |
| 3-12-86 | INCORPORATED         |
| 1-23-87 |                      |











- GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT
- PK-INDICATES PARKING  
P-INDICATES PORCH  
PA-INDICATES PATIO AREA  
C-INDICATES COMMUNITY BUILDING  
B-INDICATES BUILDING  
T-INDICATES TENNIS COURTS

**KINGS COVE**

**SITE PLAN**

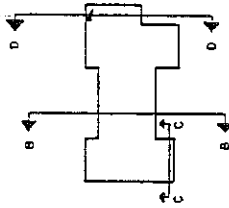
DATE: 2-11-75  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

SCALE: 1" = 80'

38

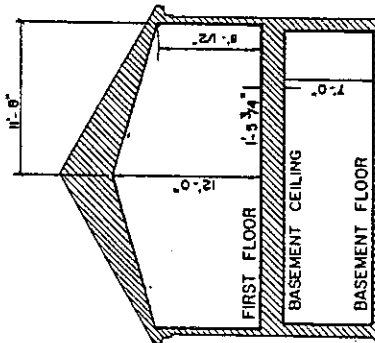
| ST | NORTH   | EAST    | ST | NORTH   | EAST    | ST | NORTH   | EAST    | ST  | NORTH   | EAST    |
|----|---------|---------|----|---------|---------|----|---------|---------|-----|---------|---------|
| 11 | 4642.39 | 2102.93 | 79 | 3282.26 | 2787.97 | 89 | 2621.73 | 3414.94 | 99  | 2734.66 | 3418.92 |
| 12 | 397.84  | 2569.86 | 80 | 3206.23 | 2839.63 | 90 | 2281.25 | 3225.91 | 100 | 2270.00 | 3210.37 |
| 13 | 3371.18 | 2642.05 | 81 | 310.41  | 2736.84 | 91 | 2383.90 | 3226.26 | 101 | 2483.34 | 3193.85 |
| 14 | 3381.26 | 2548.94 | 82 | 3078.97 | 2661.42 | 92 | 2483.34 | 3193.85 | 102 | 2483.34 | 3193.85 |
| 15 | 3409.32 | 2548.94 | 83 | 2994.11 | 2597.18 | 93 | 2483.34 | 3193.85 | 103 | 2483.34 | 3193.85 |
| 16 | 3305.70 | 2403.79 | 84 | 2914.61 | 2719.60 | 94 | 2483.34 | 3193.85 | 104 | 2483.34 | 3193.85 |
| 17 | 3245.53 | 2483.32 | 85 | 3006.23 | 2849.35 | 95 | 2705.28 | 3232.24 | 105 | 2483.34 | 3193.85 |
|    |         |         | 86 | 3119.64 | 2932.07 | 96 | 2788.44 | 3232.24 | 106 | 2483.34 | 3193.85 |
|    |         |         | 87 | 3064.62 | 3056.33 | 97 | 3112.03 | 2994.32 | 107 | 2483.34 | 3193.85 |
|    |         |         | 88 | 3054.43 | 3211.43 | 98 | 3007.86 | 3215.02 | 108 | 2483.34 | 3193.85 |

MATCH LINE  
SEE SHEET W-34



**SECTION DETAIL**

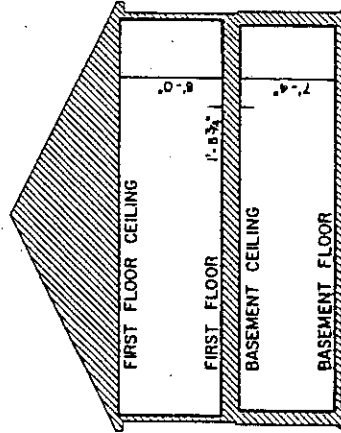
SECTION B - B



SECTION · C - C

### TABLE OF ELEVATIONS.

| BLD'G. | FIRST FL. | BUD'G. | U.S.C. DATA |
|--------|-----------|--------|-------------|
| 7      | \$01.33   | 32     | \$08.00     |
| 11     | \$03.33   | 34     | \$07.00     |
| 19     | \$02.33   | -      | -           |
| 21     | \$98.63   | -      | -           |
| 28     | \$98.03   | 67     | \$03.00     |
| 65     | \$08.50   | 70     | \$02.00     |
| 87     | \$08.50   | -      | -           |
| 94     | \$18.50   | -      | -           |



SECTION D - D

| GENERAL<br>LIMITED | COMMON<br>COMMON | ELEMENT<br>ELEMENT |
|--------------------|------------------|--------------------|
|                    |                  |                    |

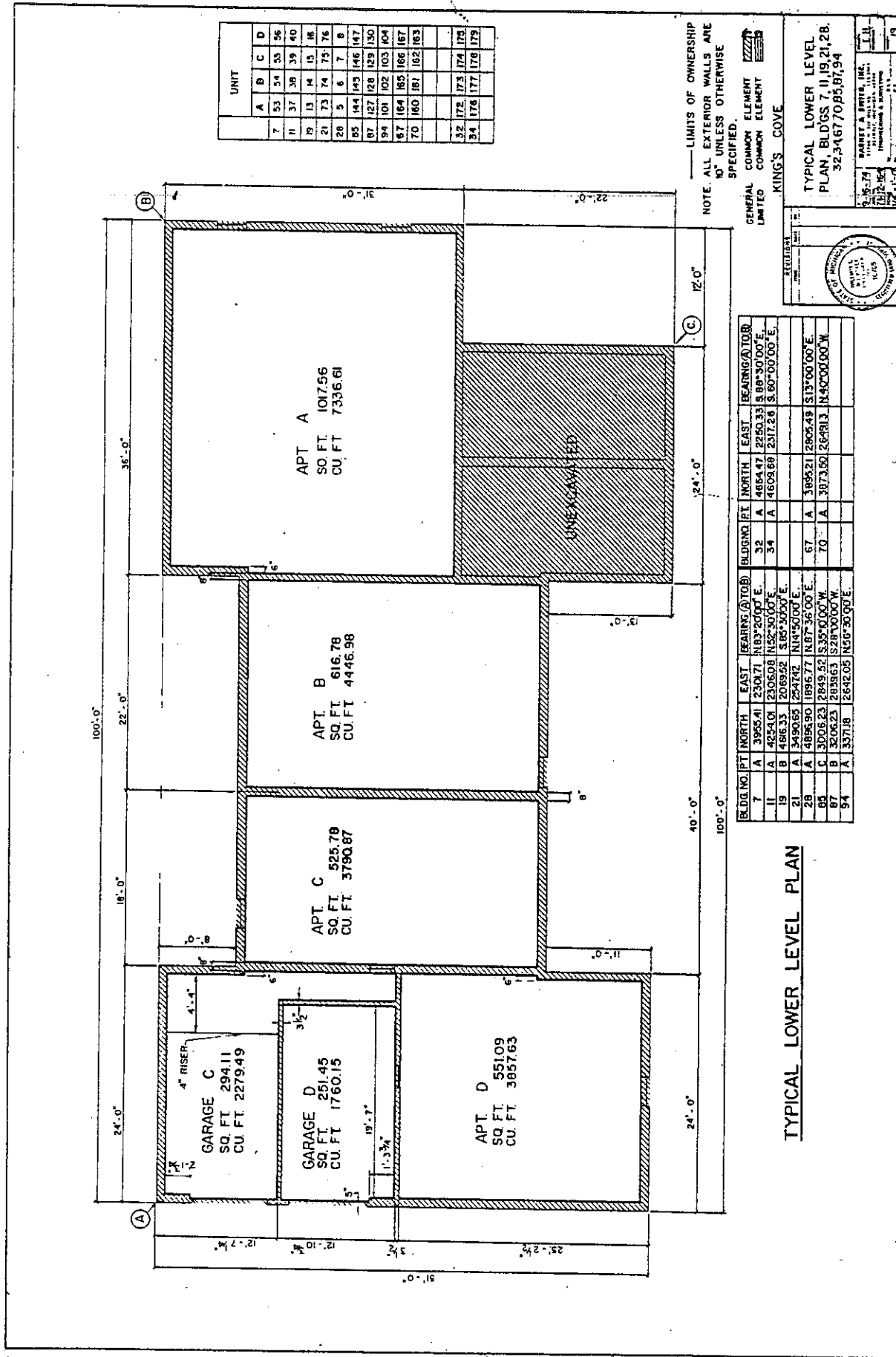
### — LIMITS OF OWNERSHIP

KING'S COVE

| CROSS SECTIONS OF   |
|---|
| BLD'GS. 7, 11, 19, 21, 28, 85,<br>87, 94, 32, 34, 67, 70, |



|         |  |    |
|---------|--|----|
| 9-16-74 | DAVID A SMITH, JR.<br>JAMES W SMITH JR<br>JAMES W SMITH JR<br>JAMES W SMITH JR<br>JAMES W SMITH JR | 22 |
|---------|--|----|



| UNIT |     |     |     |
|------|-----|-----|-----|
| A    | B   | C   | D   |
| 7    | 53  | 34  | 55  |
| 11   | 37  | 38  | 39  |
| 19   | 13  | 14  | 15  |
| 21   | 73  | 74  | 75  |
| 28   | 5   | 6   | 7   |
| 85   | 144 | 145 | 146 |
| 87   | 127 | 128 | 129 |
| 94   | 101 | 102 | 103 |
| 67   | 164 | 165 | 166 |
| 70   | 160 | 161 | 162 |
| 32   | 172 | 173 | 174 |
| 34   | 176 | 177 | 178 |
| 179  | 179 | 179 | 179 |

— LIMITS OF OWNERSHIP  
NOTE. ALL EXTERIOR WALLS ARE  
10' UNLESS OTHERWISE  
SPECIFIED.

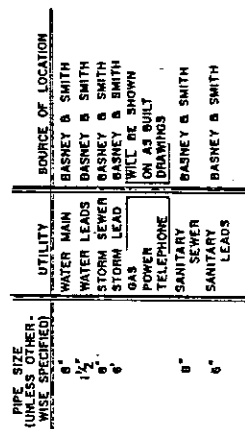
GENERAL COMMON ELEMENT  
LIMITED  
KING'S COVE

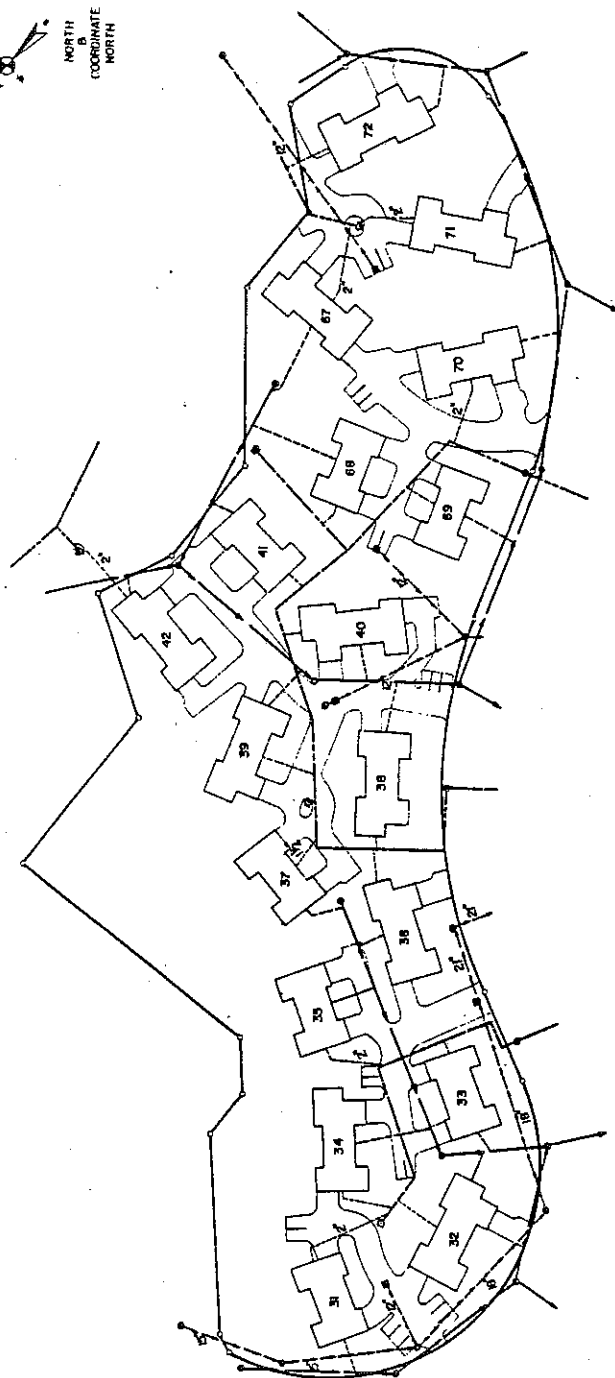
TYPICAL LOWER LEVEL  
PLAN, BLDGS. 7, 11, 19, 21, 28,  
32, 34, 67, 70, 85, 87, 94

| BLDG. NO. | PT. | NORTH   | EAST    | BEARING (TO B) | BLDG. NO. | PT. | NORTH   | EAST    | BEARING (TO B) |
|-----------|-----|---------|---------|----------------|-----------|-----|---------|---------|----------------|
| 7         | A   | 3953.41 | 2304.71 | N83°20'00"E    | 32        | A   | 4854.47 | 2250.33 | S89°30'00"E    |
| 11        | A   | 4234.01 | 2305.08 | N82°30'00"E    | 34        | A   | 4603.69 | 2317.28 | S80°00'00"E    |
| 19        | B   | 486.33  | 2089.32 | S85°30'00"E    |           |     |         |         |                |
| 21        | A   | 3490.65 | 2547.42 | N4°50'00"E     |           |     |         |         |                |
| 28        | A   | 4896.90 | 1896.77 | N87°36'00"E    | 67        | A   | 3895.21 | 2805.49 | S13°00'00"E    |
| 85        | C   | 3006.23 | 2849.52 | S35°00'00"W    | 70        | A   | 3073.50 | 2649.13 | N40°00'00"W    |
| 87        | B   | 3206.23 | 2839.63 | S28°00'00"W    |           |     |         |         |                |
| 94        | A   | 3371.8  | 2642.05 | N50°30'00"E    |           |     |         |         |                |

# TYPICAL LOWER LEVEL PLAN

BARNEY A. WHITE, INC.  
1100 N. 10TH ST., SUITE 1100  
DENVER, CO 80202  
ARCHITECTS & ENGINEERS  
REGISTERED PROFESSIONAL  
NO. 111111  
11/12/84





| PIPE SIZE<br>UNLESS OTHERWISE<br>SPECIFIED | UTILITY            | SOURCE OF LOCATION                        |
|--|--------------------|---|
| 8"   | WATER MAIN         | BASNEY & SMITH                            |
| 12"  | WATER LEADS        | BASNEY & SMITH                            |
| 8"   | STORM LEAD         | BASNEY & SMITH                            |
| 6"   | STORM LEAD         | BASNEY & SMITH                            |
| 6"   | GAS                | WILL BE SHOWN<br>ON AS BUILT<br>DRAWINGS. |
| 6"   | POWER<br>TELEPHONE | BASNEY & SMITH                            |
| 6"   | SANITARY<br>SEWER  | BASNEY & SMITH                            |
| 6"   | SANITARY<br>LEADS  | BASNEY & SMITH                            |

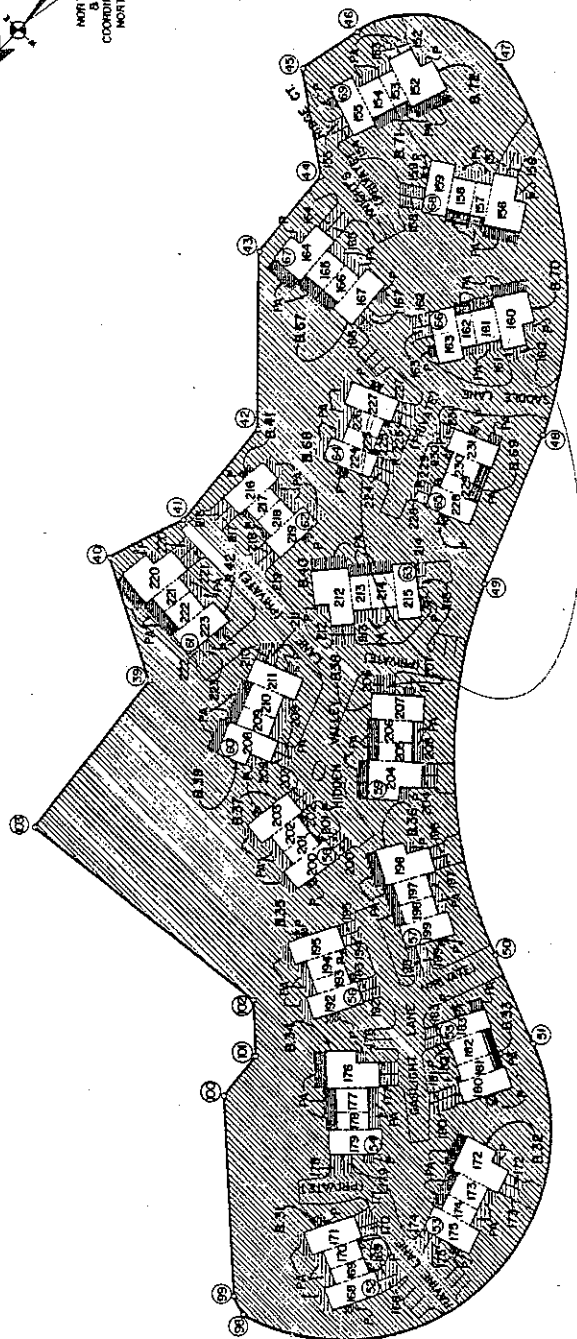
MANHOLE  
CATCH BASIN  
WATER GATE  
HYDRANT  
WATER STOP  
UTILITY POLE  
INLET  
TRANSFORMER  
WATER MAIN  
COMBINED SEWER  
SANITARY SEWER  
STORM SEWER  
GAS MAIN  
OVERHEAD WIRE  
UNDERGROUND CABLE



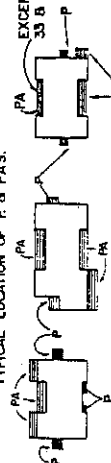
KING'S COVE

## UTILITY PLAN

|      |         |   |                                      |
|------|---------|---|--------------------------------------|
| DATE | 2-1-75  | BASNEY & SMITH, INC.<br>5500 N. 112th Ave. S.E.<br>Bellevue, Washington 98004<br>(206) 476-1000 | RECEIVED<br>P.K.<br>CHECKED<br>NO. 8 |
| TIME | 1:16 PM |   | 2-3<br>2-4                           |



PA — EXCEPT FOR BUILDINGS 33 B 69



PA = INDICATES PATIO.  
P = INDICATES PORCH  
B = INDICATES BUILDING

|    | PT | NORTH   | EAST    | PT | NORTH   | EAST    | PT | NORTH   | EAST    |
|----|----|---------|---------|----|---------|---------|----|---------|---------|
| 1  | 39 | 4816.4  | 2367.72 | 46 | 366.13  | 2632.15 | 59 | 431.87  | 2498.87 |
| 2  | 59 | 4803.33 | 2328.33 | 47 | 362.182 | 2629.05 | 60 | 434.334 | 2635.40 |
| 3  | 59 | 4803.33 | 2328.33 | 48 | 392.27  | 2496.30 | 61 | 427.90  | 2704.60 |
| 4  | 60 | 4588.66 | 2470.10 | 49 | 407.632 | 2480.10 | 62 | 409.01  | 2648.23 |
| 5  | 59 | 4803.33 | 2328.33 | 50 | 332.45  | 2309.45 | 63 | 408.16  | 2500.34 |
| 6  | 59 | 4803.33 | 2328.33 | 51 | 445.034 | 2236.96 | 64 | 404.444 | 2673.94 |
| 7  | 59 | 4803.33 | 2328.33 | 52 | 472.807 | 2255.99 | 65 | 400.150 | 2664.70 |
| 8  | 40 | 4220.15 | 2818.77 | 53 | 465.474 | 2250.33 | 66 | 387.530 | 2649.13 |
| 9  | 40 | 4125.73 | 2768.16 | 54 | 462.968 | 2217.26 | 67 | 389.821 | 2605.49 |
| 10 | 42 | 4046.32 | 2743.30 | 55 | 447.103 | 2327.71 | 68 | 379.920 | 2657.68 |
| 11 | 43 | 3894.89 | 2820.79 | 56 | 449.802 | 2400.66 | 69 | 373.388 | 2681.29 |
| 12 | 44 | 3802.14 | 2800.27 | 57 | 442.394 | 2388.96 |    |         |         |
| 13 | 44 | 3802.14 | 2800.27 | 58 | 442.394 | 2388.96 |    |         |         |
| 14 | 44 | 3802.14 | 2800.27 |    |         |         |    |         |         |

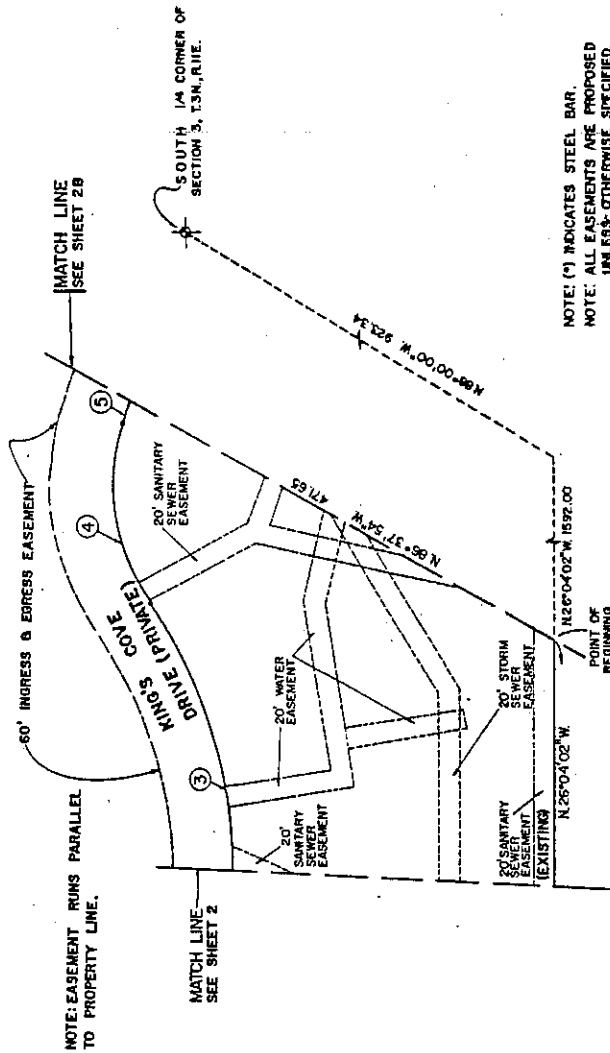
KING'S COVE

# SITE PLAN



1-72  
1-164  
BASNEY & SMITH, INC.  
ATTN: SALES DEPT.  
1000 W. 10TH AVE.  
MINNEAPOLIS, MINN. 55404  
TELEPHONE 461-1111  
CABLE: BASNEY & SMITH





NOTE: (C) INDICATES STEEL BAR.  
NOTE: ALL EASEMENTS ARE PROPOSED  
UNLESS OTHERWISE SPECIFIED.

| PT | RADIUS | ARC          | CHORD  | CHD. BEAR       |
|----|--------|--------------|--------|-----------------|
| 1  | 255.00 | 133° 04' 47" | 486.19 | S 15° 32' 22" W |
| 2  | 400.00 | 45° 00' 00"  | 322.04 | S 28° 30' 00" E |
| 3  | 450.00 | 55° 00' 00"  | 493.97 | S 33° 30' 00" E |
| 4  | 200.00 | 54° 40' 00"  | 180.35 | S 35° 17' 00" E |
| 5  | 372.32 | 59° 40' 00"  | 381.24 | S 38° 40' 00" E |

KING'S COVE

SURVEY PLAN



|          |             |
|----------|-------------|
| DATE     | 2-11-79     |
| BY       | J. J. JONES |
| CHECKED  | J. J. JONES |
| APPROVED | J. J. JONES |



REPLAT NO. 5 OF  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF  
KING'S COVE  
AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION  
PART OF THE SOUTHWEST 1/4 OF SECTION 3, T. 3 N., R. 11 E.,  
AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS  
BEGINNING AT A POINT DISTANT N. 88 DEGREES 00 MINUTES 00  
SECONDS WEST 923.34 FEET, AND N. 26 DEGREES 04 MINUTES 02  
SECONDS WEST 870.00 FEET FROM THE SOUTH 1/4 CORNER OF  
SECTION 3, T. 3 N., R. 11 E., AND PROCEEDING THENCE N. 26  
DEGREES 04 MINUTES 02 SECONDS WEST 2444.00 FEET; THENCE S.  
87 DEGREES 36 MINUTES 10 SECONDS EAST 760.00 FEET; THENCE  
S. 13 DEGREES 21 MINUTES 07 SECONDS EAST 28.08 FEET; THENCE  
ALONG A CURVE TO THE LEFT, RADIUS 285.00 FEET, AN ARC DIS-  
TANCE OF 815.31 FEET, CENTRAL ANGLE 135 DEGREES 04 MINUTES  
47 SECONDS, CHORD BEARING S. 15 DEGREES 32 MINUTES 23  
SECONDS WEST A DISTANCE OF 406.19 FEET; THENCE S. 51  
DEGREES 00 MINUTES 00 SECONDS EAST 92.00 FEET; THENCE  
ALONG A CURVE TO THE RIGHT, RADIUS 410.00 FEET, AN ARC  
DISTANCE OF 322.01 FEET, CENTRAL ANGLE 45 DEGREES 00  
MINUTES 00 SECONDS, CHORD BEARING S. 28 DEGREES 30 MINUTES  
00 SECONDS EAST A DISTANCE OF 313.00 FEET; THENCE S. 08  
DEGREES 00 MINUTES 00 SECONDS EAST 155.00 FEET; THENCE  
ALONG A CURVE TO THE LEFT, RADIUS 450.00 FEET, AN ARC DIS-  
TANCE OF 431.37 FEET, CENTRAL ANGLE 55 DEGREES 00 MINUTES  
00 SECONDS, CHORD BEARING S. 33 DEGREES 30 MINUTES 00  
SECONDS EAST A DISTANCE OF 415.57 FEET; THENCE ALONG A  
CURVE TO THE RIGHT, RADIUS 200.00 FEET, AN ARC DISTANCE  
OF 180.35 FEET, CENTRAL ANGLE 51 DEGREES 40 MINUTES 00  
SECONDS, CHORD BEARING S. 35 DEGREES 10 MINUTES 00  
SECONDS EAST A DISTANCE OF 174.30 FEET; THENCE ALONG A  
CURVE TO THE LEFT, RADIUS 372.32 FEET, AN ARC DISTANCE  
OF 381.74 FEET, CENTRAL ANGLE 58 DEGREES 40 MINUTES 00  
SECONDS, CHORD BEARING S. 38 DEGREES 40 MINUTES 00  
SECONDS EAST A DISTANCE OF 364.80 FEET; THENCE S. 68  
DEGREES 00 MINUTES 00 SECONDS EAST 334.16 FEET; THENCE  
ALONG A CURVE TO THE RIGHT, RADIUS 333.00 FEET, AN ARC  
DISTANCE OF 403.95 FEET, CENTRAL ANGLE 70 DEGREES 01  
MINUTE 12 SECONDS, CHORD 233.28 FEET, CHORD BEARING S.  
32 DEGREES 35 MINUTES 24 SECONDS EAST, THENCE S. 02  
DEGREES 01 MINUTES 12 SECONDS WEST 113.00 FEET; THENCE  
ALONG A CURVE TO THE RIGHT, RADIUS 430.00 FEET, AN ARC  
DISTANCE OF 403.60 FEET, CENTRAL ANGLE 53 DEGREES 48  
MINUTES 41 SECONDS, CHORD 388.95 FEET, CHORD BEARING S.  
28 DEGREES 54 MINUTES 30 SECONDS WEST, THENCE S. 55  
DEGREES 47 MINUTES 53 SECONDS WEST 20.00 FEET; THENCE  
N. 07 DEGREES 56 MINUTES 18 SECONDS EAST 115.00 FEET;  
THENCE N. 35 DEGREES 05 MINUTES 58 SECONDS WEST 55.00  
FEET; THENCE N. 68 DEGREES 30 MINUTES 00 SECONDS WEST  
155.00 FEET; THENCE N. 53 DEGREES 29 MINUTES 25 SECONDS  
WEST 370.00 FEET; THENCE N. 33 DEGREES 41 MINUTES 08  
SECONDS WEST 100.05 FEET; THENCE S. 35 DEGREES 03  
MINUTES 03 SECONDS WEST 75.00 FEET TO THE POINT OF  
BEGINNING, CONTAINING 597,480.40 SQUARE FEET, EXCEPT  
ANY PART TAKEN, USED OR DECDED FOR ROAD PURPOSES.  
SUBJECT TO EASEMENTS & RECORDS.

LEGAL DESCRIPTION  
PART OF THE SOUTHWEST 1/4 OF SECTION 3, T. 3 N.,  
R. 11 E., AVON TOWNSHIP, OAKLAND COUNTY,  
MICHIGAN, DESCRIBED AS BEGINNING AT A POINT  
DISTANT NORTH 88 DEGREES 00 MINUTES 00 SECONDS  
WEST 923.34 FEET AND NORTH 26 DEGREES 04  
MINUTES 02 SECONDS WEST 3274.00 FEET AND SOUTH  
07 DEGREES 36 MINUTES 10 SECONDS EAST 760.00  
FEET AND SOUTH 13 DEGREES 21 MINUTES 07 SECONDS  
EAST 75.00 FEET AND SOUTH 54 DEGREES 03 MINUTES  
19 SECONDS EAST 36.72 FEET FROM THE SOUTH 1/4  
CORNER OF SECTION 3, T. 3 N., R. 11 E., AND PRO-  
CEEDING THENCE SOUTH 54 DEGREES 03 MINUTES 19  
SECONDS EAST 19.28 FEET; THENCE SOUTH 30 DEGREES  
37 MINUTES 21 SECONDS EAST 194.32 FEET; THENCE  
SOUTH 14 DEGREES 24 MINUTES 54 SECONDS WEST  
49.00 FEET; THENCE SOUTH 30 DEGREES 09 MINUTES  
01 SECOND EAST 54.08 FEET; THENCE SOUTH 78 DE-  
GREES 33 MINUTES 52 SECONDS EAST 270.83 FEET;  
THENCE SOUTH 11 DEGREES 28 MINUTES 00 SECONDS  
WEST 182.78 FEET; THENCE SOUTH 45 DEGREES 15  
MINUTES 07 SECONDS EAST 125.90 FEET; THENCE  
SOUTH 36 DEGREES 00 MINUTES 00 SECONDS WEST  
80.00 FEET; THENCE SOUTH 13 DEGREES 18 MINUTES  
57 SECONDS WEST 110.49 FEET; THENCE SOUTH 26  
DEGREES 48 MINUTES 42 SECONDS EAST 171.80 FEET;  
THENCE SOUTH 12 DEGREES 30 MINUTES 00 SECONDS  
WEST 95.00 FEET; THENCE SOUTH 37 DEGREES 30  
MINUTES 00 SECONDS EAST 105.00 FEET; THENCE  
SOUTH 29 DEGREES 00 MINUTES 00 SECONDS WEST  
65.98 FEET; THENCE ALONG A CURVE TO THE RIGHT,  
RADIUS 100.83 FEET, AN ARC DISTANCE OF 138.38  
FEET, CENTRAL ANGLE 90 DEGREES 00 MINUTES 00  
SECONDS, CHORD 142.60 FEET, CHORD BEARING SOUTH  
74 DEGREES 00 MINUTES 00 SECONDS WEST; THENCE  
ALONG A CURVE TO THE RIGHT, RADIUS 390.00 FEET,  
AN ARC DISTANCE OF 374.37 FEET, CENTRAL ANGLE  
55 DEGREES 00 MINUTES 00 SECONDS, CHORD 360.18  
FEET, CHORD BEARING NORTH 33 DEGREES 30 MINUTES  
00 SECONDS WEST; THENCE NORTH 06 DEGREES 00  
MINUTES 00 SECONDS WEST 155.00 FEET; THENCE  
ALONG A CURVE TO THE LEFT, RADIUS 470.00 FEET,  
AN ARC DISTANCE OF 369.14 FEET, CENTRAL ANGLE  
45 DEGREES 00 MINUTES 00 SECONDS, CHORD 359.72  
FEET, CHORD BEARING NORTH 28 DEGREES 30 MINUTES  
00 SECONDS WEST; THENCE NORTH 51 DEGREES 00  
MINUTES 00 SECONDS WEST 82.00 FEET; THENCE ALONG  
A CURVE TO THE RIGHT, RADIUS 205.00 FEET, ARC  
DISTANCE OF 508.22 FEET, CENTRAL ANGLE 141 DE-  
GREES 29 MINUTES 06 SECONDS, CHORD 387.06 FEET,  
CHORD BEARING NORTH 19 DEGREES 44 MINUTES 33  
SECONDS EAST TO THE POINT OF BEGINNING, CON-  
TAINING 572,315.00 SQUARE FEET, SUBJECT TO  
EASEMENTS OF RECORD, AND INCLUDING THE INGRESS  
EGRESS EASEMENT DESCRIBED ON SHEET 1-C.



TITLE PAGE 5

|                   |   |
|-------------------|---|
| FILE NO.          | 129                                     |
| DATE              | 7/2/64                                  |
| BY                | REBECCA A. SMITH, JNG.                  |
| REGISTER OF DEEDS | AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN |

REPLAT NO. 5 OF OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF

KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, 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 IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (e) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.

WILLIAM L. ROSKELLY  
REGISTERED LAND SURVEYOR  
25200 W. SIX MILE ROAD  
DETROIT, MICHIGAN 48240

PLAN CERTIFICATION

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 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DRAWINGS WAS PREPARED UNDER MY DIRECTION AND THAT THE ATTACHED DRAWINGS OF BUILDINGS AND IMPROVEMENTS ARE PROPOSED.

WILLIAM L. ROSKELLY  
REGISTERED LAND SURVEYOR  
25200 W. SIX MILE ROAD  
DETROIT, MICHIGAN 48240

CERTIFICATE OF ORIGINAL DEAMENDED MASTER DEED  
THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED OF KING'S COVE CONDOMINIUM, WAS ISSUED PURSUANT TO ACT 259, PUBLIC ACTS OF 1989, AS AMENDED.

6-30-75 BY W. L. ROSKELLY  
COMMISSIONER, DEPARTMENT OF COMMERCIAL AND SECURITIES  
BUREAU

NOTE:

BUILDING ELEVATIONS ARE SHOWN IN DETAIL ON MICROFILMED ARCHITECTURAL WORKING DRAWINGS ON FILE WITH THE MICHIGAN DEPARTMENT OF COMMERCE, SECURITIES BUREAU.



TITLE  
PAGE 2

|           |           |
|-----------|-----------|
| FILED     | INDEXED   |
| 21 JUL 75 | 21 JUL 75 |
| 173       | 173       |

REPLAT NO. 5 OF  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF

KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER  
MULTIFLEX HOME CORPORATION OF MICHIGAN  
4091 SHORE CREST  
WEST BLOOMFIELD, MICHIGAN 48033

SUBVENDOR  
PASNEY & SMITH, INC.  
25200 W. SIX MILE ROAD  
DETROIT, MICHIGAN  
48240

INDEX

- \*1. TITLE PAGE I
- \*2. TITLE PAGE II
- \*3. TITLE PAGE III
- 10. TITLE PAGE IV
- 10. TITLE PAGE V
- 2. SURVEY PLAN
- \*2A. SURVEY PLAN CONTINUED
- \*20. SURVEY PLAN CONTINUED
- \*20. SURVEY PLAN CONTINUED
- 3. SITE PLAN
- \*3A. SITE PLAN CONTINUED
- \*33. SITE PLAN CONTINUED
- \*3C. SITE PLAN CONTINUED
- 4. UTILITY PLAN
- 4A. UTILITY PLAN CONTINUED
- 4B. UTILITY PLAN CONTINUED
- \*4C. UTILITY PLAN CONTINUED
- \*5. LOWER LEVEL PLAN, BLDG'S 9,13,26,30,38,39, 40,71,72,86,89
- \*6. FIRST FLOOR PLAN, BLDG'S 9,13,26,30,38,39, 40,71,72,86,89
- \*7. SECOND FLOOR PLAN, BLDG'S 9,13,26,30,38,39, 40,71,72,86,89
- \*8. CROSS SECTIONS OF BLDG'S 9,13,26,30,38,39, 40,71,72,86,89
- \*9. LONGITUDINAL SECTION OF BLDG'S 9,13,26,30,38, 39,40,71,72,86,89
- 10. BASEMENT PLAN OF BLDG'S 5,15,17,20,22, 24,27,29,83,84, 90,92,93,95,96,97
- 11. FIRST FLOOR PLAN OF BLDG'S 5,15,17,20,22, 24,27,29,83,84, 90,92,93,95,96,97
- 12. SECOND FLOOR PLAN OF BLDG'S 5,15,17,20,22, 24,27,29,83,84,86, 92,93,95,96,97
- 13. CROSS SECTION FOR BLDG'S 5,15,17,20,22,24, 27,29,83,84,86,90, 92,93,95,96,97
- 14. LONGITUDINAL SECTION FOR BLDG'S 5,15,17,20, 22,24,27,29,83,84,86, 90,92,93,95,96,97

- 15. LOWER LEVEL PLAN, BLDG'S 1,4,6,8,10,12,16, 18,23,25
- 16. FIRST FLOOR PLAN, BLDG'S 1,4,6,8,10,12,16, 18,23,25
- 17. SECOND FLOOR PLAN, BLDG'S 1,4,6,8,10,12, 16,18,23,25
- 18. SECTIONS, BLDG'S 1,4,6,8,10,12,14,16,18,23,25
- \*19. LOWER LEVEL PLAN, BLDG'S 2,7,11,19,21,28,32, 34,36,42,67,70,85,87,94
- \*20. FIRST FLOOR PLAN, BLDG'S 2,7,11,19,21,28,32, 34,36,42,67,70,85,87,94
- \*21. SECOND FLOOR PLAN, BLDG'S 2,7,11,19,21,28,32 34,36,42,67,70,85,87,94
- \*22. CROSS SECTIONS BLDG'S 2,7,11,19,21,28,32, 34,36,42,67,70,85,87,94
- \*23. LONGITUDINAL SECTION BLDG'S 2,7,11,19,21,28,32, 34,36,42,67,70,85,87,94
- 24. LOWER LEVEL PLAN, BLDG'S 14
- 25. FIRST FLOOR PLAN, BLDG'S 14
- 26. SECOND FLOOR PLAN, BLDG'S 14
- 27. BASEMENT PLAN FOR BLDG'S 88
- 28. FIRST FLOOR PLAN FOR BLDG'S 88
- 29. SECOND FLOOR PLAN FOR BLDG'S 88
- \*30. BASEMENT PLAN FOR BLDG'S 31,35,37,41,91
- \*31. FIRST FLOOR PLAN FOR BLDG'S 31,35,37,41,91
- \*32. SECOND FLOOR PLAN FOR BLDG'S 31,35,37,41,91
- \*33. CROSS SECTION FOR BLDG'S 31,35,37,41,91,94
- \*34. LONGITUDINAL SECTION FOR BLDG'S 31,35,37,41,91,94
- \*35. BASEMENT PLAN FOR BLDG'S 33,69
- \*36. FIRST FLOOR PLAN FOR BLDG'S 33,69
- \*37. SECOND FLOOR PLAN FOR BLDG'S 33,69
- \*38. CROSS SECTION FOR BLDG'S 33,69
- \*39. LONGITUDINAL SECTION FOR BLDG'S 33,69
- \*40. BASEMENT PLAN FOR BLDG'S 68
- \*41. FIRST FLOOR PLAN FOR BLDG'S 68
- \*42. SECOND FLOOR PLAN FOR BLDG'S 68

NOTE:  
KING'S COVE IS A MULTI-PHASE CONDOMINIUM PROJECT. THE ASTERISK (\*) INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED DATED 2-11-75. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.



| REVISION | DATE     | TITLE   |
|----------|----------|---|
| 1        |          | PAGE 1  |
| 2        | 11-23-75 | REPLAT NO. 5 OF OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148 EXHIBIT B TO THE MASTER DEED OF KING'S COVE |
| 3        | 11-23-75 | REPLAT NO. 5 OF OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148 EXHIBIT B TO THE MASTER DEED OF KING'S COVE |

7. Fifth Amended Sheets 1, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheets 1, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 19, 20, 21, 22 and 23 shall be of no further force or effect.

8. Sheets 40, 41 and 42 of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, supplement and be incorporated in the Condominium Subdivision Plan of King's Cove, as amended.

9. The legal description of the condominium premises contained on Second Amended Sheet 1b and the ingress-egress easement described on Sheet 1c of the Condominium Survey, shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended. The ingress-egress easement described on said Sheet 1c shall be a general common element of the Project.

In all respects, other than as hereinabove indicated, the original Master Deed of King's Cove, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

MULTIPLEX HOME CORPORATION OF  
MICHIGAN, a Michigan corporation

/s/ Lawrence R. Rospierski  
Lawrence R. Rospierski

By: /s/ John G. Daichendt  
John G. Daichendt, Secretary-Treasurer

/s/ Charlotte I. Quade  
Charlotte I. Quade

STATE OF MICHIGAN            )  
                                  )   SS.  
COUNTY OF OAKLAND        )

The foregoing Fifth Amendment to Master Deed of King's Cove was acknowledged before me this 17th day of July, 1975, by John G. Daichendt, the Secretary-Treasurer of MultiPlex Home Corporation of Michigan, a Michigan corporation, on behalf of the corporation.

/s/ Laura L. Laszko  
Laura L. Laszko  
Notary Public,   Oakland           County, Michigan  
My Commission Expires: 1/17/77

FIFTH AMENDMENT TO MASTER DEED DRAFTED BY:

Robert L. Nelson, of  
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG  
2700 City National Bank Building  
Detroit, Michigan 48226

WHEN RECORDED, RETURN TO DRAFTER.

|     |       |
|-----|-------|
| 197 | .4152 |
| 198 | .3619 |
| 199 | .4152 |
| 200 | .4684 |
| 201 | .4684 |
| 202 | .4152 |
| 203 | .4684 |
| 204 | .3938 |
| 205 | .4152 |
| 206 | .3619 |
| 207 | .4151 |
| 208 | .3938 |
| 209 | .4151 |
| 210 | .3619 |
| 211 | .4151 |
| 212 | .3938 |
| 213 | .4151 |
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| 215 | .4151 |
| 216 | .4684 |
| 217 | .4684 |
| 218 | .4151 |
| 219 | .4684 |
| 220 | .3938 |
| 221 | .4151 |
| 222 | .3619 |
| 223 | .4151 |
| 224 | .4684 |
| 225 | .4684 |
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| 229 | .4684 |
| 230 | .4151 |
| 231 | .4684 |

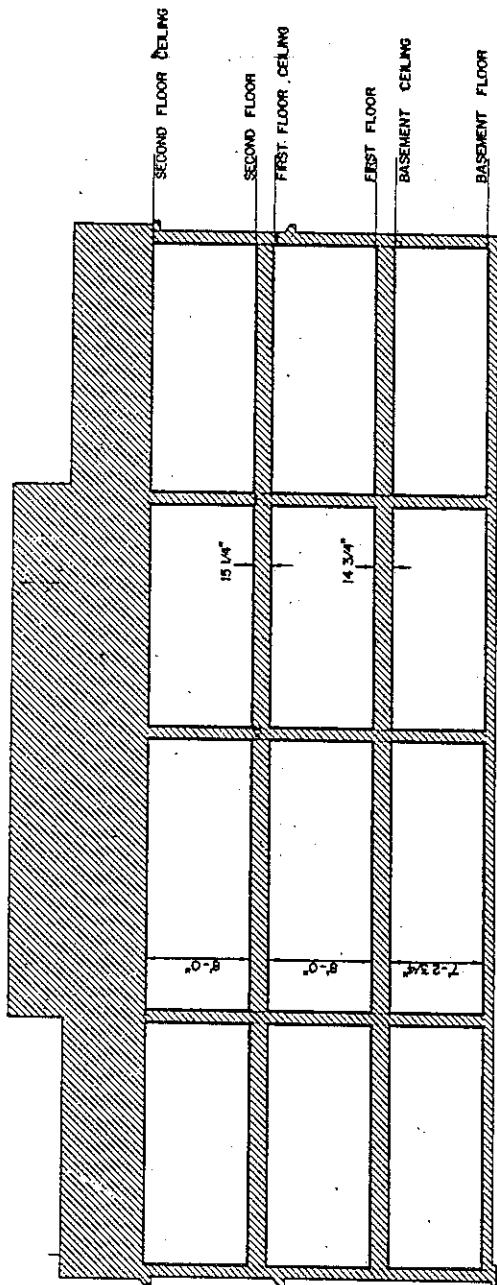
3. First Amended Sheets 35, 36, 37, 38 and 39 of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede originally recorded Sheets 35, 36, 37, 38 and 39 of the Condominium Subdivision Plan of King's Cove, and the originally recorded Sheets 35, 36, 37, 38 and 39 shall be of no further force or effect.

4. Second Amended Sheets 1b, 2c, 3c, 4c, 30, 31, 32, 33 and 34 of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheets 1b, 2c, 3c, 4c, 30, 31, 32, 33 and 34 of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheets 1b, 2c, 3c, 4c, 30, 31, 32, 33 and 34 shall be of no further force or effect.

5. Third Amended Sheets 1a, 2a, 5, 6, 7, 8 and 9 of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheets 1a, 2a, 5, 6, 7, 8 and 9 of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1a, 2a, 5, 6, 7, 8 and 9 shall be of no further force or effect.

6. Fourth Amended Sheet 3b of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheet 3b of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended, and the originally recorded and amended Sheet 3b shall be of no further force or effect.

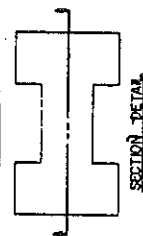
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| 184 | .3938 |
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| 186 | .3619 |
| 187 | .4152 |
| 188 | .4152 |
| 189 | .5003 |
| 190 | .5003 |
| 191 | .4684 |
| 192 | .4684 |
| 193 | .4684 |
| 194 | .4152 |
| 195 | .4684 |
| 196 | .3938 |



LONGITUDINAL SECTION  
SCALE 1/4"=1'-0"

TABLE OF U.S.C. B. G.S. ELEVATIONS

| BLDG. NO. | FIRST FLOOR ELEVATION |
|-----------|-----------------------|
| 31180700  | 00.00                 |
| 31180700  | 00.00                 |
| 31180700  | 00.00                 |
| 31180700  | 00.00                 |
| 31180700  | 00.00                 |
| 31180700  | 00.00                 |



SECTION DETAIL

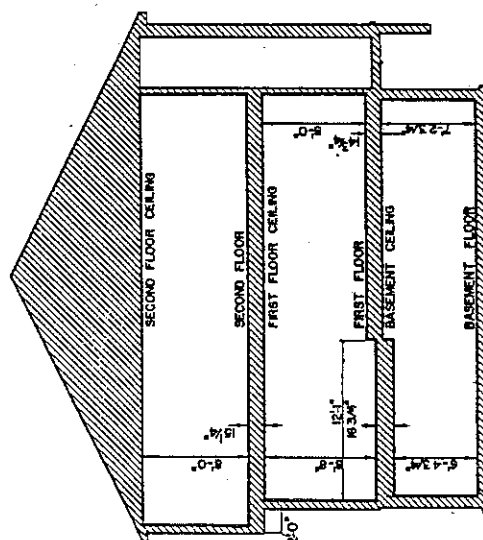
LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT ZZZZZZ  
LIMITED COMMON ELEMENT ZZZZ

KING'S COVE

LONGITUDINAL SECTION  
FOR BLDGS 31,35,37,41  
68,91

DATE 7/23/79  
BY J. A. SMITH, INC.  
10000 W. 10TH AVE.  
DENVER, CO 80231  
10/10/79





CROSS SECTION B-B

CROSS SECTION A-A

### TABLE OF U.S.C. & G.S. ELEVATIONS

| Bldg No. | First Floor Elevation |
|----------|-----------------------|
| 11       | 807.00                |
| 35       | 807.00                |
| 37       | 807.00                |
| 41       | 805.00                |
| 58       | 800.00                |
| 111      | 789.30                |

| GENERAL<br>LIMITED | COMMON<br>ELEMENT | COMMON<br>ELEMENT | LIMITS OF OWNERSHIP |
|--------------------|-------------------|-------------------|---------------------|
| 1                  | 2                 | 3                 | 4                   |

KING'S COVE

CROSS SECTION FOR  
BLDG'S 34, 35, 37, 41, 68, 91



|          |  |    |          |
|----------|--|----|----------|
| DATE     | 2-11-75  | BY | 71-12-15 |
| TIME     |  | BY |          |
| LOCATION | WAGNEY A SMITH, INC.<br>1300 W 10TH AVE<br>MINNEAPOLIS, MINN 55404 |    |          |
| REMARKS  | C  |    |          |



SECOND AMENDMENT TO MASTER DEED OF RECORDED IN Liber 6377,  
KING'S COVE

Pages 88 through 117, on October 9, 1974, in the Oakland County Records.

MultiPlex Corporation, a Michigan corporation, being the Developer of King's Cove, a condominium project established pursuant to the Master Deed thereof, recorded on September 4, 1973 in Liber 6161, Pages 281 through 330 and First Amendment to the Master Deed, recorded on May 14, 1974 in Liber 6290, Pages 845 through 880, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 148, hereby amends the Master Deed of King's Cove, pursuant to the authority reserved in Article VII and Article VIII of said Master Deed for the purposes of enlarging the condominium project from 151 units to 167 units and adding to the project certain recreational facilities as general common elements by the addition of land described in Section I below and reallocating percentages of value set forth in Article V-C of said Master Deed and for the purposes of amending Article V and X of the Master Deed and Article VIII of the Condominium Bylaws (Exhibit "A") to bring the provisions thereof into conformity with the requirements set forth in the regulations of the Federal Home Loan Mortgage Corporation. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium Project by this Amendment is more particularly described as follows:

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan described as beginning at a point distant N. 88° 00' 00" W. 923.34 feet and N. 26° 04' 02" W. 3,274.00 feet and S. 87° 36' 10" E. 760.00 feet and S. 13° 21' 07" E. 75.00 feet and S. 54° 03' 19" E. 36.72 feet and S. 54° 03' 19" E. 19.28 feet and S. 30° 37' 27" E. 194.32 feet and S. 14° 24' 54" W. 49.00 feet and S. 30° 09' 01" E. 54.08 feet and S. 78° 33' 52" E. 270.85 feet and S. 12° 00' 00" W. 175.00 feet and S. 45° 15' 07" E. 125.90 feet and S. 36° 00' 00" W. 80.00 feet and S. 13° 18' 58" W. 110.49 feet and S. 26° 48' 42" E. 78.80 feet from the South 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence S. 26° 48' 42" E. 93.00 feet; thence S. 12° 30' 00" W. 95.00 feet; thence S. 37° 30' 00" E. 105.00 feet; thence S. 29° 00' 00" W. 65.98 feet; thence along a curve to the right, radius 100.83 feet, an arc distance of 158.38 feet, central angle 90° 00' 00", chord 142.59 feet, chord bearing S. 73° 59' 57" W.; thence along a curve to the right, radius 390.00 feet, an arc distance of 403.17 feet, central angle 55° 00' 00", chord 360.17 feet, chord bearing N. 33° 30' 00" W.; thence N. 78° 50' 32" E. 287.98 feet to the point of beginning, subject to easements of record; and

Part of the Southwest 1/4 of Section 3, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant N. 88° 00' 00" W. 923.34 feet and N. 26° 04' 02" W. 830.00 feet and N. 55° 03' 03" East 75.00 feet from the S. 1/4 corner of Section 3, T. 3 N., R. 11 E., and proceeding thence N. 55° 03' 03" East 351.21 feet; thence S. 68° 00' 00" East 360.00 feet; thence N. 16° 39' 54" East 101.85 feet; thence along a curve to the right R. 333.00 feet an arc distance of 234.97 feet; thence S. 02° 01' 12" West 113.00 feet; thence along a curve to the right R. 430.00 feet an arc distance of 403.00 feet; thence S. 55° 47' 53" West 20.00 feet; thence N. 07° 56' 18" East 115.00 feet; thence N. 36° 05' 58" West 55.00 feet; thence N. 68° 30' 00" West 155.00 feet; thence N. 53° 29' 25" West 370.00 feet; thence N. 33° 41' 08" West 100.05 feet to the point of beginning, subject to easements of record.

2. First Amended Article V-B and Second Amended Article V-C of said Master Deed of King's Cove as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Article V-B and First Amended V-C of the Master Deed as recorded, and the originally recorded Article V-B and the First Amended Article V-C shall be of no further force or effect.

FIRST AMENDED ARTICLE V-B AND  
SECOND AMENDED ARTICLE V-C OF THE  
MASTER DEED OF KING'S COVE

ARTICLE V

B. The percentage of value assigned to each apartment is set forth in subparagraph C below. The percentage of value assigned to each apartment 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. The total value of the project is 100. The percentage of value allocated to each apartment may be changed only with the unanimous consent of all of the co-owners and mortgagees expressed in an amendment to this Master Deed, duly approved and recorded, except as provided in Article VI hereof.

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

| Apartment Number | Percentage of Value Assigned |
|------------------|------------------------------|
| 1                | .541                         |
| 2                | .571                         |
| 3                | .498                         |
| 4                | .571                         |
| 5                | .541                         |
| 6                | .571                         |
| 7                | .498                         |
| 8                | .571                         |
| 9                | .541                         |
| 10               | .571                         |
| 11               | .498                         |
| 12               | .571                         |
| 13               | .541                         |
| 14               | .571                         |
| 15               | .498                         |
| 16               | .571                         |
| 17               | .644                         |
| 18               | .687                         |
| 19               | .687                         |
| 20               | .571                         |
| 21               | .644                         |
| 22               | .687                         |
| 23               | .687                         |
| 24               | .571                         |
| 25               | .644                         |
| 26               | .687                         |
| 27               | .687                         |
| 28               | .571                         |
| 29               | .644                         |
| 30               | .687                         |
| 31               | .687                         |
| 32               | .571                         |
| 33               | .541                         |
| 34               | .571                         |
| 35               | .498                         |
| 36               | .571                         |
| 37               | .541                         |
| 38               | .571                         |
| 39               | .498                         |
| 40               | .571                         |
| 41               | .644                         |
| 42               | .687                         |
| 43               | .687                         |
| 44               | .571                         |
| 45               | .644                         |
| 46               | .687                         |
| 47               | .687                         |
| 48               | .571                         |
| 49               | .541                         |
| 50               | .571                         |

|     |      |
|-----|------|
| 51  |      |
| 52  | .498 |
| 53  | .571 |
| 54  | .541 |
| 55  | .571 |
| 56  | .498 |
| 57  | .571 |
| 58  | .644 |
| 59  | .687 |
| 60  | .687 |
| 61  | .571 |
| 62  | .644 |
| 63  | .687 |
| 64  | .687 |
| 65  | .571 |
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| 69  | .571 |
| 70  | .644 |
| 71  | .687 |
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| 74  | .541 |
| 75  | .571 |
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| 115 | .615 |
|     | .644 |

|     |      |
|-----|------|
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| 158 | .498 |
| 159 | .571 |
| 160 | .541 |
| 161 | .571 |
| 162 | .498 |
| 163 | .571 |
| 164 | .541 |
| 165 | .571 |
| 166 | .498 |
| 167 | .571 |

3. First Amended Article IV-A of the Master Deed of King's Cove as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Article IV-A of the Master Deed as originally recorded, and the originally recorded Article IV-A shall be of no further force or effect.

#### FIRST AMENDED ARTICLE IV-A OF THE MASTER DEED OF KING'S COVE

#### ARTICLE IV

#### COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The general common elements are:

- (1) The land described on page one hereof, including driveways, roads, sidewalks and unassigned parking spaces;
- (2) The electrical wiring network throughout the project including that contained within unit walls up to the point of connection with electrical fixtures within any unit;
- (3) Each patio fence in the project shall be restricted in use to the co-owner of the apartment to which the patio area enclosed by such patio fence is appurtenant;
- (4) Each individual patio area in the project is restricted in use to the co-owner of the apartment which opens into such patio area as shown on Exhibit "B" hereto;
- (5) The plumbing network throughout the project including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
- (6) The water distribution system, sanitary sewer system and storm drainage system throughout the project;
- (7) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys;
- (8) The community building, swimming pool and tennis courts;
- (9) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of an apartment, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

4. Second Amended Sheets 1, 2a, 3a, 4a, 5, 6, 7, 8, 9, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove as attached hereto shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheets 1, 2a, 3a, 4a, 5, 6, 7, 8, 9, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 2a, 3a, 4a, 5, 6, 7, 8, 9, 19, 20, 21, 22 and 23 shall be of no further force or effect. The legal description of the condominium premises contained on said Second Amended Sheet 1 shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

5. First Amended Sheets 2b, 3b and 4b of the Condominium Subdivision Plan of King's Cove as attached hereto, shall, upon approval of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheets 2b, 3b and 4b of the Condominium Subdivision Plan of King's Cove as originally recorded. Sheets 2b, 3b and 4b shall be of no further force or effect.

6. Sheets 1a, 1b, 1c, 2c, 3c and 4c of the Condominium Subdivision Plan of King's Cove as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, supplement and be incorporated in the Condominium Subdivision Plan of King's Cove, as amended.

7. First Amended Article X of the Master Deed of King's Cove as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Article X of the Master Deed as originally recorded, and the originally recorded Article X shall be of no further force or effect.

#### FIRST AMENDED ARTICLE X OF THE MASTER DEED OF KING'S COVE

#### ARTICLE X

Except as provided in preceding Articles as set forth above and in Exhibit "A" hereto, the Condominium Project shall not be terminated, vacated, revoked or abandoned or any of the provisions of this Master Deed or Exhibit "B" amended (but not Exhibit "A" hereto which may be amended

as therein provided) unless all of the co-owners and the mortgagees of all of the mortgages covering the apartments unanimously agree to such termination, vacation, revocation, abandonment or amendment by duly approved and recorded instruments; FURTHER, unless all holders of first mortgages on individual units in the project have given their prior written approval, neither the Association nor any co-owner(s) shall partition or subdivide any unit or the common elements of the project; PROVIDED, HOWEVER, that prior to the first annual meeting of members of the Association, the Developer may with the approval of the Michigan Department of Commerce (but without the consent of any co-owner or any other person) amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner or mortgagee in the project including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation and by the Federal National Mortgage Association.

8. Article VII of the Condominium Bylaws (Exhibit A) is amended by the addition of the following:

3. Notwithstanding any other provision in the Condominium Documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holder of each first mortgage of a condominium unit of record:

(a) Each first mortgagee has the right to examine the books and records of the Condominium Owners Association and the condominium project.

(b) No condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(c) Any agreement for professional management of the condominium project shall provide that the management contract may be terminated for cause or ninety (90) days' written notice and the term of any such contract may not exceed three years.

(d) An adequate reserve fund for replacement of the common elements must be established and must be funded by regular monthly payments rather than by special assessments.

(e) The Association shall give notice in writing to the Federal Home Loan Mortgage Corporation (in care of its designated servicing agent) of any loss to, or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000.

(f) The Association shall not be entitled to use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

In all other respects, other than as hereinabove indicated, the original Master Deed of King's Cove, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B," amended and recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

/s/ Laura L. Laszko  
Laura L. Laszko  
/s/ Sami J. Harb  
Sami J. Harb

MULTIPLEX CORPORATION, a Michigan corporation

By: /s/ Richard S. Crawford  
Richard S. Crawford, Vice President

STATE OF MICHIGAN           )  
                                      ) SS.  
COUNTY OF OAKLAND        )

The foregoing Second Amendment to Master Deed of King's Cove was acknowledged before

me this 9th day of October, 1974, by Richard S. Crawford, the Executive Vice President of MultiPlex Corporation, a Michigan corporation, on behalf of the corporation.

/s/ Laura L. Laszko  
Laura L. Laszko  
Notary Public, Oakland County, Michigan  
My Commission Expires: 1/17/77

SECOND AMENDMENT TO MASTER DEED DRAFTED BY:  
Robert L. Nelson, of  
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG  
2700 City National Bank Building  
Detroit, Michigan 48226  
WHEN RECORDED, RETURN TO DRAFTER.

REPLAT NO. 2 OF  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 148  
EXHIBIT B TO THE MASTER DEED OF

KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

REKELDER  
MULTIPLES CORPORATION  
4091 SHORE CREST  
WEST BLOOMFIELD, MICHIGAN 48039

REGISTERED  
FASNEY & SMITH, INC.  
25200 E. 911 MILE ROAD  
DETROIT, MICHIGAN 48240

12. SECOND FLOOR PLAN OF BLDG'S 9,15,17,20,22,  
24,27,29,32,34,36,  
38,39,40,41,42
13. CROSS SECTION FOR BLDG'S 9,15,17,20,22,24,  
27,29,32,34,36,38,  
39,40,41,42
14. LONGITUDINAL SECTION FOR BLDG'S 9,15,17,20,  
22,24,27,29,32,34,36,  
38,39,40,41,42
15. LOWER LEVEL PLAN, BLDG'S 4,6,8,10,12,14,  
16,18,20,22
16. FIRST FLOOR PLAN, BLDG'S 4,6,8,10,12,14,  
16,18,20,22
17. SECOND FLOOR PLAN, BLDG'S 4,6,8,10,12,  
14,16,18,20,22
18. SECTIONS, BLDG'S 4,6,8,10,12,14,16,18,20,22,  
24,27,29,32,34,36,38,39,40,41,42
19. LOWER LEVEL PLAN, BLDG'S 7,11,13,15,17,19,  
21,23,25,27,29,31,33,35,37,39
20. FIRST FLOOR PLAN, BLDG'S 7,11,13,15,17,19,  
21,23,25,27,29,31,33,35,37,39
21. SECOND FLOOR PLAN, BLDG'S 7,11,13,15,17,19,  
21,23,25,27,29,31,33,35,37,39
22. CROSS SECTIONS BLDG'S 7,11,13,15,17,19,  
21,23,25,27,29,31,33,35,37,39
23. LONGITUDINAL SECTION BLDG'S 7,11,13,15,17,19,  
21,23,25,27,29,31,33,35,37,39
24. LOWER LEVEL PLAN, BLDG'S 10,12,14,16,18,20,22,  
24,26,28,30,32,34,36,38,40,42
25. FIRST FLOOR PLAN, BLDG'S 10,12,14,16,18,20,22,  
24,26,28,30,32,34,36,38,40,42
26. SECOND FLOOR PLAN, BLDG'S 10,12,14,16,18,20,22,  
24,26,28,30,32,34,36,38,40,42
27. BASEMENT PLAN FOR BLDG'S 10,12,14,16,18,20,22,  
24,26,28,30,32,34,36,38,40,42
28. SECOND FLOOR PLAN FOR BLDG'S 10,12,14,16,18,20,22,  
24,26,28,30,32,34,36,38,40,42
29. BASEMENT PLAN FOR BLDG'S 10,12,14,16,18,20,22,  
24,26,28,30,32,34,36,38,40,42
30. FIRST FLOOR PLAN FOR BLDG'S 10,12,14,16,18,20,22,  
24,26,28,30,32,34,36,38,40,42
31. SECOND FLOOR PLAN FOR BLDG'S 10,12,14,16,18,20,22,  
24,26,28,30,32,34,36,38,40,42
32. CROSS SECTION FOR BLDG'S 10,12,14,16,18,20,22,  
24,26,28,30,32,34,36,38,40,42
33. LONGITUDINAL SECTION FOR BLDG'S 10,12,14,16,18,20,22,  
24,26,28,30,32,34,36,38,40,42

LEGEND

- \*1. TITLE PAGE 1
- \*1A. TITLE PAGE 1A
- \*1B. TITLE PAGE 1B
- \*1C. TITLE PAGE 1C
- \*1D. TITLE PAGE 1D
- \*2. SURVEY PLAN
- \*2A. SURVEY PLAN CONTINUED
- \*2B. SURVEY PLAN CONTINUED
- \*2C. SURVEY PLAN CONTINUED
- \*3. SITE PLAN
- \*3A. SITE PLAN CONTINUED
- \*3B. SITE PLAN CONTINUED
- \*3C. SITE PLAN CONTINUED
- \*4. UTILITY PLAN
- \*4A. UTILITY PLAN CONTINUED
- \*4B. UTILITY PLAN CONTINUED
- \*4C. UTILITY PLAN CONTINUED
- \*5. LOWER LEVEL PLAN, BLDG'S 9,13,25,30,  
31,32,33,34,35,36,37,  
38,39,40,41,42
- \*6. FIRST FLOOR PLAN, BLDG'S 9,13,25,30,  
31,32,33,34,35,36,37,  
38,39,40,41,42
- \*7. SECOND FLOOR PLAN, BLDG'S 9,13,25,30,  
31,32,33,34,35,36,37,  
38,39,40,41,42
- \*8. CROSS SECTIONS OF BLDG'S 9,13,25,30,  
31,32,33,34,35,36,37,  
38,39,40,41,42
- \*9. LONGITUDINAL SECTION OF BLDG'S 9,13,25,30,  
31,32,33,34,35,36,37,  
38,39,40,41,42
10. BASEMENT PLAN OF BLDG'S 9,13,17,20,22,  
24,27,29,32,34,36,38,  
39,40,41,42
11. FIRST FLOOR PLAN OF BLDG'S 9,13,17,20,27,  
24,27,29,32,34,36,38,  
39,40,41,42

NOTE:  
KING'S COVE IS A MULTI-PHASE CONDOMINIUM  
PROJECT. THE ASTERISK (\*) INDICATES AMENDED,  
OR ARE NEW SHEETS WHICH ARE REVISED DATED  
9-8-79. THESE SHEETS WITH THIS SUBMISSION  
ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO  
THOSE PREVIOUSLY RECORDED.

|                                  |  |                                  |  |
|----------------------------------|--|----------------------------------|--|
| MICHIGAN                         |  | TITLE                            |  |
| PAGE 1                           |  | PAGE 1                           |  |
| FASNEY & SMITH, INC.             |  | FASNEY & SMITH, INC.             |  |
| REGISTERED PROFESSIONAL ENGINEER |  | REGISTERED PROFESSIONAL ENGINEER |  |
| NO. 10000                        |  | NO. 10000                        |  |
| EXPIRATION DATE 12-31-80         |  | EXPIRATION DATE 12-31-80         |  |



REPLAT NO. 2 OF OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN / NO. 148  
EXHIBIT B TO THE MASTER DEED OF

KING'S COVE

AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SECTION 1, SUBDIVISION

I, WILLIAM L. ROBERTS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN HEREIN IS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DIVISIONS REPRESENTS A SURVEY OF THE TRACTED WIDE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE TRACTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO EXEMPT THE SURVEY TO BE RETURNED.

I FURTHER CERTIFY THAT THE SURVEY PLAN, LOCAL HEREIN IS A CORRECT MAP, AND THAT PERMANENT MARKERS CONSISTING OF THIS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THEREON AS THE LOCUS SHOWN AT ALL ANGLES IN THE SUBDIVISION OF THE SAID MAP, AND AS INDICATED HEREIN SUBJECT TO THE MICHIGAN CONDOMINIUM ACT, 1960, PUBLIC ACTS OF 1963, AS AMENDED.

WILLIAM L. ROBERTS  
REGISTERED SURVEYOR, INC.  
2700 W. CHURCHILL AVE.  
ANN ARBOR, MICHIGAN 48106

CLASSIFICATION

I, WILLIAM L. ROBERTS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN HEREIN IS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 148, AS SHOWN ON THE ACCOMPANYING DIVISIONS REPRESENTS A SURVEY OF THE TRACTED WIDE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE TRACTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO EXEMPT THE SURVEY TO BE RETURNED.

WILLIAM L. ROBERTS  
REGISTERED SURVEYOR, INC.  
2700 W. CHURCHILL AVE.  
ANN ARBOR, MICHIGAN 48106

SECTION 1, SUBDIVISION OF THE AMENDED MASTER DEED  
THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED OF KING'S COVE CONDOMINIUM, WAS ISSUED TODAY PURSUANT TO ACT 929, PUBLIC ACTS OF 1963, AS AMENDED.

ROBERT A. BROWN  
REGISTERED SURVEYOR, INC.  
2700 W. CHURCHILL AVE.  
ANN ARBOR, MICHIGAN 48106

NOTES

BUILDING ELEVATIONS AND SHOWN IN DETAIL ON ARCHITECTURAL WORKING DRAWINGS OR FILE WITH THE MICHIGAN DEPARTMENT OF CONSUMER, SECURITIES BUREAU.

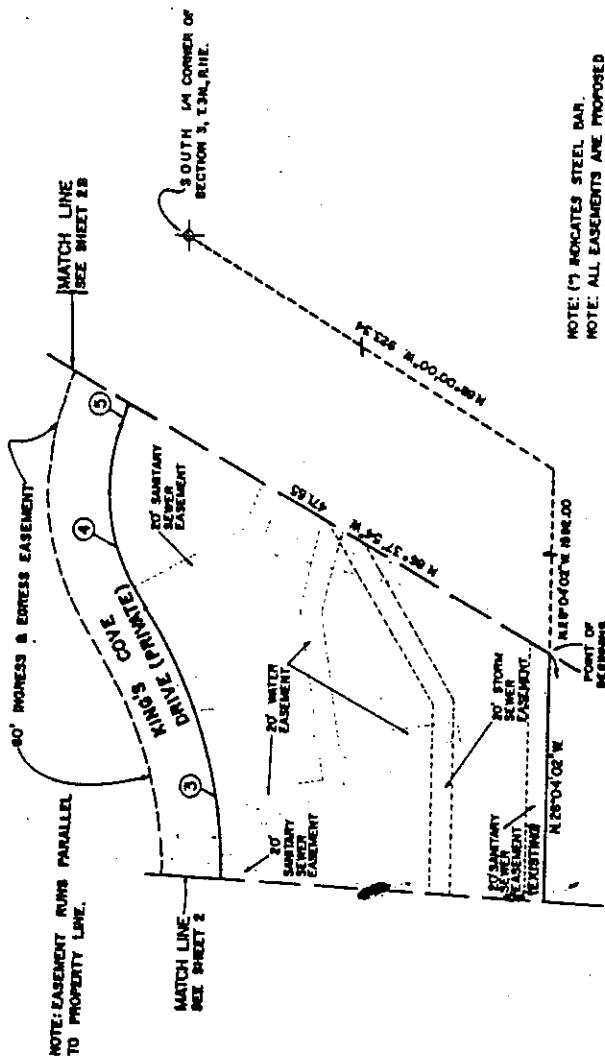
AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

PART OF THE SOUTHWEST 1/4 OF SECTION 3, T.3 N., R. 12 E., AWA  
TOWNSHIP, OKLAHOMA COUNTY, MICHIGAN, DESCRIBED AS BEING LAIN AT A  
CERTAIN POINT DISTANT NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST 283.30  
FEET AND SOUTH 79 DEGREES 00 MINUTES 07 SECONDS WEST 377.00 FEET  
AND SOUTH 07 DEGREES 38 MINUTES 10 SECONDS EAST 180.00 FEET AND SOUTH  
SOUTH 10 DEGREES 21 MINUTE 12 SECONDS EAST 75.00 FEET AND SOUTH  
SOUTH 44 DEGREES 00 MINUTES 10 SECONDS EAST 39.77 FEET AND SOUTH 39  
DEGREES 00 MINUTES 10 SECONDS EAST 19.00 FEET AND SOUTH 39  
DEGREES 17 MINUTE 37 ALGUNS EAST 134.22 FEET AND SOUTH 14  
DEGREES 14 MINUTES 56 SECONDS WEST 49.00 FEET AND SOUTH 30  
DEGREES 00 MINUTES 01 SECOND EAST 58.00 FEET AND SOUTH 78 DEGREES  
13 MINUTES 28 SECONDS EAST 270.05 FEET AND SOUTH 12 DEGREES 00  
MINUTES 00 SECONDS WEST 175.00 FEET AND SOUTH 15 DEGREES 15  
MINUTES 00 SECONDS EAST 229.80 FEET AND SOUTH 38 DEGREES 00  
MINUTES 00 SECONDS EAST 20.00 FEET AND SOUTH 13 DEGREES 10  
MINUTES 40 SECONDS WEST 110.40 FEET AND SOUTH 28 DEGREES 18  
MINUTES 40 SECONDS EAST 70.80 FEET FROM THE SOUTH 1/4 CORNER OF  
SECTION 3, T. 3 N., R. 12 E. AND FOLLOWING THENCE SOUTHERLY  
THENCE 48 MINUTES 48 SECONDS EAST 93.00 FEET; THENCE SOUTH 12  
DEGREES 30 MINUTES 00 SECONDS WEST 95.00 FEET; THENCE SOUTH 37  
DEGREES 30 MINUTES 00 SECONDS EAST 105.00 FEET; THENCE SOUTH 18  
DEGREES 00 MINUTES 00 SECONDS WEST 85.99 FEET; THENCE ALONG A  
CURVE TO THE RIGHT, RADIUS 100.83 FEET, AN ARC DISTANCE OF  
0.30 FEET, CENTRAL ANGLE 90 DEGREES 00 MINUTES 00 SECONDS,  
CHORD 142.59 FEET, CHORD BEARING SOUTH 13 DEGREES 59 MINUTES 37  
SECONDS WEST; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 390.00  
FEET, AN ARC DISTANCE OF .0317 FEET, CENTRAL ANGLE 55 DEGREES 00  
MINUTES 00 SECONDS, CHORD 310.17 FEET, CHORD BEARING SOUTH 39  
DEGREES 30 MINUTES 00 SECONDS WEST; THENCE SOUTH 78 DEGREES 13  
MINUTES 38 SECONDS EAST 287.99 FEET TO THE POINT OF BEGINNING.  
CONTAINING 2.0633 ACRES OR 29009 SQUARE FEET. SUBJECT TO  
ASSUMPTIONS OF RECORD.

PORT OF THE SOUTHWEST 1/4 OF SECTION 9, T. 3 N., R. 11 E., 42ND  
COURT DISTRICT, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A  
CORN DISTANCE 40 DEGREES 00 MINUTES 00 SECONDS EAST 933.34 FEET,  
THENCE N. 76 DEGREES 00 MINUTES 00 SECONDS WEST 830.00 FEET FROM THE  
SOUTHWEST CORNER OF SECTION 9, T. 3 N., R. 11 E., AND PROCEEDING  
THENCE N. 28 DEGREES 00 MINUTES 00 SECONDS WEST 2100.00 FEET;  
THENCE S. 87 DEGREES 18 MINUTES 10 SECONDS EAST 780.00 FEET; THENCE  
N. 17 DEGREES 21 MINUTES 37 SECONDS EAST 30.00 FEET; THENCE ALONG  
CURVE TO THE LEFT, RADII 735.00 FEET, AN ARC DISTANCE OF 615.31  
FEET, CENTRAL ANGLE 145 DEGREES 25 MINUTES 50 SECONDS, ENDING NEAR-  
LY S. 70 DEGREES 41 MINUTES 25 SECONDS WEST A DISTANCE OF 503.19  
FEET; THENCE S. 21 DEGREE 00 MINUTES 00 SECONDS EAST 99.00 FEET;  
THENCE ALONG A CURVE TO THE RIGHT, RADII 410.00 FEET, AN ARC  
DISTANCE OF 372.01 FEET, CENTRAL ANGLE 45 DEGREES 00 MINUTES 00  
SECONDS, ENDING BEARING S. 20 DEGREES 30 MINUTES 00 SECONDS EAST A  
DISTANCE OF 115.45 FEET; THENCE S. 08 DEGREES 00 MINUTES 00 SECONDS  
EAST 140.00 FEET; THENCE ALONG A CURVE TO THE LEFT, RADII 450.00  
FEET, AN ARC DISTANCE OF 421.97 FEET, CENTRAL ANGLE 35 DEGREES 00  
MINUTES 00 SECONDS, ENDING BEARING N. 33 DEGREES 20 MINUTES 00  
SECONDS EAST A DISTANCE OF 415.07 FEET; THENCE ALONG A CURVE TO THE  
RIGHT, RADII 200.00 FEET, AN ARC DISTANCE OF 180.35 FEET, CENTRAL  
ANGLE 21 DEGREES 00 MINUTES 00 SECONDS, ENDING BEARING N. 25 DEGREES  
25 MINUTES 00 SECONDS EAST A DISTANCE OF 174.30 FEET; THENCE ALONG  
A CURVE TO THE LEFT, RADII 375.38 FEET, AN ARC DISTANCE OF 381.24  
FEET, CENTRAL ANGLE 50 DEGREES 40 MINUTES 00 SECONDS, ENDING BEARING  
S. 08 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 334.19 FEET;  
THENCE S. 38 DEGREES 10 MINUTES 00 SECONDS EAST 100.00 FEET; THENCE N.  
22 DEGREE 00 MINUTES 00 SECONDS E. 300.00 FEET; THENCE S. 18 DEGREES  
10 MINUTES 00 SECONDS E. 101.45 FEET; THENCE S. 18 DEGREES  
10 MINUTES 00 SECONDS E. 101.45 FEET; THENCE ALONG A CURVE TO THE  
LEFT, RADII 735.00 FEET, AN ARC DISTANCE OF 239.97 FEET, CENTRAL  
ANGLE 08 DEGREES 25 MINUTES 38 SECONDS, ENDING 230.18 FEET, BEARING  
THENCE S. 10 DEGREES 11 MINUTES 31 SECONDS EAST; THENCE N. 02  
DEGREE 01 MINUTE 17 SECONDS EAST 115.00 FEET; THENCE ALONG A CURVE  
TO THE RIGHT, RADII 400.00 FEET, AN ARC DISTANCE OF 403.00 FEET,  
CENTRAL ANGLE 37 DEGREES 00 MINUTES 00 SECONDS, ENDING 360.95 FEET,  
BEARING N. 20 DEGREES 00 MINUTES 17 SECONDS EAST; THENCE S. 55  
DEG 47 MINUTE 55 SECONDS EAST 315.00 FEET; THENCE N. 07 DEGREES  
00 MINUTES 10 SECONDS EAST 99.00 FEET; THENCE N. 38 DEGREES 05  
MINUTES 30 SECONDS EAST 174.00 FEET; THENCE N. 37 DEGREES 41 MINUTES 00  
SECONDS EAST 100.00 FEET; THENCE S. 37 DEGREES 41 MINUTES 00  
SECONDS EAST 77.00 FEET TO THE POINT OF BEGINNING, CONTAINING  
442 SQUARE FEET, SUBJECT MATTER TAXED, USED, OR DECEASED FOR  
PURPOSES . . . SUBJECT TO ENACTMENT OF RECORD.

[illegible]





| PT | RADIUS | ANGLE     | ARC    | CHORD  | CHORD BEAN  |
|----|--------|-----------|--------|--------|-------------|
| 1  | 263.00 | 43°02'50" | 655.81 | 503.19 | 82°04'55"W  |
| 2  | 480.00 | 43°02'50" | 522.08 | 503.80 | 42°39'30"W  |
| 3  | 450.00 | 53°00'00" | 431.97 | 463.37 | N33°30'00"E |
| 4  | 200.00 | 5°40'00"  | 80.35  | 174.30 | N25°00'00"E |
| 5  | 372.32 | 5°40'00"  | 351.24 | 364.79 | S38°40'00"E |

KING'S COVE

SURVEY PLAN

DATE: 5-12-24

DRAWN BY: J. A. BENTLEY, INC.

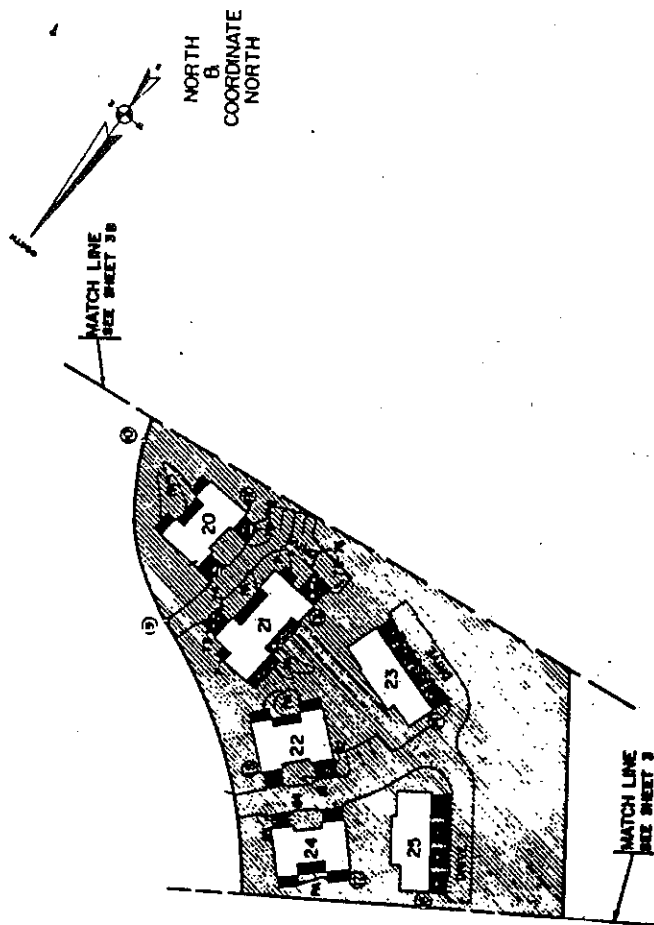
CHECKED BY: J. A. BENTLEY, INC.

SCALE: 1" = 40'





| NO. | DESCRIPTION | QTY | UNIT  | PRICE | TOTAL   |
|-----|-------------|-----|-------|-------|---------|
| 1   | CONCRETE    | 100 | CU YD | 12.00 | 1200.00 |
| 2   | CEMENT      | 100 | CU YD | 12.00 | 1200.00 |
| 3   | STEEL       | 100 | CU YD | 12.00 | 1200.00 |
| 4   | BRICK       | 100 | CU YD | 12.00 | 1200.00 |
| 5   | ROOFING     | 100 | CU YD | 12.00 | 1200.00 |
| 6   | PAINT       | 100 | CU YD | 12.00 | 1200.00 |
| 7   | LANDSCAPING | 100 | CU YD | 12.00 | 1200.00 |
| 8   | SEWER       | 100 | CU YD | 12.00 | 1200.00 |
| 9   | WATER       | 100 | CU YD | 12.00 | 1200.00 |
| 10  | DRIVEWAY    | 100 | CU YD | 12.00 | 1200.00 |
| 11  | WALKWAY     | 100 | CU YD | 12.00 | 1200.00 |
| 12  | CONCRETE    | 100 | CU YD | 12.00 | 1200.00 |
| 13  | CEMENT      | 100 | CU YD | 12.00 | 1200.00 |
| 14  | STEEL       | 100 | CU YD | 12.00 | 1200.00 |
| 15  | BRICK       | 100 | CU YD | 12.00 | 1200.00 |
| 16  | ROOFING     | 100 | CU YD | 12.00 | 1200.00 |
| 17  | PAINT       | 100 | CU YD | 12.00 | 1200.00 |
| 18  | LANDSCAPING | 100 | CU YD | 12.00 | 1200.00 |
| 19  | SEWER       | 100 | CU YD | 12.00 | 1200.00 |
| 20  | WATER       | 100 | CU YD | 12.00 | 1200.00 |
| 21  | DRIVEWAY    | 100 | CU YD | 12.00 | 1200.00 |
| 22  | WALKWAY     | 100 | CU YD | 12.00 | 1200.00 |
| 23  | CONCRETE    | 100 | CU YD | 12.00 | 1200.00 |
| 24  | CEMENT      | 100 | CU YD | 12.00 | 1200.00 |
| 25  | STEEL       | 100 | CU YD | 12.00 | 1200.00 |
| 26  | BRICK       | 100 | CU YD | 12.00 | 1200.00 |
| 27  | ROOFING     | 100 | CU YD | 12.00 | 1200.00 |
| 28  | PAINT       | 100 | CU YD | 12.00 | 1200.00 |
| 29  | LANDSCAPING | 100 | CU YD | 12.00 | 1200.00 |
| 30  | SEWER       | 100 | CU YD | 12.00 | 1200.00 |
| 31  | WATER       | 100 | CU YD | 12.00 | 1200.00 |
| 32  | DRIVEWAY    | 100 | CU YD | 12.00 | 1200.00 |
| 33  | WALKWAY     | 100 | CU YD | 12.00 | 1200.00 |
| 34  | CONCRETE    | 100 | CU YD | 12.00 | 1200.00 |
| 35  | CEMENT      | 100 | CU YD | 12.00 | 1200.00 |
| 36  | STEEL       | 100 | CU YD | 12.00 | 1200.00 |
| 37  | BRICK       | 100 | CU YD | 12.00 | 1200.00 |
| 38  | ROOFING     | 100 | CU YD | 12.00 | 1200.00 |
| 39  | PAINT       | 100 | CU YD | 12.00 | 1200.00 |
| 40  | LANDSCAPING | 100 | CU YD | 12.00 | 1200.00 |
| 41  | SEWER       | 100 | CU YD | 12.00 | 1200.00 |
| 42  | WATER       | 100 | CU YD | 12.00 | 1200.00 |
| 43  | DRIVEWAY    | 100 | CU YD | 12.00 | 1200.00 |
| 44  | WALKWAY     | 100 | CU YD | 12.00 | 1200.00 |
| 45  | CONCRETE    | 100 | CU YD | 12.00 | 1200.00 |
| 46  | CEMENT      | 100 | CU YD | 12.00 | 1200.00 |
| 47  | STEEL       | 100 | CU YD | 12.00 | 1200.00 |
| 48  | BRICK       | 100 | CU YD | 12.00 | 1200.00 |
| 49  | ROOFING     | 100 | CU YD | 12.00 | 1200.00 |
| 50  | PAINT       | 100 | CU YD | 12.00 | 1200.00 |
| 51  | LANDSCAPING | 100 | CU YD | 12.00 | 1200.00 |
| 52  | SEWER       | 100 | CU YD | 12.00 | 1200.00 |
| 53  | WATER       | 100 | CU YD | 12.00 | 1200.00 |
| 54  | DRIVEWAY    | 100 | CU YD | 12.00 | 1200.00 |
| 55  | WALKWAY     | 100 | CU YD | 12.00 | 1200.00 |
| 56  | CONCRETE    | 100 | CU YD | 12.00 | 1200.00 |
| 57  | CEMENT      | 100 | CU YD | 12.00 | 1200.00 |
| 58  | STEEL       | 100 | CU YD | 12.00 | 1200.00 |
| 59  | BRICK       | 100 | CU YD | 12.00 | 1200.00 |
| 60  | ROOFING     | 100 | CU YD | 12.00 | 1200.00 |
| 61  | PAINT       | 100 | CU YD | 12.00 | 1200.00 |
| 62  | LANDSCAPING | 100 | CU YD | 12.00 | 1200.00 |
| 63  | SEWER       | 100 | CU YD | 12.00 | 1200.00 |
| 64  | WATER       | 100 | CU YD | 12.00 | 1200.00 |
| 65  | DRIVEWAY    | 100 | CU YD | 12.00 | 1200.00 |
| 66  | WALKWAY     | 100 | CU YD | 12.00 | 1200.00 |
| 67  | CONCRETE    | 100 | CU YD | 12.00 | 1200.00 |
| 68  | CEMENT      | 100 | CU YD | 12.00 | 1200.00 |
| 69  | STEEL       | 100 | CU YD | 12.00 | 1200.00 |
| 70  | BRICK       | 100 | CU YD | 12.00 | 1200.00 |
| 71  | ROOFING     | 100 | CU YD | 12.00 | 1200.00 |
| 72  | PAINT       | 100 | CU YD | 12.00 | 1200.00 |
| 73  | LANDSCAPING | 100 | CU YD | 12.00 | 1200.00 |
| 74  | SEWER       | 100 | CU YD | 12.00 | 1200.00 |
| 75  | WATER       | 100 | CU YD | 12.00 | 1200.00 |
| 76  | DRIVEWAY    | 100 | CU YD | 12.00 | 1200.00 |
| 77  | WALKWAY     | 100 | CU YD | 12.00 | 1200.00 |
| 78  | CONCRETE    | 100 | CU YD | 12.00 | 1200.00 |
| 79  | CEMENT      | 100 | CU YD | 12.00 | 1200.00 |
| 80  | STEEL       | 100 | CU YD | 12.00 | 1200.00 |
| 81  | BRICK       | 100 | CU YD | 12.00 | 1200.00 |
| 82  | ROOFING     | 100 | CU YD | 12.00 | 1200.00 |
| 83  | PAINT       | 100 | CU YD | 12.00 | 1200.00 |
| 84  | LANDSCAPING | 100 | CU YD | 12.00 | 1200.00 |
| 85  | SEWER       | 100 | CU YD | 12.00 | 1200.00 |
| 86  | WATER       | 100 | CU YD | 12.00 | 1200.00 |
| 87  | DRIVEWAY    | 100 | CU YD | 12.00 | 1200.00 |
| 88  | WALKWAY     | 100 | CU YD | 12.00 | 1200.00 |
| 89  | CONCRETE    | 100 | CU YD | 12.00 | 1200.00 |
| 90  | CEMENT      | 100 | CU YD | 12.00 | 1200.00 |
| 91  | STEEL       | 100 | CU YD | 12.00 | 1200.00 |
| 92  | BRICK       | 100 | CU YD | 12.00 | 1200.00 |
| 93  | ROOFING     | 100 | CU YD | 12.00 | 1200.00 |
| 94  | PAINT       | 100 | CU YD | 12.00 | 1200.00 |
| 95  | LANDSCAPING | 100 | CU YD | 12.00 | 1200.00 |
| 96  | SEWER       | 100 | CU YD | 12.00 | 1200.00 |
| 97  | WATER       | 100 | CU YD | 12.00 | 1200.00 |
| 98  | DRIVEWAY    | 100 | CU YD | 12.00 | 1200.00 |
| 99  | WALKWAY     | 100 | CU YD | 12.00 | 1200.00 |
| 100 | CONCRETE    | 100 | CU YD | 12.00 | 1200.00 |



GENERAL COMMON ELEMENT LIMITED  
 AMENDED OCT 4, 1973  
 (S) INDICATES STEEL BAR  
 P INDICATES PORCH  
 PA INDICATES PAVED AREA

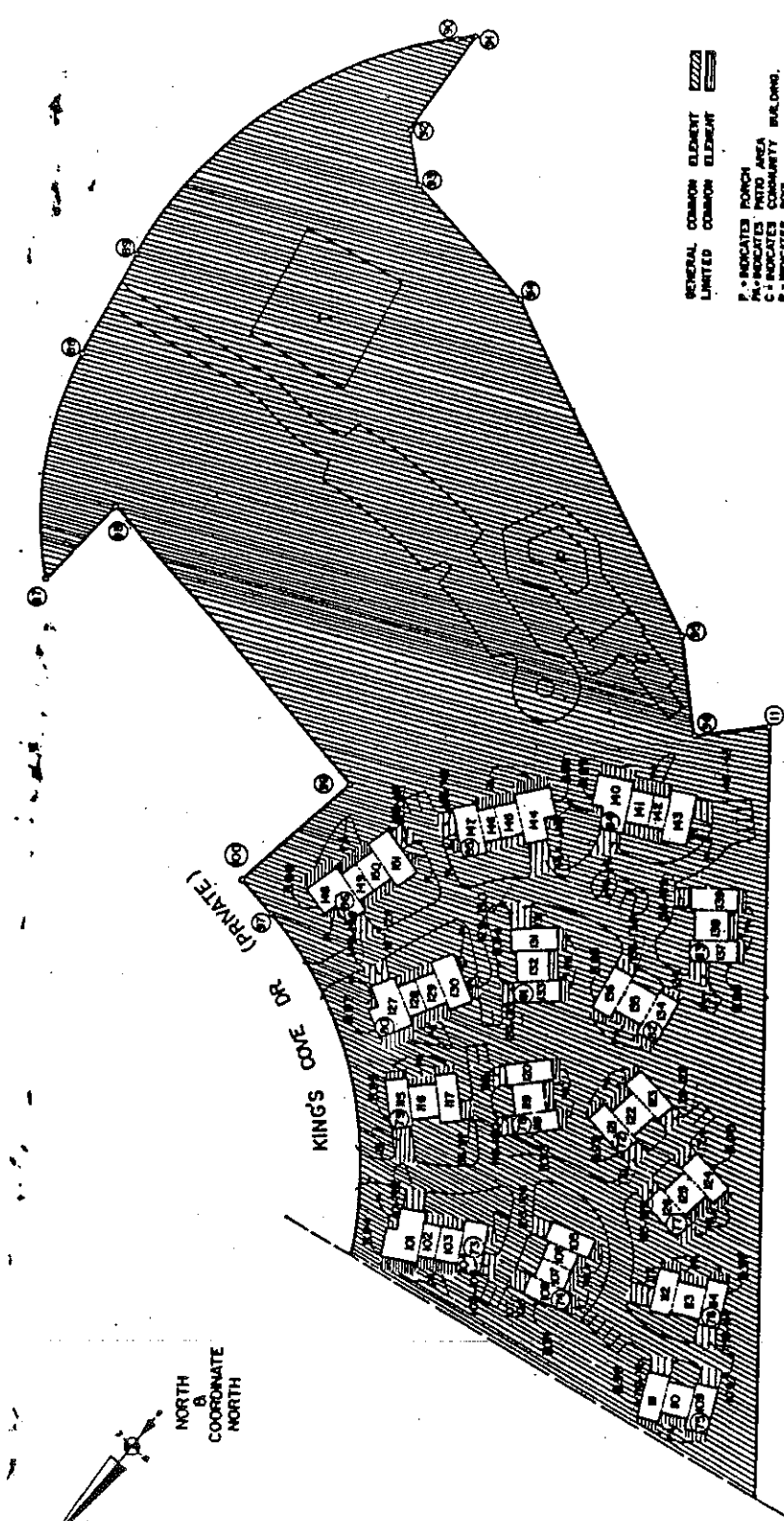
KING'S COVE

SITE PLAN

REVISIONS

| NO. | DATE    | DESCRIPTION |
|-----|---------|-------------|
| 1   | 10-4-73 | AMENDED     |

DESIGNED BY: ROBERT A. BERRY, INC.  
 DRAWN BY: ROBERT A. BERRY, INC.  
 CHECKED BY: ROBERT A. BERRY, INC.  
 SCALE: 1" = 50'



GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

P - INDICATES PORCH  
PA - INDICATES PAVED AREA  
C - INDICATES CONCRETE BUILDING  
P - INDICATES POOL  
B - INDICATES BUILDING  
T - INDICATES TERRACE

| PL | NORTH  | EAST   | PL | NORTH | EAST   | PL | NORTH  | EAST   | PL | NORTH  | EAST   |
|----|--------|--------|----|-------|--------|----|--------|--------|----|--------|--------|
| 11 | 484239 | 210282 | 70 | 32380 | 217572 | 80 | 273456 | 217572 | 90 | 273456 | 217572 |
| 12 | 484239 | 210282 | 71 | 32380 | 217572 | 81 | 273456 | 217572 | 91 | 273456 | 217572 |
| 13 | 484239 | 210282 | 72 | 32380 | 217572 | 82 | 273456 | 217572 | 92 | 273456 | 217572 |
| 14 | 484239 | 210282 | 73 | 32380 | 217572 | 83 | 273456 | 217572 | 93 | 273456 | 217572 |
| 15 | 484239 | 210282 | 74 | 32380 | 217572 | 84 | 273456 | 217572 | 94 | 273456 | 217572 |
| 16 | 484239 | 210282 | 75 | 32380 | 217572 | 85 | 273456 | 217572 | 95 | 273456 | 217572 |
| 17 | 484239 | 210282 | 76 | 32380 | 217572 | 86 | 273456 | 217572 | 96 | 273456 | 217572 |
| 18 | 484239 | 210282 | 77 | 32380 | 217572 | 87 | 273456 | 217572 | 97 | 273456 | 217572 |
| 19 | 484239 | 210282 | 78 | 32380 | 217572 | 88 | 273456 | 217572 | 98 | 273456 | 217572 |
| 20 | 484239 | 210282 | 79 | 32380 | 217572 | 89 | 273456 | 217572 | 99 | 273456 | 217572 |

MATCH LINE  
SEE SHEET 1013

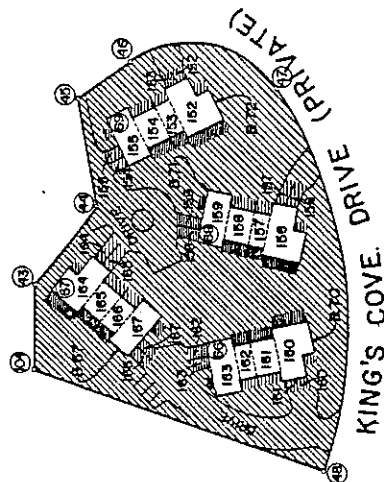
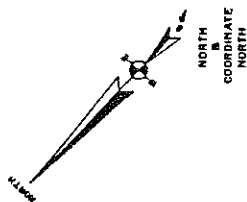
KING'S COVE

# SITE PLAN

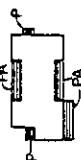
SHAW & SMITH, INC.  
1000 10th Avenue  
New York, N.Y. 10018  
74



|         |  |    |
|---------|--|----|
| 5-16-79 | GABNEY & SMITH, INC.<br>10000 N. 10th Ave. Suite 200<br>Phoenix, Arizona 85021<br>(602) 998-1100 | 3C |
|---------|--|----|



TYPICAL LOCATION OF P & PA'S



PA - INDICATES PATIO  
P - INDICATES PORCH  
B - INDICATES BUILDING  
GENERAL COMMON ELEMENT

KING'S COVE

SITE PLAN

|          |                       |          |
|----------|-----------------------|----------|
| 5/12/74  | BAIRDT A. SMITH, INC. | DATE     |
| 10/12/74 | 100 KING'S COVE DRIVE | PROJECT  |
| 10/12/74 | 100 KING'S COVE DRIVE | CLIENT   |
| 10/12/74 | 100 KING'S COVE DRIVE | SCALE    |
| 10/12/74 | 100 KING'S COVE DRIVE | BY       |
| 10/12/74 | 100 KING'S COVE DRIVE | CHECKED  |
| 10/12/74 | 100 KING'S COVE DRIVE | APPROVED |

|     |       |
|-----|-------|
| 69  | .4684 |
| 70  | .5003 |
| 71  | .5003 |
| 72  | .4152 |
| 73  | .3938 |
| 74  | .4152 |
| 75  | .3619 |
| 76  | .4152 |
| 77  | .4684 |
| 78  | .4684 |
| 79  | .4471 |
| 80  | .4684 |
| 81  | .4684 |
| 82  | .4471 |
| 83  | .4471 |
| 84  | .4684 |
| 85  | .4684 |
| 86  | .4471 |
| 87  | .4684 |
| 88  | .4684 |
| 89  | .4471 |
| 90  | .4684 |
| 91  | .4684 |
| 92  | .4684 |
| 93  | .4684 |
| 94  | .4471 |
| 95  | .4684 |
| 96  | .4684 |
| 97  | .4471 |
| 98  | .4471 |
| 99  | .4684 |
| 100 | .4684 |
| 101 | .3938 |
| 102 | .4152 |
| 103 | .3619 |
| 104 | .4152 |
| 105 | .4684 |
| 106 | .4684 |
| 107 | .4152 |
| 108 | .4684 |
| 109 | .4684 |
| 110 | .4684 |
| 111 | .4471 |
| 112 | .4684 |
| 113 | .4684 |
| 114 | .4471 |
| 115 | .4684 |
| 116 | .4684 |
| 117 | .4471 |
| 118 | .4684 |
| 119 | .4684 |
| 120 | .4471 |
| 121 | .4684 |
| 122 | .4684 |
| 123 | .4471 |
| 124 | .4684 |
| 125 | .4684 |
| 126 | .4471 |
| 127 | .3938 |
| 128 | .4152 |
| 129 | .3619 |
| 130 | .4152 |
| 131 | .4684 |
| 132 | .4684 |

|    |       |
|----|-------|
| 5  | .3938 |
| 6  | .4152 |
| 7  | .3619 |
| 8  | .4152 |
| 9  | .3938 |
| 10 | .4152 |
| 11 | .3619 |
| 12 | .4152 |
| 13 | .3938 |
| 14 | .4152 |
| 15 | .3619 |
| 16 | .4152 |
| 17 | .4684 |
| 18 | .5003 |
| 19 | .5003 |
| 20 | .4152 |
| 21 | .4684 |
| 22 | .5003 |
| 23 | .5003 |
| 24 | .4152 |
| 25 | .4684 |
| 26 | .5003 |
| 27 | .5003 |
| 28 | .4152 |
| 29 | .4684 |
| 30 | .5003 |
| 31 | .5003 |
| 32 | .4152 |
| 33 | .3938 |
| 34 | .4152 |
| 35 | .3619 |
| 36 | .4152 |
| 37 | .3938 |
| 38 | .4152 |
| 39 | .3619 |
| 40 | .4152 |
| 41 | .4684 |
| 42 | .5003 |
| 43 | .5003 |
| 44 | .4152 |
| 45 | .4684 |
| 46 | .5003 |
| 47 | .5003 |
| 48 | .4152 |
| 49 | .3938 |
| 50 | .4152 |
| 51 | .3619 |
| 52 | .4152 |
| 53 | .3938 |
| 54 | .4152 |
| 55 | .3619 |
| 56 | .4152 |
| 57 | .4684 |
| 58 | .5003 |
| 59 | .5003 |
| 60 | .4152 |
| 61 | .4684 |
| 62 | .5003 |
| 63 | .5003 |
| 64 | .4152 |
| 65 | .4684 |
| 66 | .5003 |
| 67 | .5003 |
| 68 | .4152 |

Securities Division  
Corporation & Securities Bureau  
3511 Enterprise Drive  
Lansing, Michigan 48913

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Recorded in Liber 6503,  
Page 149, Oakland County  
Records, on July 17, 1975

Securities Division  
(517) 373-6465  
Corporation Division  
(517) 373-0455  
Condominium Section  
(517) 373-5026

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

O R D E R

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED


In re: Application of MultiPlex-Luber Limited Partnership, MultiPlex Home Corporation of Michigan, General Partner, 4091 Shorecrest Drive, West Bloomfield, Michigan, Developer, for a Certificate of Approval of Amended Master Deed order for KING'S COVE, FIFTH AMENDMENT, King's Cove Drive, Avon Township, Oakland County, Michigan. (our file #72-169).

.....

1. Application having been duly made and examined.
2. A Certificate of Approval of the Amended Master Deed for the above condominium is hereby given to the Developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - a. That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
  - b. That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the issuance of a Permit to Sell.
  - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
  - d. When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.
3. This Certificate of Approval of the Amended Master Deed becomes effective immediately.

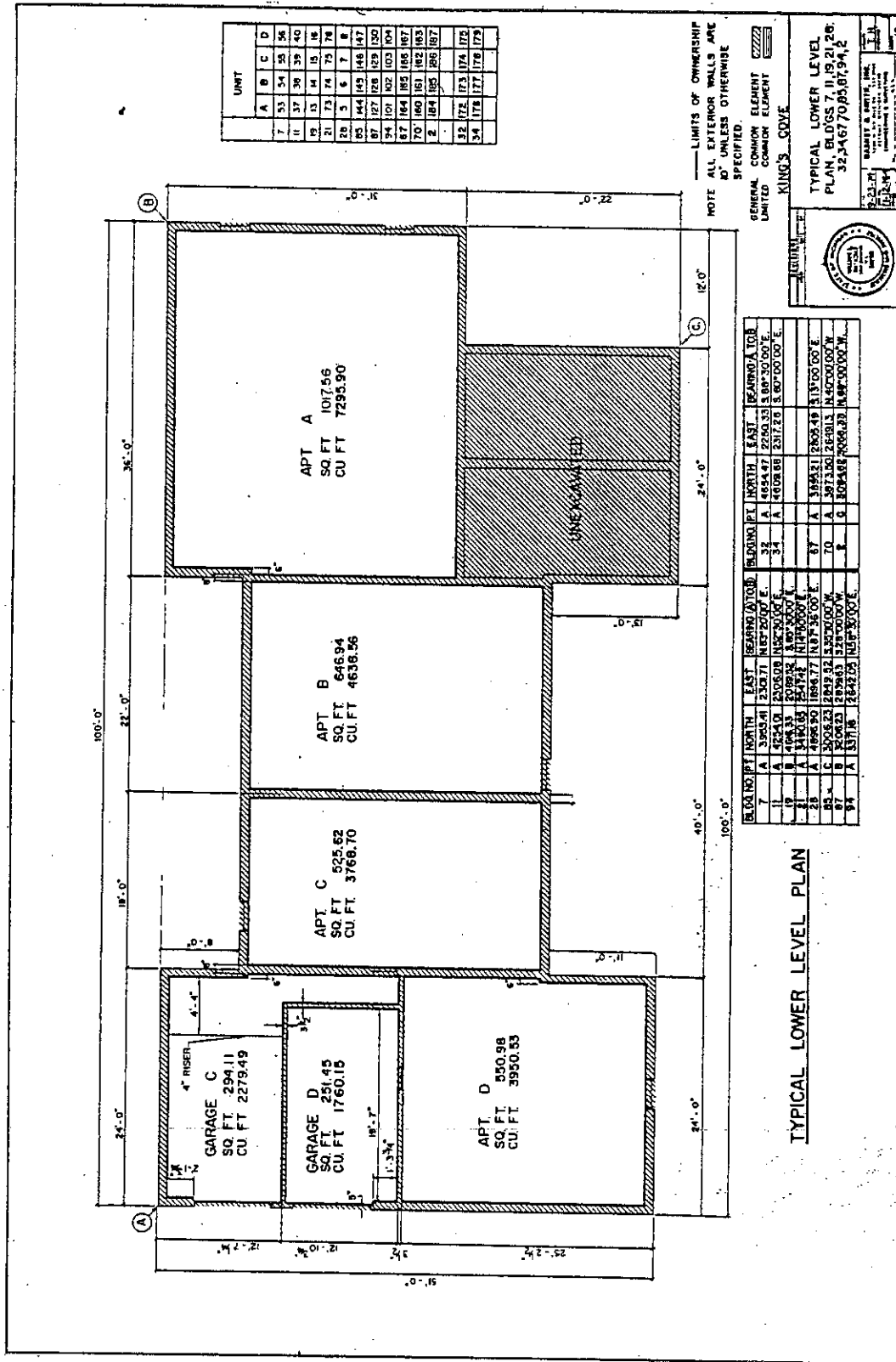
MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By

  
Hugh H. Makens, Director  
Corporation & Securities Bureau

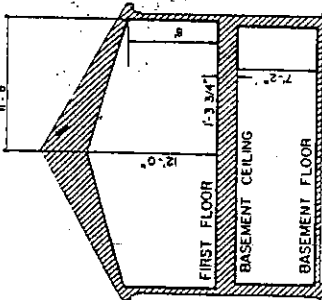
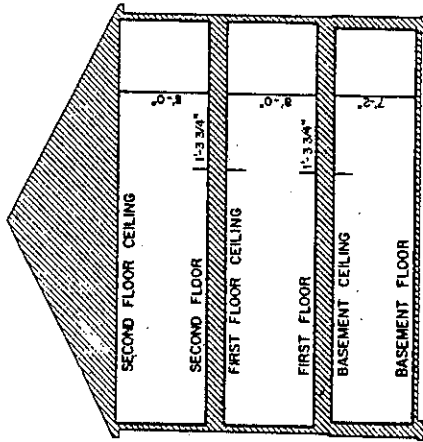
Dated: June 30, 1975  
Lansing, Michigan





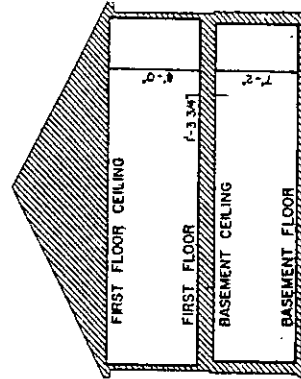
| BLDG NO. | PT | NORTH   | EAST    | BEARING (TO)    | BLDG NO. | PT | NORTH   | EAST    | BEARING (TO)    |
|----------|----|---------|---------|-----------------|----------|----|---------|---------|-----------------|
| 7        | A  | 3583.41 | 230.71  | N 87° 30' 00" E | 32       | A  | 4854.47 | 2240.13 | S 80° 30' 00" E |
| 11       | B  | 4234.08 | 200.08  | N 87° 30' 00" E | 34       | A  | 4608.86 | 2317.20 | S 80° 30' 00" E |
| 19       | B  | 4084.33 | 208.24  | N 87° 30' 00" E | 87       | A  | 3584.31 | 2302.49 | S 10° 00' 00" E |
| 21       | A  | 3420.65 | 154.74  | N 17° 00' 00" E | 70       | A  | 3873.50 | 2438.13 | N 40° 00' 00" W |
| 28       | A  | 4896.90 | 1896.77 | N 87° 30' 00" E | 83       | A  | 3006.23 | 2829.32 | S 25° 00' 00" W |
| 83       | A  | 3006.23 | 2829.32 | S 25° 00' 00" W | 87       | B  | 3006.23 | 2829.32 | S 25° 00' 00" W |
| 87       | B  | 3006.23 | 2829.32 | S 25° 00' 00" W | 94       | A  | 3371.16 | 2642.05 | N 87° 30' 00" E |

TYPICAL LOWER LEVEL PLAN

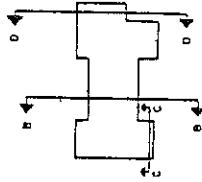


SECTION C-C

SECTION B-B



SECTION D-D



SECTION DETAIL

TABLE OF ELEVATIONS  
USC & GS DATUM

| B.L.G. | FIRST FL. | B.L.G. | FIRST FL. |
|--------|-----------|--------|-----------|
| 7      | 801.33    | 32     | 808.00    |
| 11     | 803.33    | 34     | 807.00    |
| 19     | 802.33    | 2      | 798.85    |
| 21     | 798.85    |        |           |
| 28     | 798.03    | 87     | 803.00    |
| 85     | 808.50    | 70     | 802.00    |
| 87     | 808.50    |        |           |
| 94     | 818.50    |        |           |

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
— INDICATES LIMITS OF OWNERSHIP

KINGS COVE

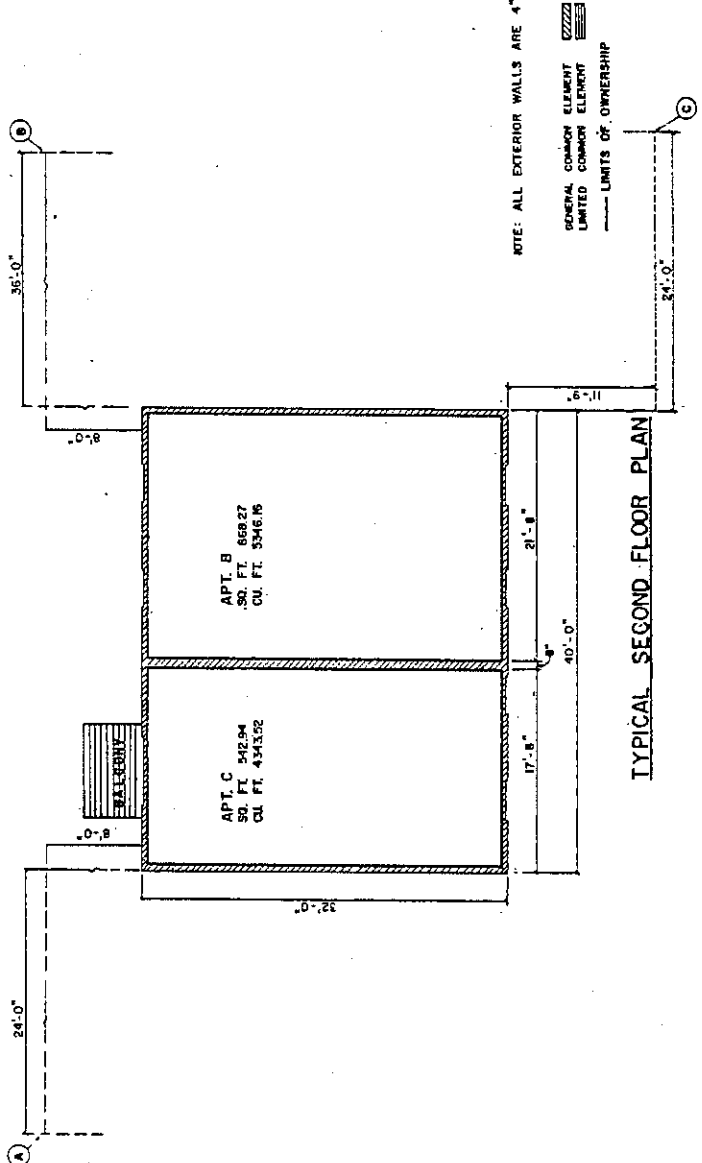
CROSS-SECTIONS OF  
BLDG'S 7, 11, 19, 21, 28, 85, 87, 94, 32,  
34, 87, 70, 2

DRAWN BY: J. M. [Signature]  
 CHECKED BY: J. M. [Signature]  
 DATE: 9/23/74  
 SCALE: 1/4" = 1'-0"  
 SHEET: 172-22

| Bldg No. | Point | North    | East    | Bearing         | From    | To    |
|----------|-------|----------|---------|-----------------|---------|-------|
| 7        | A     | 3955.41  | 2301.71 | N 83° 20' 00" E | BEARING | POINT |
| 11       | B     | 4254.01  | 2306.08 | N 82° 30' 00" E |         |       |
| 19       | B     | 4616.33  | 2069.32 | S 85° 30' 00" E |         |       |
| 21       | A     | 3490.653 | 2547.42 | N 4° 50' 00" E  |         |       |
| 28       | A     | 4096.90  | 1696.77 | N 87° 36' 00" E |         |       |
| 40       | C     | 3006.23  | 2949.92 | S 37° 00' 00" W |         |       |
| 187      | B     | 3206.23  | 2833.63 | S 28° 00' 00" W |         |       |
| 34       | A     | 3371.18  | 2342.05 | N 58° 30' 00" E |         |       |
| 32       | A     | 4654.47  | 2290.33 | S 80° 30' 00" E |         |       |
| 34       | A     | 4608.68  | 2317.26 | S 60° 00' 00" E |         |       |
| 47       | A     | 4720.10  | 2704.60 | S 23° 30' 00" E |         |       |
| 67       | A     | 3893.21  | 2803.49 | S 13° 00' 00" E |         |       |
| 70       | A     | 3873.90  | 2649.13 | N 40° 00' 00" W |         |       |

| Bldg No. | Unit | A       | B    | C   | D  |
|----------|------|---------|------|-----|----|
| 7        | A    | 2535.4  | 2326 |     |    |
| 11       | B    | 3738.39 | 40   |     |    |
| 19       | B    | 13      | 14   | 15  | 16 |
| 21       | A    | 73      | 74   | 75  | 76 |
| 28       | A    | 5       | 7    | B   |    |
| 40       | C    | 44      | 45   | 46  | 47 |
| 187      | B    | 27      | 28   | 29  | 30 |
| 34       | A    | 102     | 103  | 104 |    |
| 32       | A    | 105     | 106  | 107 |    |
| 34       | A    | 108     | 109  | 110 |    |
| 47       | A    | 111     | 112  | 113 |    |
| 67       | A    | 114     | 115  | 116 |    |
| 70       | A    | 117     | 118  | 119 |    |

| Bldg No. | Point | North   | East    | Bearing         | From    | To    |
|----------|-------|---------|---------|-----------------|---------|-------|
| 2        | C     | 3084.82 | 2008.33 | N 88° 00' 00" E | BEARING | POINT |



NOTE: ALL EXTERIOR WALLS ARE 4"

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

KING'S COVE.

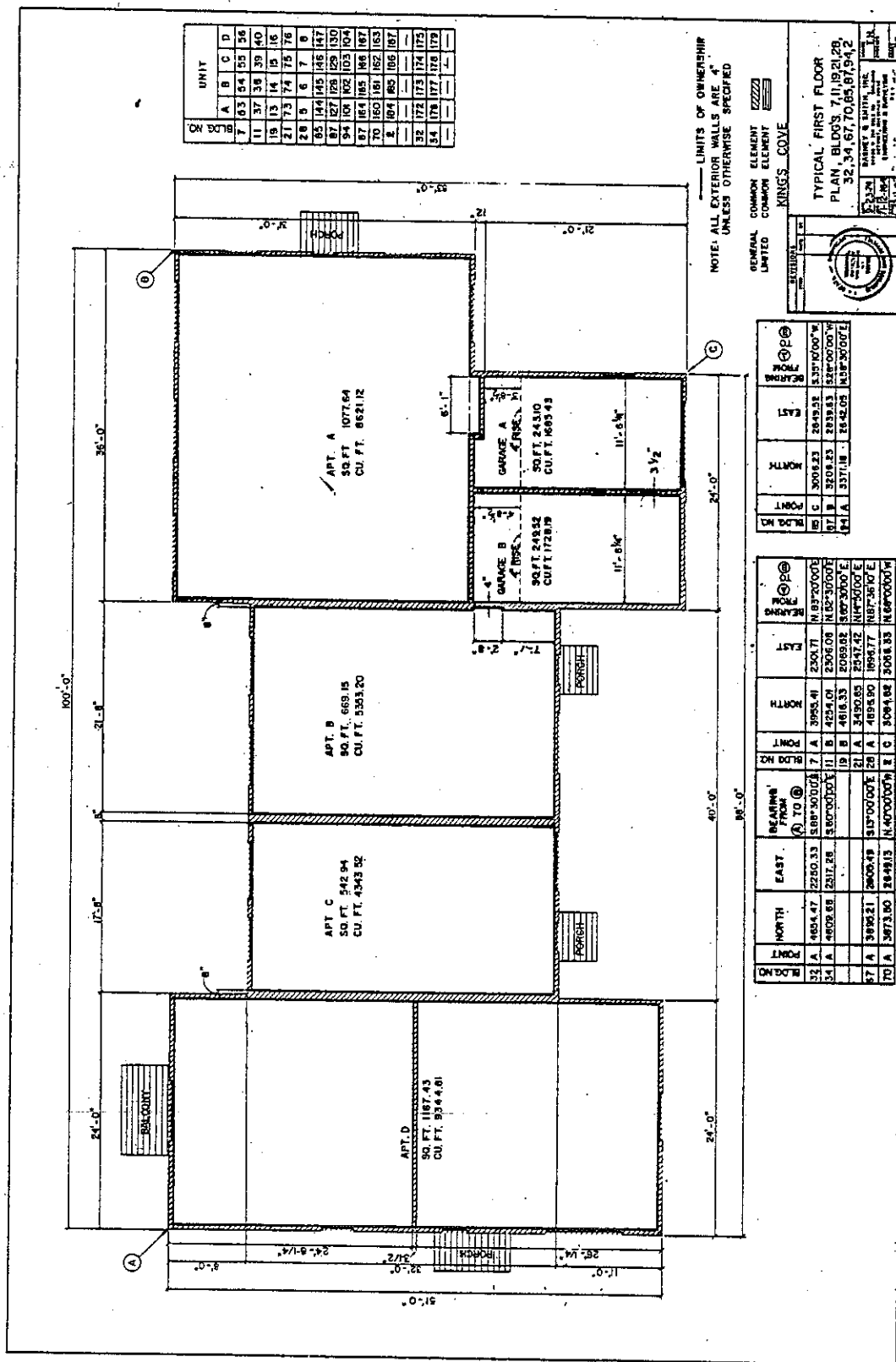
TYPICAL SECOND FLOOR

PLAN, BLDGS 7, 11, 19, 21,

28, 190, 191, 32, 34, 2, 67, 70,

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.







Securities Division  
Corporation & Securities Bureau  
5511 Enterprise Drive  
Lansing, Michigan 48913

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division  
(517) 373-0445  
Corporation Division  
(517) 373-0496  
Condominium Section  
(517) 373-8026

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

CONDITIONAL PERMIT TO SELL

In re: Application of MultiPlex-Luber Limited Partnership, MultiPlex Home Corporation of Michigan, General Partner, 4091 Shorecrest Drive, West Bloomfield, Michigan, Developer, for a Conditional Permit to Sell order for KING'S COVE, FIFTH AMENDMENT, King's Cove Drive, Avon Township, Oakland County, Michigan. (our file #72-169).

.....

1. Application having been duly made and examined, and
2. A Certificate of Approval of Amended Master Deed having been entered on June 30, 1975 and recorded on July 17, 1975 in Liber # 6503 page 149 and the Master Deed having been recorded on July 17, 1975 in Liber # 6503 pages 152 through 188 in the records of the Oakland County Register of Deeds.
3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
  - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
  - (c) That no unit be conveyed until an occupancy permit has been received.
  - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
  - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
4. This Conditional Permit to Sell becomes effective immediately but shall terminate one year from date hereof as to any apartments not deeded or sold under this contract, unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By

Hugh H. Makens, Director  
Corporation & Securities Bureau



Dated: July 18, 1975  
Lansing, Michigan

FIRST AMENDMENT TO MASTER DEED OF  
KING'S COVE

Recorded in Liber 6290,  
Pages 845 through 880,  
Oakland County Records,  
on May 14, 1974

Multiplex Corporation, a Michigan corporation, being the Developer of King's Cove, a condominium project established pursuant to the Master Deed thereof, recorded on September 4, 1973 in Liber 6161, Pages 281 through 330, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 148, hereby amends the Master Deed of King's Cove pursuant to the authority reserved in Article VII and Article X of said Master Deed for the purposes of enlarging the condominium project from 100 units to 151 units by the addition of land as described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed and for the purpose of correcting certain errors in said Master Deed. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium Project by this Amendment is more particularly described as follows:

Part of the Southwest 1/4 Section 3, T.3N., R.11E., Avon Township, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 830.00 feet from the South 1/4 corner of Section 3, T.3N., R.11E., and proceeding thence North 26 degrees 04 minutes 02 seconds West 336.00 feet; thence North 71 degrees 06 minutes 19 seconds East 280.88 feet; thence North 49 degrees 11 minutes 20 seconds East 143.94 feet; thence along a curve to the left Radius 372.32 feet, an arc distance of 161.24 feet; thence South 68 degrees 00 minutes 00 seconds East 48.07 feet; thence South 22 degrees 00 minutes 00 seconds West 144.85 feet; thence South 55 degrees 03 minutes 03 seconds West 426.21 feet to the point of beginning. Containing 133,025 square feet. Subject to easements of record; and part of the Southwest 1/4 of Section 3, T.3N., R.11E., Avon Township, Oakland County, Michigan, described as beginning at a point distant North 88 degrees 00 minutes 00 seconds West 923.34 feet and North 26 degrees 04 minutes 02 seconds West 1166.00 feet from the South 1/4 corner of Section 3, T.3N., R.11E., and proceeding thence North 26 degrees 04 minutes 02 seconds West 426.00 feet; thence South 86 degrees 37 minutes 54 seconds East 471.65 feet; thence along a curve to the left Radius 372.32 feet, an arc distance of 195.00 feet; thence South 49 degrees 11 minutes 20 seconds West 143.94 feet; thence South 71 degrees 06 minutes 19 seconds West 280.88 feet to the point of beginning. Subject to easements of record. Containing 133,659 square feet.

2. First Amended Article V-C of said Master Deed of King's Cove as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Article V-C of the Master Deed as originally recorded, and the originally recorded Article V-C shall be of no further force or effect.

FIRST AMENDED ARTICLE V-C OF THE MASTER DEED OF  
KING'S COVE

ARTICLE V.

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

| Apartment Number | Percentage of<br>Value Assigned |
|------------------|---------------------------------|
| 1                | .600                            |
| 2                | .630                            |
| 3                | .560                            |
| 4                | .630                            |
| 5                | .600                            |
| 6                | .630                            |

|    |      |
|----|------|
| 7  | .560 |
| 8  | .630 |
| 9  | .600 |
| 10 | .630 |
| 11 | .560 |
| 12 | .630 |
| 13 | .600 |
| 14 | .630 |
| 15 | .560 |
| 16 | .630 |
| 17 | .700 |
| 18 | .745 |
| 19 | .745 |
| 20 | .630 |
| 21 | .700 |
| 22 | .745 |
| 23 | .745 |
| 24 | .630 |
| 25 | .700 |
| 26 | .745 |
| 27 | .745 |
| 28 | .630 |
| 29 | .700 |
| 30 | .745 |
| 31 | .745 |
| 32 | .630 |
| 33 | .600 |
| 34 | .630 |
| 35 | .560 |
| 36 | .630 |
| 37 | .600 |
| 38 | .630 |
| 39 | .560 |
| 40 | .630 |
| 41 | .700 |
| 42 | .745 |
| 43 | .745 |
| 44 | .630 |
| 45 | .700 |
| 46 | .745 |
| 47 | .745 |
| 48 | .630 |
| 49 | .600 |
| 50 | .630 |
| 51 | .560 |
| 52 | .630 |
| 53 | .600 |
| 54 | .630 |
| 55 | .560 |
| 56 | .630 |
| 57 | .700 |
| 58 | .745 |
| 59 | .745 |
| 60 | .630 |
| 61 | .700 |
| 62 | .745 |
| 63 | .630 |
| 64 | .745 |
| 65 | .700 |
| 66 | .745 |
| 67 | .745 |
| 68 | .630 |
| 69 | .700 |
| 70 | .745 |

|     |      |
|-----|------|
| 71  | .745 |
| 72  | .630 |
| 73  | .600 |
| 74  | .630 |
| 75  | .560 |
| 76  | .630 |
| 77  | .700 |
| 78  | .700 |
| 79  | .670 |
| 80  | .700 |
| 81  | .700 |
| 82  | .670 |
| 83  | .670 |
| 84  | .700 |
| 85  | .700 |
| 86  | .670 |
| 87  | .700 |
| 88  | .700 |
| 89  | .670 |
| 90  | .700 |
| 91  | .700 |
| 92  | .700 |
| 93  | .700 |
| 94  | .670 |
| 95  | .700 |
| 96  | .700 |
| 97  | .670 |
| 98  | .670 |
| 99  | .700 |
| 100 | .700 |
| 101 | .600 |
| 102 | .630 |
| 103 | .560 |
| 104 | .630 |
| 105 | .700 |
| 106 | .700 |
| 107 | .630 |
| 108 | .700 |
| 109 | .700 |
| 110 | .700 |
| 111 | .670 |
| 112 | .700 |
| 113 | .700 |
| 114 | .670 |
| 115 | .700 |
| 116 | .700 |
| 117 | .670 |
| 118 | .700 |
| 119 | .700 |
| 120 | .670 |
| 121 | .700 |
| 122 | .700 |
| 123 | .670 |
| 124 | .700 |
| 125 | .700 |
| 126 | .670 |
| 127 | .600 |
| 128 | .630 |
| 129 | .560 |
| 130 | .630 |
| 131 | .700 |
| 132 | .700 |
| 133 | .670 |
| 134 | .700 |

|     |      |
|-----|------|
| 135 |      |
| 136 | .700 |
| 137 | .670 |
| 138 | .670 |
| 139 | .700 |
| 140 | .700 |
| 141 | .600 |
| 142 | .630 |
| 143 | .560 |
| 144 | .630 |
| 145 | .600 |
| 146 | .630 |
| 147 | .560 |
| 148 | .630 |
| 149 | .600 |
| 150 | .630 |
| 151 | .560 |
|     | .630 |

3. First Amended Sheets 1, 2, 2A, 3A, 4A, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede originally recorded Sheets 1, 2, 2A, 3A, 4A, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 20, 21, 22 and 23 of the Condominium Subdivision Plan of King's Cove, and the originally recorded Sheets 1, 2, 2A, 3A, 4A, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 20, 21, 22 and 23 shall be of no further force or effect. The legal description of the condominium premises contained on said First Amended Sheet 1 of the Condominium Subdivision Plan shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed.

4. Sheets 2B, 3B, 4B, 27, 28, 29, 30, 31, 32, 33 and 34 of the Condominium Subdivision Plan of King's Cove as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, supplement and be incorporated in the Condominium Subdivision Plan of King's Cove, as originally recorded.

5. First Amended Article IV-A of said Master Deed of King's Cove as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Article IV-A of the Master Deed as originally recorded, and the originally recorded Article IV-A shall be of no further force or effect.

#### FIRST AMENDED ARTICLE IV-A OF THE MASTER DEED OF KING'S COVE

##### ARTICLE IV

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

##### A. The general common elements are:

- (1) The land described on page one hereof, including driveways, roads, sidewalks and unassigned parking spaces;
- (2) The electrical wiring network throughout the project, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit;
- (3) The gas line network throughout the project, including that contained within unit walls, up to the point of connection with gas fixtures within any unit;
- (4) The telephone wiring network throughout the project;
- (5) The plumbing network throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;

(6) The water distribution system, sanitary sewer system and storm drainage system throughout the project;

(7) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys;

(8) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of an apartment, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

In all other respects, other than as hereinabove indicated, the original Master Deed of King's Cove, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibit "A" and "B," recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

MULTIPLEX CORPORATION, a  
Michigan corporation

/s/ John G. Daichendt  
John G. Daichendt

By: /s/ L. David Kellett  
L. David Kellett

/s/ Susan L. Himmler  
Susan L. Himmler

Its: President

STATE OF MICHIGAN     )  
                              )     SS.  
COUNTY OF OAKLAND    )

The foregoing First Amendment to Master Deed of King's Cove was acknowledged before me this 14th day of May, 1974, by L. David Kellett the President of Multiplex Corporation, a Michigan corporation, on behalf of the corporation.

/s/ Laura L. Laszko  
Laura L. Laszko  
Notary Public, Oakland County, Michigan  
My Commission Expires: January 17, 1977

FIRST AMENDMENT TO MASTER DEED DRAFTED BY:  
Robert L. Nelson of  
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG  
2700 City National Bank Building  
Detroit, Michigan 48226  
WHEN RECORDED, RETURN TO DRAFTER.



MR. BLATT.

334-6203 MC

Securities Division  
Corporation & Securities Bureau  
3511 Enterprise Drive  
Lansing, Michigan 48913

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

334-6302

Securities Division  
(517) 373-0465  
Corporation Division  
(517) 373-0466  
Condominium Section  
(517) 373-3026

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

Recorded in Liber 6290,  
Page 844,  
Oakland County Records,  
on May 14, 1974

ORDER

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

In re: Application of MultiPlex Corporation, 4091 ShoreCrest Dr., W.  
Bloomfield, Michigan, Developer, for a Certificate of Approval of  
Amended Master Deed for KINGS COVE CONDOMINIUM FIRST AMENDMENT,  
Avon Township, Michigan. (our file #72-169-A)

1. Application having been duly made and examined,
2. A Certificate of Approval of the Amended Master Deed for  
the above condominium is hereby given to the Developer,  
pursuant to Act 229, Public Acts of 1963, as amended, subject  
to the following conditions:
  - a. That all existing and future co-owners in the above  
condominium be supplied with copies of the Amended Master  
Deed.
  - b. That this order be recorded with the County Register of  
Deeds at the same time as the Amended Master Deed itself  
is so recorded.
  - c. That the Master Deed shall not be recorded without a  
certification by the Treasurer collecting same that all  
property taxes and special assessments which have become  
a lien on the property involved in the project have been  
paid in full.
  - d. When construction has been completed the developer shall  
amend the Master Deed by filing "as built" plans.
3. This Certificate of Approval of the Amended Master Deed becomes  
effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By

Hugh H. Makens, Director  
Corporation & Securities Bureau

Dated: April 11, 1974  
Lansing, Michigan



Securities Division  
Corporation & Securities Bureau  
5611 Enterprise Drive  
Lansing, Michigan 48913

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division  
(517) 373-0445  
Corporation Division  
(517) 373-0498  
Condominium Section  
(517) 373-8228

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

O R D E R

CONDITIONAL PERMIT TO SELL

In re: Application of MultiPlex Corporation, 4091 ShoreCrest Dr., W. Bloomfield, Michigan, Developer, for a Conditional Permit to Sell order for KINGS COVE CONDOMINIUM FIRST AMENDMENT, Avon Township, Michigan. (our file #72-169-A)

1. Application having been duly made and examined, and
2. A Certificate of Approval of Amended Master Deed having been entered on April 11, 1974, and recorded on May 14, 1974, in Liber #6290, page 844, and the Master Deed having been recorded on May 14, 1974, in Liber #6290, pages 845 through 880 in the records of the Oakland County Register of Deeds.
3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
  - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
  - (c) That no unit be conveyed until an occupancy permit has been received.
  - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
  - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
4. This Conditional Permit to Sell becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.



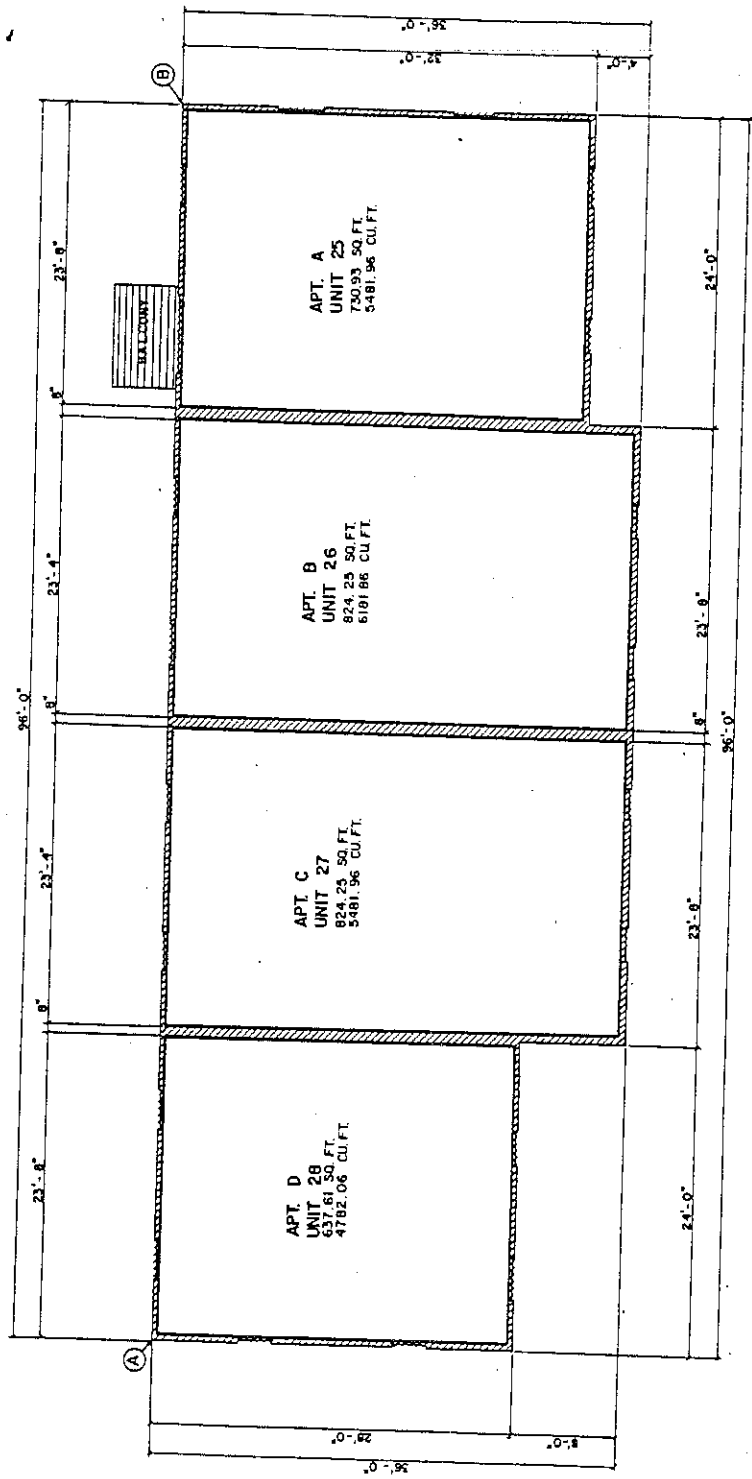
Dated: May 14, 1974  
Lansing, Michigan

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By

Hugh H. Makens, Director  
Corporation & Securities Bureau

|   |           |   |       |       |                 |      |         |                 |
|---|-----------|---|-------|-------|-----------------|------|---------|-----------------|
| 1 | BLDG. NO. | 8 | POINT | NORTH | 4384 57 1976 23 | EAST | BEARING | TO B            |
|   |           |   |       |       |                 |      |         | FROM A          |
|   |           |   |       |       |                 |      |         | N 25° 04' 00" E |

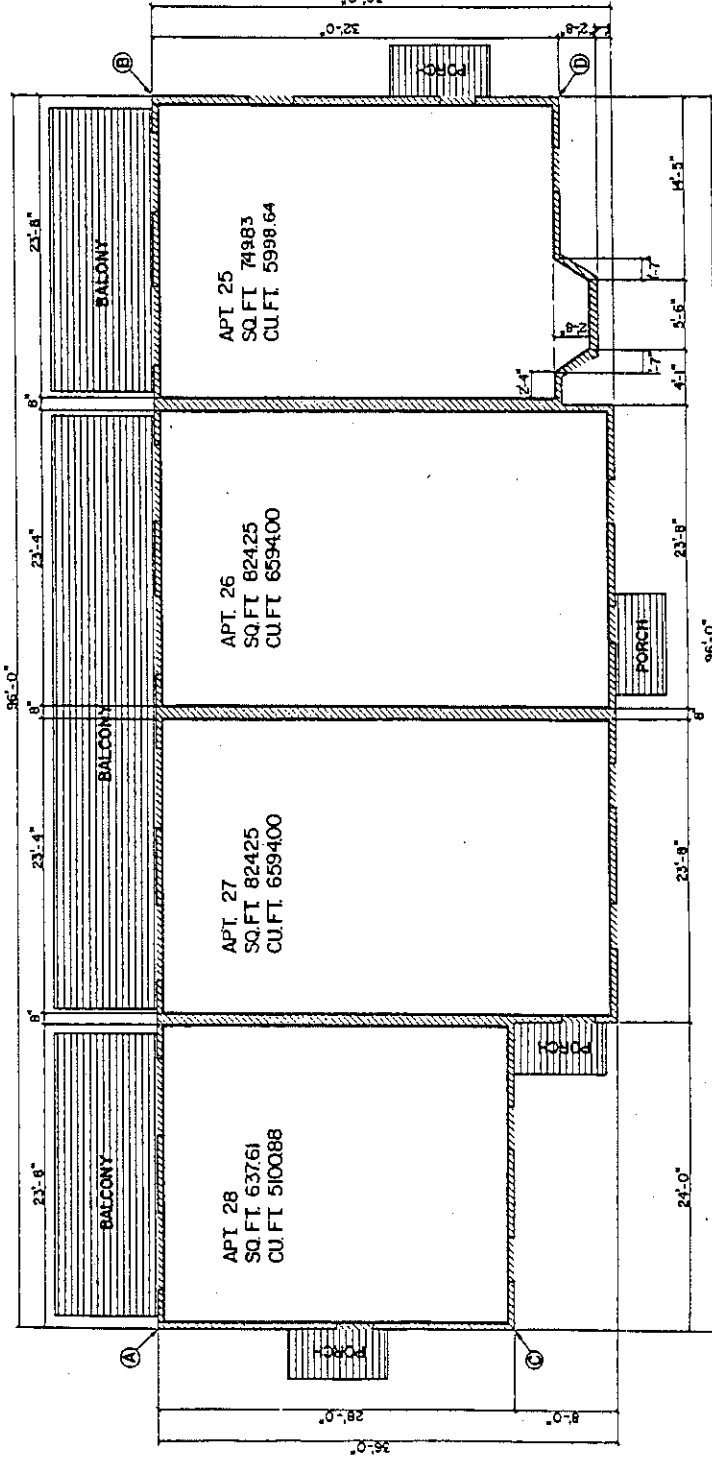


SECOND FLOOR PLAN FOR BLDG 14

|                                |                 |
|--------------------------------|-----------------|
| SECOND FLOOR PLAN FOR BLDG. 14 |                 |
| 1                              | BLDG. NO.       |
| 2                              | POINT           |
| 3                              | NORTH           |
| 4                              | EAST            |
| 5                              | BEARING         |
| 6                              | TO B            |
| 7                              | FROM A          |
| 8                              | N 25° 04' 00" E |

BARRETT & SMITH, INC.  
 1727 1/2  
 1727 1/2  
 1727 1/2  
 1727 1/2

|         |        |        |                 |
|---------|--------|--------|-----------------|
| B       | 439457 | 197823 | N. 25° 0' 02" W |
| POINT   |        |        |                 |
| NORTH   |        |        |                 |
| EAST    |        |        |                 |
| BEARING |        |        |                 |
| FROM    |        |        |                 |
| ②       |        |        |                 |



# FIRST FLOOR PLAN

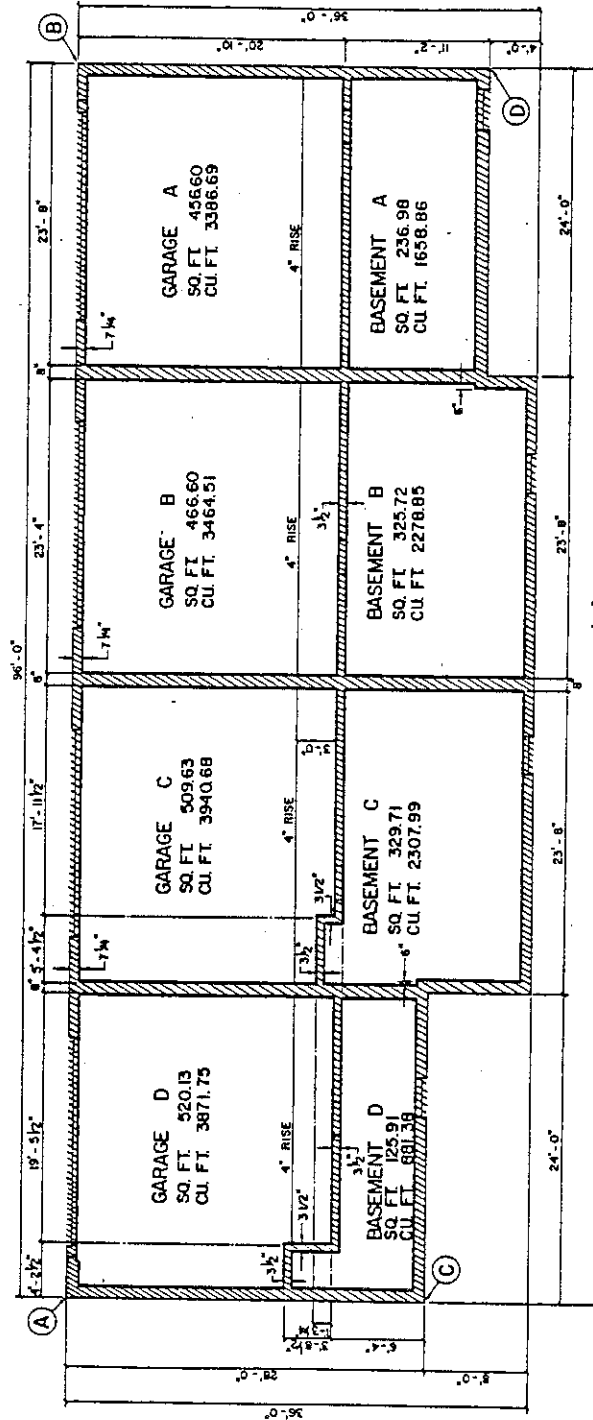
KINGS COVE

FIRST FLOOR PLAN  
FOR BLDG 14

|         |              |             |                      |
|---------|--------------|-------------|----------------------|
| DATE    | 2/27/78      | BY          | BAILEY & SMITH, INC. |
| SCALE   | 1/8" = 1'-0" | CHECKED     | BAILEY & SMITH, INC. |
| PROJECT | BLDG 14      | DESIGNED    | BAILEY & SMITH, INC. |
| OWNER   | BLDG 14      | CONSTRUCTED | BAILEY & SMITH, INC. |

| BLDG NO. | POINT | NORTH   | EAST    | BEARING         | TO (B) |
|----------|-------|---------|---------|-----------------|--------|
| 14       | 1     | 4384.57 | 1978.23 | N 26° 00' 02" W |        |

| UNIT     | A  | B  | C  | D  |
|----------|----|----|----|----|
| BLDG NO. | 23 | 24 | 27 | 28 |



INDICATES UNIT LIMITS.

NOTE: ALL EXTERIOR WALLS ARE 10\"/>

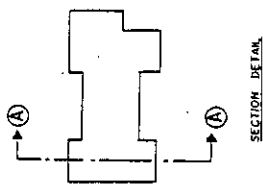
UNLESS OTHERWISE SPECIFIED.  
 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

# TYPICAL LOWER LEVEL PLAN

KING'S COVE

LOWER LEVEL PLAN  
 BUILDING 14

|          |                       |
|----------|-----------------------|
| DATE     | 2-22-75               |
| BY       | BARRETT & SMITH, INC. |
| CHECKED  | BARRETT & SMITH, INC. |
| APPROVED | BARRETT & SMITH, INC. |



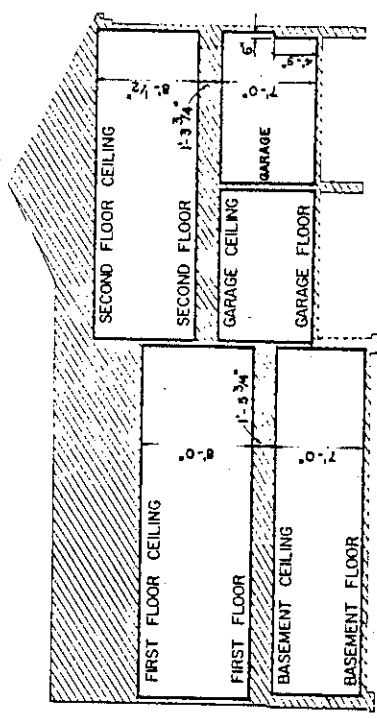
SECTION DETAIL

TABLE OF USC B.G.S. ELEV

| ON | BLOC NO | FIRST FLOOR ELEVATION |
|----|---------|-----------------------|
| 7  | 80333   | 0                     |
| 11 | 80333   | 1                     |
| 19 | 80233   | 2                     |
| 21 | 79883   | 3                     |
| 28 | 79803   | 4                     |

GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

INDICATES UNIT LIMITS

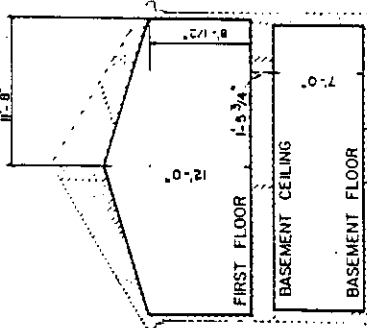
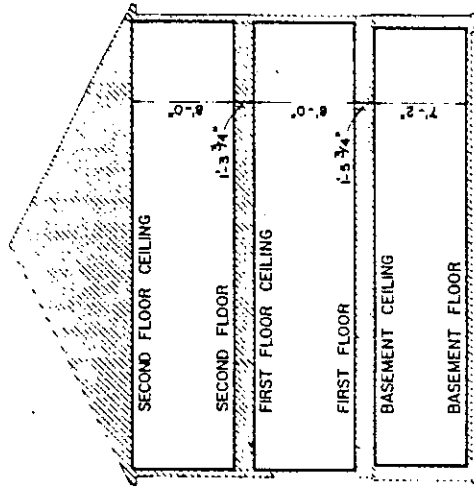


SECTION A - A

KING'S COVE

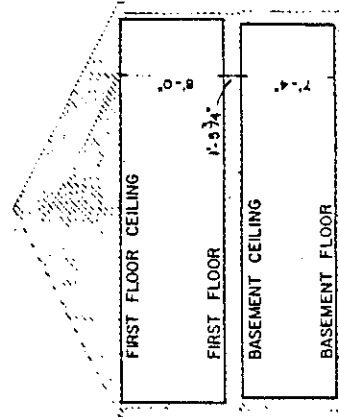
LONGITUDINAL SECTION  
BLDG'S- 7, 11, 19, 21, 28

|             |                      |
|-------------|----------------------|
| DESIGNED BY | BLANCK & SMITH, INC. |
| DRAWN BY    | BLANCK & SMITH, INC. |
| CHECKED BY  | BLANCK & SMITH, INC. |
| DATE        | 11-11-67             |

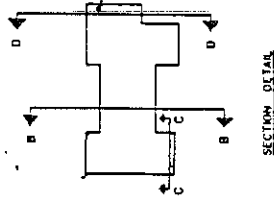


SECTION C-C

SECTION B-B



SECTION D-D



SECTION DETAIL

TABLE OF ELEVATIONS

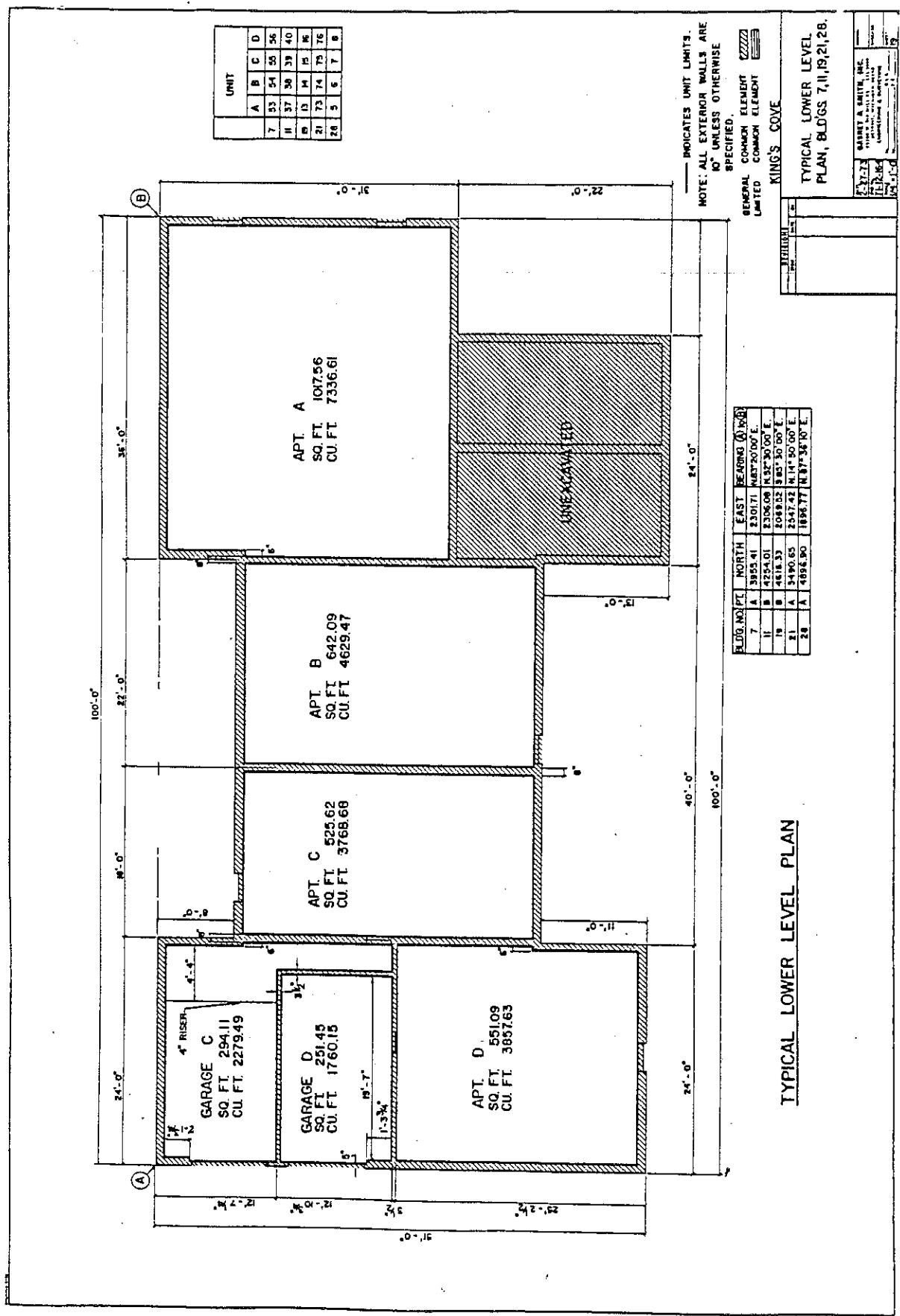
| BLDG. | 1st FLOOR |
|-------|-----------|
| 7     | 801.33    |
| 11    | 803.33    |
| 19    | 802.33    |
| 21    | 798.83    |
| 28    | 798.03    |

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
UNIT LIMITS

KING'S COVE

CROSS SECTIONS OF  
BLDGs. 7, 11, 19, 21, 28

|         |         |         |         |
|---------|---------|---------|---------|
| 2-27-75 | 2-27-75 | 2-27-75 | 2-27-75 |
| 7/12/84 | 7/12/84 | 7/12/84 | 7/12/84 |
| 7/12/84 | 7/12/84 | 7/12/84 | 7/12/84 |
| 7/12/84 | 7/12/84 | 7/12/84 | 7/12/84 |



| UNIT |    |    |    |    |
|------|----|----|----|----|
| A    | B  | C  | D  |    |
| 7    | 53 | 54 | 55 | 56 |
| 11   | 37 | 39 | 39 | 40 |
| 19   | 13 | 14 | 15 | 16 |
| 21   | 73 | 74 | 75 | 76 |
| 28   | 5  | 6  | 7  | 8  |

| BLDG. NO. | FL. | NORTH   | EAST    | BEARING         | AREA   |
|-----------|-----|---------|---------|-----------------|--------|
| 7         | A   | 3855.41 | 3301.71 | N 47° 20' 00" E | 107.56 |
| 11        | B   | 2254.01 | 3306.08 | N 47° 20' 00" E | 642.09 |
| 19        | C   | 4118.31 | 3089.25 | N 47° 20' 00" E | 525.62 |
| 21        | A   | 3490.65 | 3547.42 | N 47° 20' 00" E | 551.09 |
| 28        | A   | 4092.90 | 1895.77 | N 87° 36' 10" E | 251.45 |

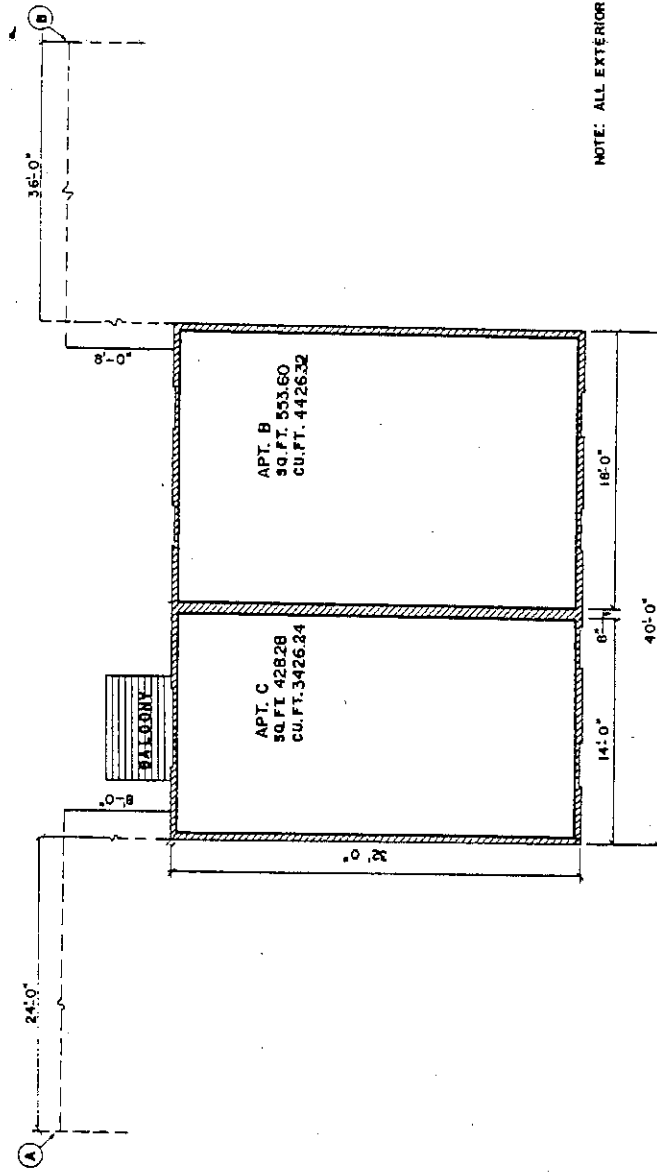
SEBASTIAN A. SMITH, INC.  
 1000 N. 10TH ST., SUITE 100  
 DENVER, CO 80202  
 (303) 733-1111  
 ARCHITECT & ENGINEER

TYPICAL LOWER LEVEL PLAN



| BLDG. NO. | POINT | NORTH    | EAST    | BEARING FROM (A) TO (B) |
|-----------|-------|----------|---------|-------------------------|
| 7         | A     | 2955.41  | 230.71  | N 63° 20' 00" E         |
| 11        | B     | 4254.01  | 2306.08 | N 57° 30' 00" E         |
| 19        | B     | 4666.33  | 2069.92 | S 85° 30' 00" E         |
| 21        | A     | 9490.653 | 2947.42 | N 14° 50' 00" E         |
| 28        | A     | 4696.90  | 1896.77 | N 87° 36' 00" E         |

| NO. | UNIT     |
|-----|----------|
| 6   | A B C D  |
| 7   | 53545556 |
| 11  | 37383940 |
| 19  | 13141516 |
| 21  | 73747576 |
| 28  | 5678     |



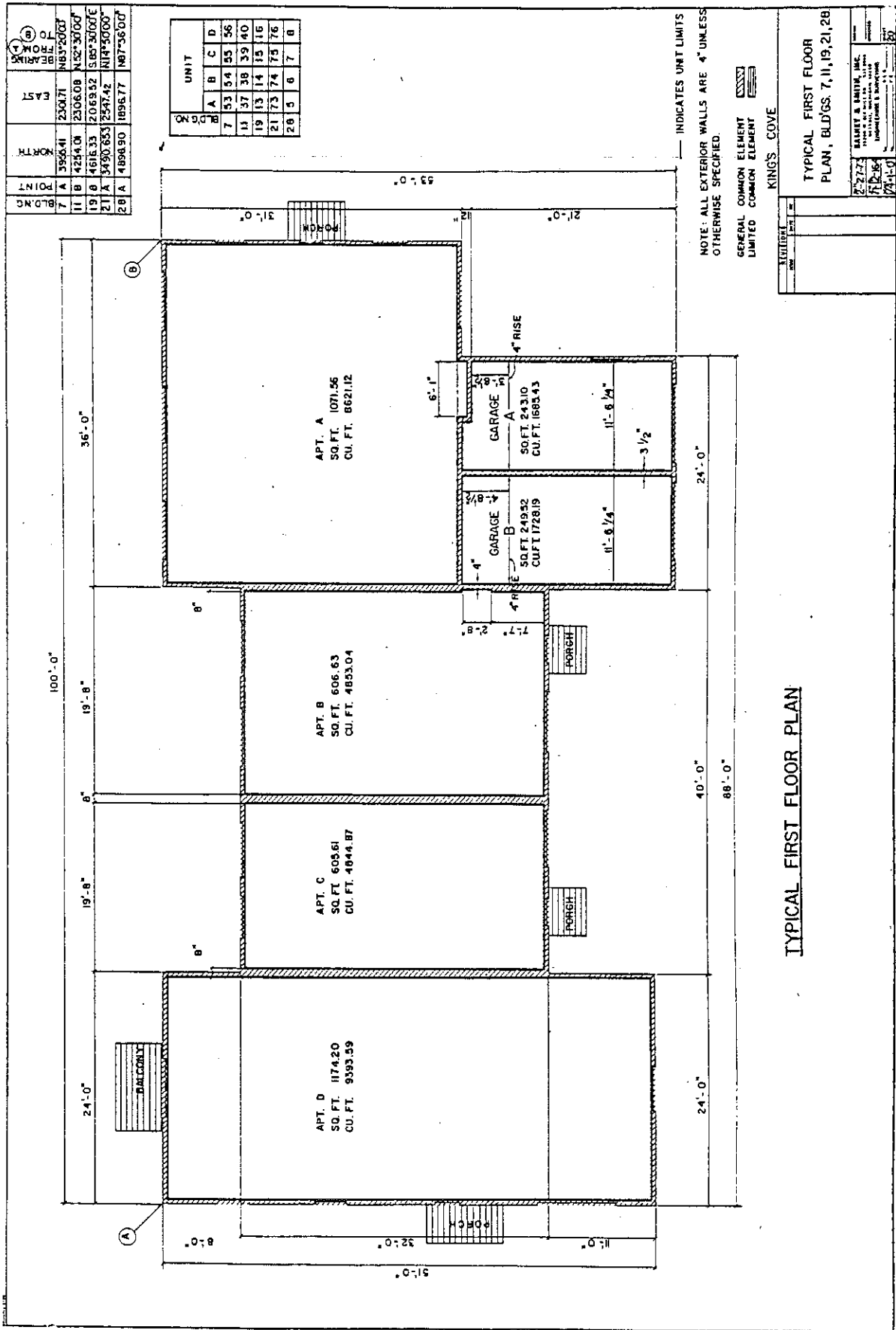
NOTE: ALL EXTERIOR WALLS ARE 4"

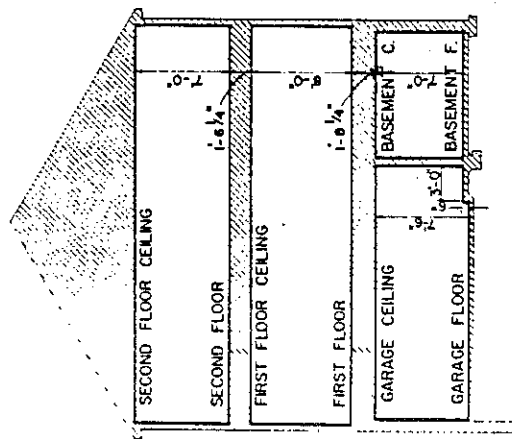
— INDICATES UNIT LIMITS

GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

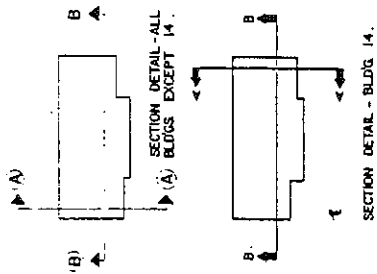
# TYPICAL SECOND FLOOR PLAN

|   |         |
|---|---------|
| KING'S COVE                                 |         |
| TYPICAL SECOND FLOOR                        |         |
| PLAN, BLDGS 7, 11, 19, 21, 28.              |         |
| DATE  | 1/18/84 |
| BY  | 7/23/84 |
| CHECKED                                     | 7/23/84 |
| APPROVED                                    | 7/23/84 |
| BARNETT & LEWIS, INC.                       |         |
| 1111 N. 1st St., Suite 100, Tampa, FL 33604 |         |
| COMMERCIAL & RESIDENTIAL                    |         |





SECTION A-A



U.S.C. D.G.S. DATUM  
TABLE OF ELEVATION

| BLDG NO | FIRST FL | ELEVATION |
|---------|----------|-----------|
| 1       | 802.63   |           |
| 6       | 802.63   |           |
| 8       | 803.63   |           |
| 10      | 804.23   |           |
| 12      | 807.63   |           |
| 14      | 807.63   |           |
| 16      | 800.93   |           |
| 18      | 799.63   |           |
| 23      | 800.13   |           |
| 25      | 802.13   |           |

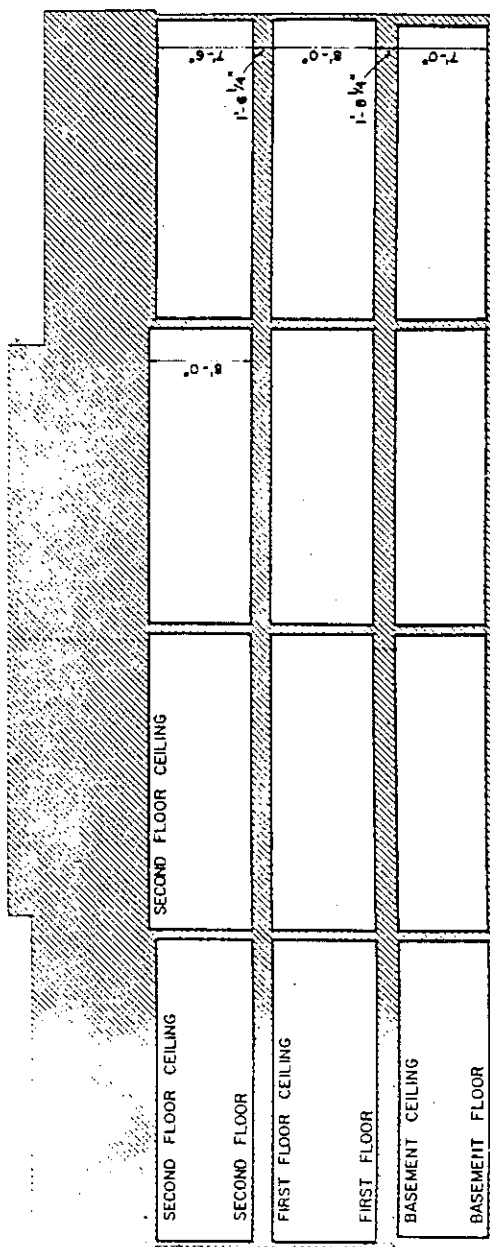
INDICATES UNIT LIMITS  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

KING'S COVE

SECTIONS FOR BLDGS.

"4" "6" "8" "10" "12" "14"  
"16" "18" "20" "22" "24"

RAINEY & SMITH, INC.  
112-84  
112-84  
112-84

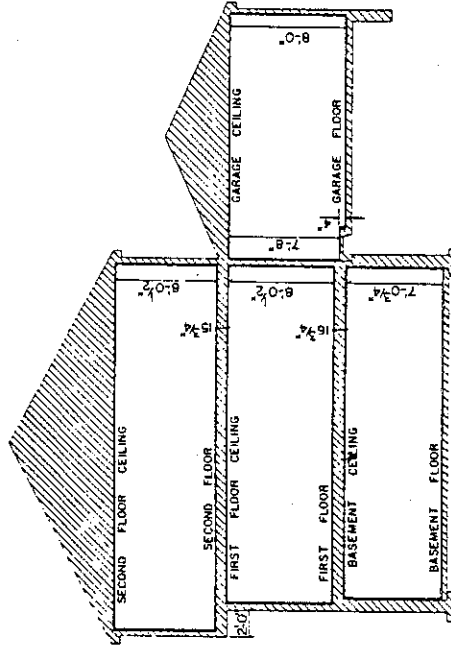
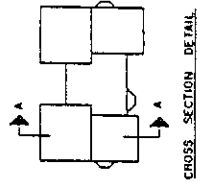


SECTION B-B



TABLE OF U.S.C.B.G.S. ELEVATIONS

| B.L.G. NO. | ELEVATION |
|------------|-----------|
| 5          | 804.85    |
| 15         | 804.33    |
| 17         | 803.33    |
| 20         | 796.63    |
| 22         | 800.33    |
| 24         | 800.33    |
| 27         | 800.33    |
| 28         | 796.63    |

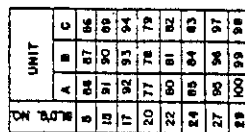


CROSS SECTION A-A

INDICATES UNIT LIMITS  
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

KING'S COVE

|  |                      |
|--|----------------------|
| CROSS SECTION A-A<br>FOR BLDGS.-5, 15, 24, 29,<br>17, 20, 22, 27 |                      |
| 22775  | BAHNEY & BROWN, INC. |
| 1112 84  | 1000 1000 1000       |
| 1/4" = 1'-0"   | 12                   |



NOTE ALL WALLS 4" UNLESS OTHERWISE NOTED.

NOTED:  
— INDICATES UNIT LIMITS

| GENERAL   | COMMON                                 | ELEMENT               | 2010 |
|---|--|-----------------------|------|
| LIMITED <td>COMMON <td>ELEMENT <td>2010</td> </td></td> | COMMON <td>ELEMENT <td>2010</td> </td> | ELEMENT <td>2010</td> | 2010 |

KING'S COVE

FIRST FLOOR PLAN  
BLDG'S.-5,15,24,29,  
17,20,22,27.

27-73  
 1-12-15  
 24-1-0

HARMER & SMITH, INC.  
 4700 W. 11th St. N. S.W.  
 Seattle, Washington  
 Industrial Building & Maintenance

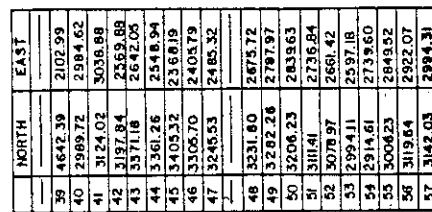
FIRST FLOOR PLAN

| BLK. NO | POINT | NORTH   | EAST    | BEARING         | FROM    | TO      |
|---------|-------|---------|---------|-----------------|---------|---------|
| 5       | 5     | 3774.47 | 2386.55 | N 35° 40' 00" E | 4000' W | 4000' W |
| 6       | 6     | 4421.70 | 2131.50 | N 35° 40' 00" E | 4000' W | 4000' W |
| 17      | 17    | 4438.28 | 2024.31 | N 82° 10' 00" E | 4000' W | 4000' W |
| 20      | 20    | 3431.75 | 2648.13 | N 14° 40' 00" E | 4000' W | 4000' W |
| 22      | 22    | 3053.76 | 2717.64 | N 10° 10' 00" E | 4000' W | 4000' W |
| 24      | 24    | 3699.68 | 2395.09 | N 55° 40' 00" E | 4000' W | 4000' W |
| 27      | 27    | 4673.74 | 2028.30 | N 56° 10' 00" E | 4000' W | 4000' W |
| 28      | 28    | 4490.08 | 1922.40 | N 58° 10' 00" E | 4000' W | 4000' W |

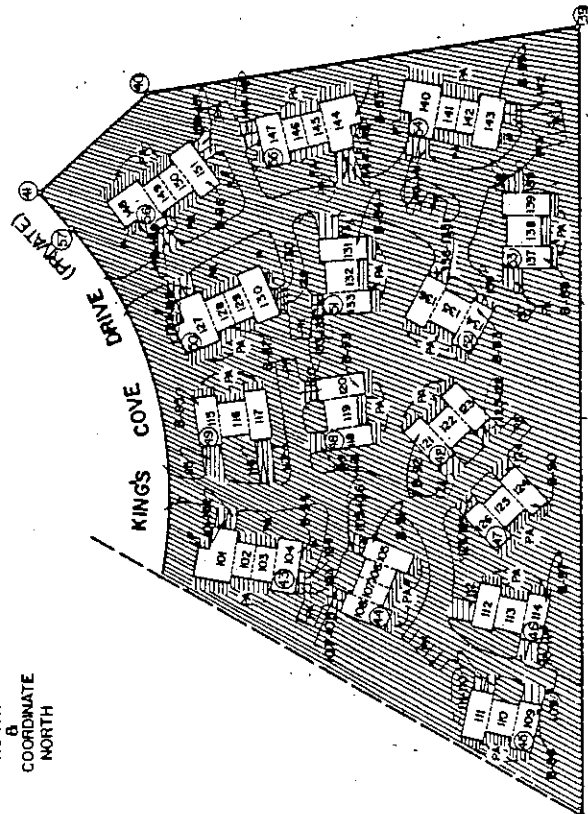
| BLDG NO. | POINT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 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 | 1222 | 1223 | 1224 | 1225 | 1226 | 1227 | 1228 | 1229 | 1230 | 1231 | 1232 | 1233 | 1234 | 1235 | 1236 | 1237 | 1238 | 1239 | 1240 | 1241 | 1242 | 1243 | 1244 | 1245 | 1246 | 1247 | 1248 | 1249 | 1250 | 1251 | 1252 | 1253 | 1254 | 1255 | 1256 | 1257 | 1258 | 1259 | 1260 | 1261 | 1262 | 1263 | 1264 | 1265 | 1266 | 1267 | 1268 | 1269 | 1270 | 1271 | 1272 | 1273 | 1274 | 1275 | 1276 | 1277 | 1278 | 1279 | 1280 | 1281 | 1282 | 1283 | 1284 | 1285 | 1286 | 1287 | 1288 | 1289 | 1290 | 1291 | 1292 | 1293 | 1294 | 1295 | 1296 | 1297 | 1298 | 1299 | 1300 | 1301 | 1302 | 1303 | 1304 | 1305 | 1306 | 1307 | 1308 | 1309 | 1310 | 1311 | 1312 | 1313 | 1314 | 1315 | 1316 | 1317 | 1318 | 1319 | 1320 | 1321 | 1322 | 1323 | 1324 | 1325 | 1326 | 1327 | 1328 | 1329 | 1330 | 1331 | 1332 | 1333 | 1334 | 1335 | 1336 | 1337 | 1338 | 1339 | 1340 | 1341 | 1342 | 1343 | 1344 | 1345 | 1346 | 1347 | 1348 | 1349 | 1350 | 1351 | 1352 | 1353 | 1354 | 1355 | 1356 | 1357 | 1358 | 1359 | 1360 | 1361 | 1362 | 1363 | 1364 | 1365 | 1366 | 1367 | 1368 | 1369 | 1370 | 1371 | 1372 | 1373 | 1374 | 1375 | 1376 | 1377 | 1378 | 1379 | 1380 | 1381 | 1382 | 1383 | 1384 | 1385 | 1386 | 1387 | 1388 | 1389 | 1390 | 1391 | 1392 | 1393 | 1394 | 1395 | 1396 | 1397 | 1398 | 1399 | 1400 | 1401 | 1402 | 1403 | 1404 | 1405 | 1406 | 1407 | 1408 | 1409 | 1410 | 1411 | 1412 | 1413 | 1414 | 1415 | 1416 | 1417 | 1418 | 1419 | 1420 | 1421 | 1422 | 1423 | 1424 | 1425 | 1426 | 1427 | 1428 | 1429 | 1430 | 1431 | 1432 | 1433 | 1434 | 1435 | 1436 | 1437 | 1438 | 1439 | 1440 | 1441 | 1442 | 1443 | 1444 | 1445 | 1446 | 1447 | 1448 | 1449 | 1450 | 1451 | 1452 | 1453 | 1454 | 1455 | 1456 | 1457 | 1458 | 1459 | 1460 | 1461 | 1462 | 1463 | 1464 | 1465 | 1466 | 1467 | 1468 | 1469 | 1470 | 1471 | 1472 | 1473 | 1474 | 1475 | 1476 | 1477 | 1478 | 1479 | 1480 | 1481 | 1482 | 1483 | 1484 | 1485 | 1486 | 1487 | 1488 | 1489 | 1490 | 1491 | 1492 | 1493 | 1494</ |
|----------|-------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|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|----------|-------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|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P - INDICATES PORCH  
B - INDICATES BUILDING.  
PK - INDICATES PARKING.  
PA - INDICATES PATIO.

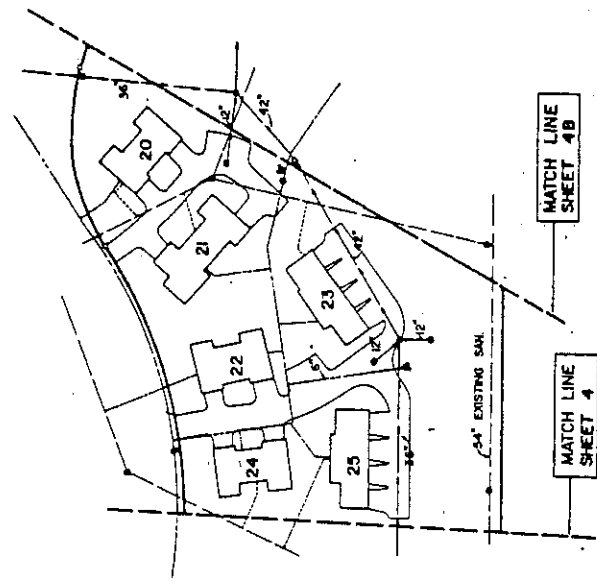
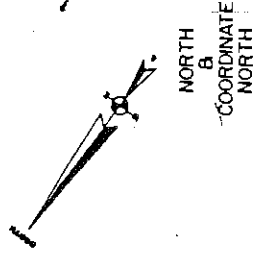


**MATCH LINE**  
**SEE SHEET NO. 32**

KING'S COVE

SITE PLAN CONT.

4531  
 71° 50'  
 27° 12' 46"  
 19-73  
 DANCEY & SONS, INC.  
 Producing a new design!  
 Patent 2,711,111  
 11



MATCH LINE  
SHEET 4B

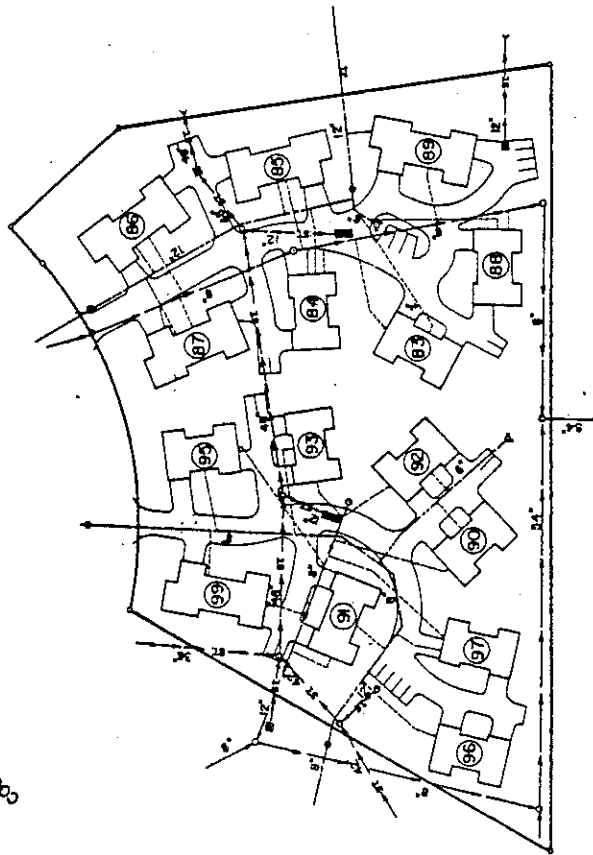
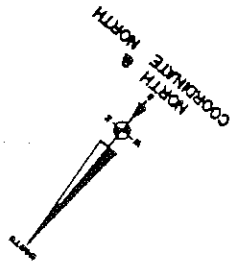
MATCH LINE  
SHEET 4

NOTE: FOR PIPE SIZES, LEGEND AND OTHER  
UTILITY INFORMATION, TURN TO SHEET  
4B.

1 (0) INDICATES STEEL BAR

KING'S COVE

| TITLE |                                   | DATE |       |
|-------|-----------------------------------|------|-------|
| NO.   | DESCRIPTION                       | BY   | CHKD. |
| 1     | UTILITY PLAN                      |      |       |
| 2     | CONTINUED                         |      |       |
| 3     | MADEY & SMITH, INC.               |      |       |
| 4     | 1100 S. 10th St., St. Paul, Minn. |      |       |
| 5     | ENGINEERS & ARCHITECTS            |      |       |
| 6     | 1950                              |      |       |



NOTE:  
ALL WATER LEADS ARE 1/2"  
EXCEPT AS SHOWN  
ALL SANITARY LEADS ARE 8"

- MANHOLE
- CATCH BASIN
- WATER VALVE
- WATER STOP
- UTILITY POLE
- WATER METER
- WATER MAIN
- LEADS
- SEWER
- STORM SEWER
- GAS MAIN
- OVERHEAD WIRE
- UNDERGROUND CABLE
- DE
- ME

KINGS COVE

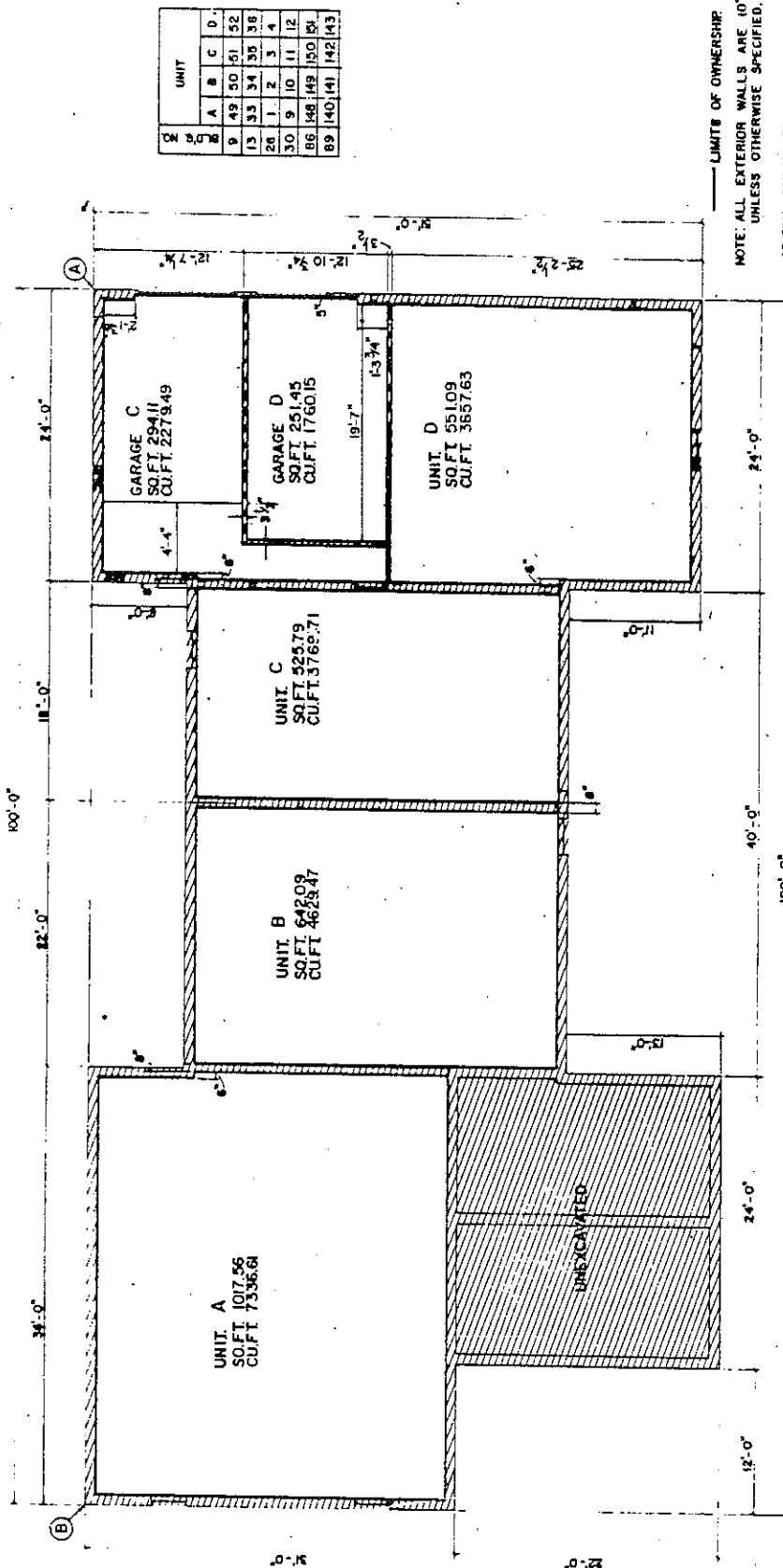
UTILITY  
WATER  
SANITARY SEWER  
STORM SEWER  
GAS  
POWER  
TELEPHONE

BARNES & SMITH  
BARNES & SMITH  
BARNES & SMITH  
WILL BE SHOWN ON  
AS BUILT DRAWINGS

UTILITY PLAN CONT.

|          |             |
|----------|-------------|
| DATE     | 11-22-73    |
| BY       | J. L. SMITH |
| CHECKED  | J. L. SMITH |
| APPROVED | J. L. SMITH |
| SCALE    | 1" = 40'    |
| SHEET    | 48          |

BARNES & SMITH, INC.  
1100 N. 10TH ST., SUITE 100  
DENVER, CO. 80202  
ENGINEERING & SURVEYING



| UNIT | UNIT |     |     |     |
|------|------|-----|-----|-----|
|      | A    | B   | C   | D   |
| 9    | 49   | 50  | 51  | 52  |
| 13   | 33   | 34  | 35  | 36  |
| 28   | 1    | 2   | 3   | 4   |
| 30   | 9    | 10  | 11  | 12  |
| 86   | 148  | 149 | 150 | 151 |
| 89   | 140  | 141 | 142 | 143 |

— LIMITS OF OWNERSHIP  
NOTE: ALL EXTERIOR WALLS ARE 10" UNLESS OTHERWISE SPECIFIED.

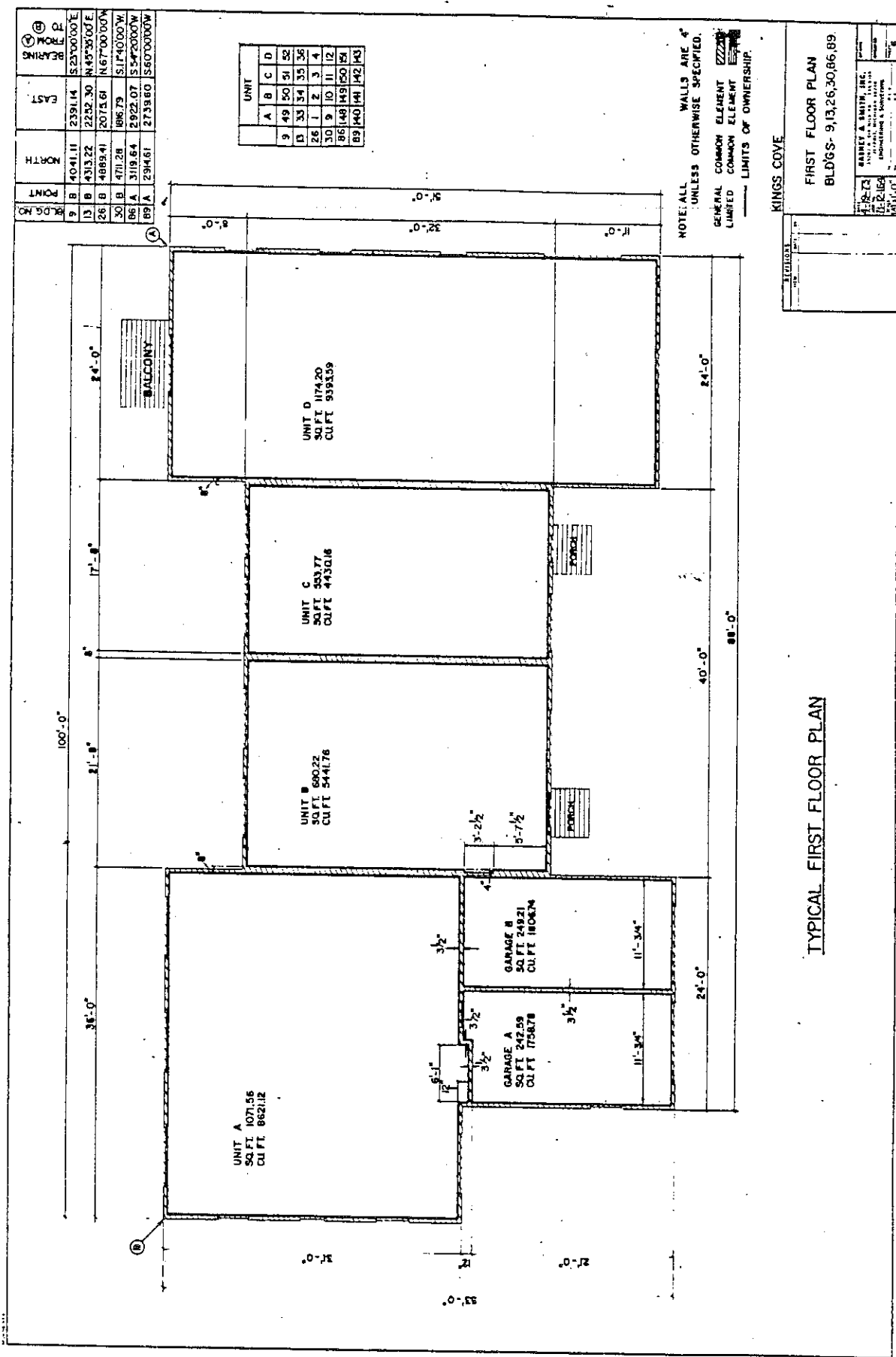
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT

KING'S COVE  
TYPICAL LOWER LEVEL  
PLAN, BLD'GS - 9, 13, 26, 30  
86, 89

| BLOCK | N | E      | S      | EAST | BEARING     | (D) TO (D) |
|-------|---|--------|--------|------|-------------|------------|
| 9     | B | 404.14 | 238.14 | 13   | 23°00'00" E |            |
| 13    | B | 431.32 | 223.30 | 14   | 45°00'00" E |            |
| 26    | B | 486.41 | 207.61 | 15   | 67°00'00" W |            |
| 30    | B | 471.28 | 186.79 | 16   | 31°40'00" W |            |
| 86    | A | 319.64 | 292.07 | 17   | 54°20'00" W |            |
| 89    | A | 294.61 | 273.60 | 18   | 58°00'00" W |            |

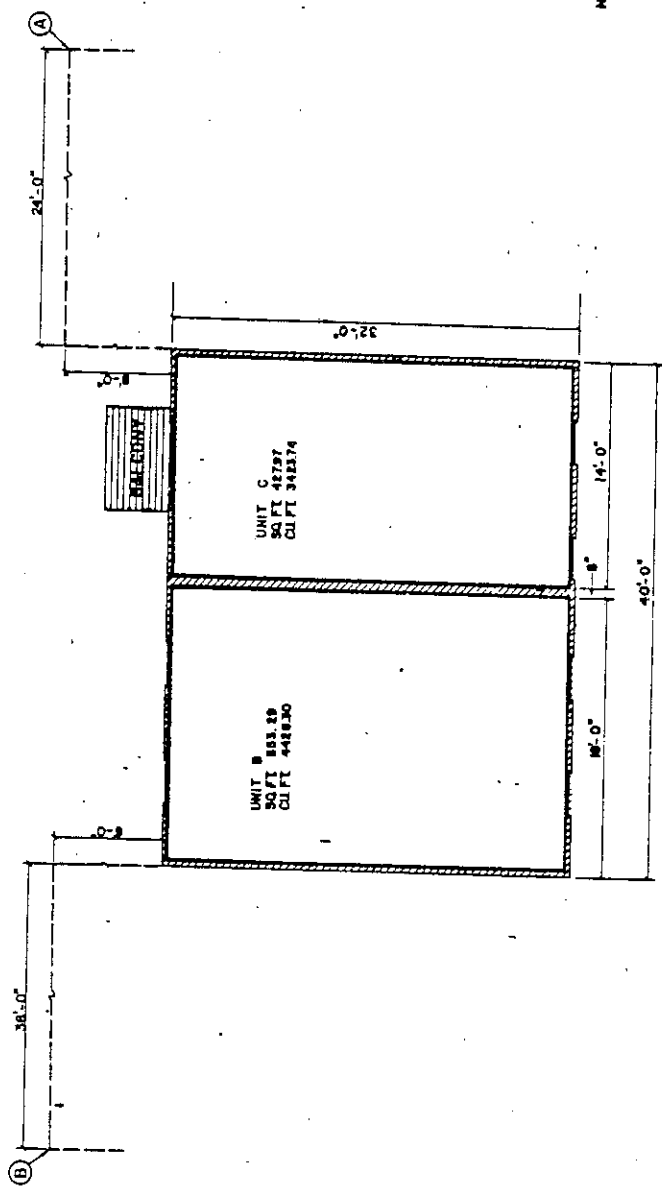
TYPICAL LOWER LEVEL PLAN

|   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| 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 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|



| BLDG. NO. | POINT | NORTH   | EAST    | BEARING    | TO (B) |
|-----------|-------|---------|---------|------------|--------|
| 1         | B     | 4041.1  | 2391.4  | 323°00'00" | 1      |
| 13        | B     | 4333.22 | 2232.30 | 145°35'00" | E      |
| 26        | B     | 4889.41 | 2075.61 | 167°00'00" | W      |
| 30        | B     | 4711.28 | 1816.79 | 511°40'00" | N      |
| 88        | A     | 3195.64 | 2922.07 | 154°20'00" | W      |
| 89        | A     | 2914.81 | 2738.60 | 156°00'00" | W      |

| UNIT |     |     |     |     |
|------|-----|-----|-----|-----|
| A    | B   | C   | D   |     |
| 9    | 49  | 50  | 51  | 52  |
| 13   | 33  | 34  | 35  | 36  |
| 26   | 1   | 2   | 3   | 4   |
| 30   | 9   | 10  | 11  | 12  |
| 88   | 148 | 149 | 150 | 151 |
| 89   | 140 | 141 | 142 | 143 |



NOTE: ALL EXTERIOR WALLS ARE 4"

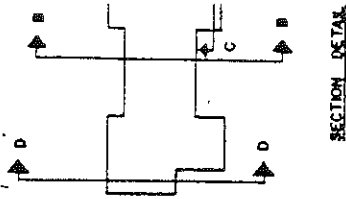
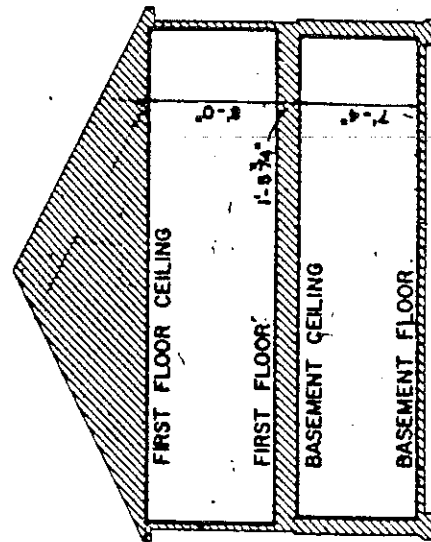
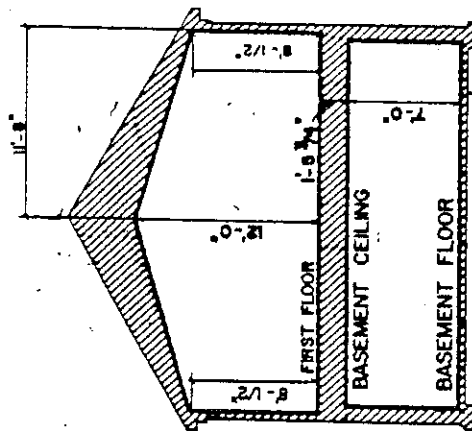
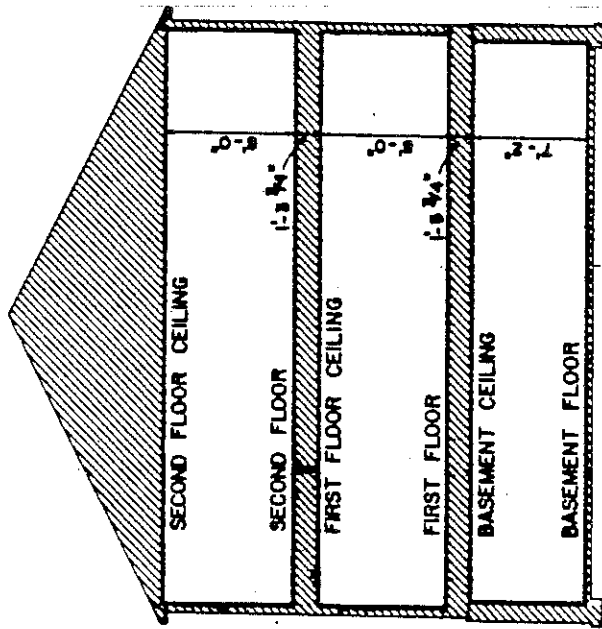
LIMITS OF OWNERSHIP

| GENERAL | COMMON | ELEMENT | LIMITED | COMMON | ELEMENT |
|---------|--------|---------|---------|--------|---------|
|         |        |         |         |        |         |

TYPICAL SECOND FLOOR PLAN

KING'S COVE  
TYPICAL SECOND FLOOR  
PLAN, BLDGS. 8, 13, 26, 30  
88, 89

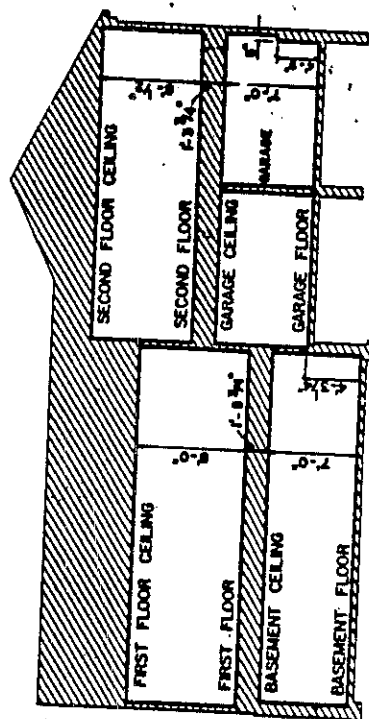
ASBESTOS & LEAD  
TESTING  
BY  
ENVIRONMENTAL  
LABORATORY  
INC.  
1000  
1000



TABLE

| BLT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|-----|---|---|---|---|---|---|---|---|---|----|
|-----|---|---|---|---|---|---|---|---|---|----|

| BLT | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|-----|---|---|---|---|---|---|---|---|---|----|
|-----|---|---|---|---|---|---|---|---|---|----|



## KING'S COVE

LONGITUDINAL SECTION  
OF BUDS, 7.11.19, 21, 28  
66/5794.

**TABLE OF U.S.C. SECTIONS**

|    |        |                       |
|----|--------|-----------------------|
| 24 | 808.50 |                       |
| 27 | 808.50 |                       |
| 28 | 808.50 |                       |
| 21 | 798.82 |                       |
| 19 | 802.33 |                       |
| 11 | 808.33 |                       |
| 7  | 803.33 |                       |
|    |        | FIRST FLOOR ELEVATION |

**GENERAL COMMON ELEMENT LIMITED**

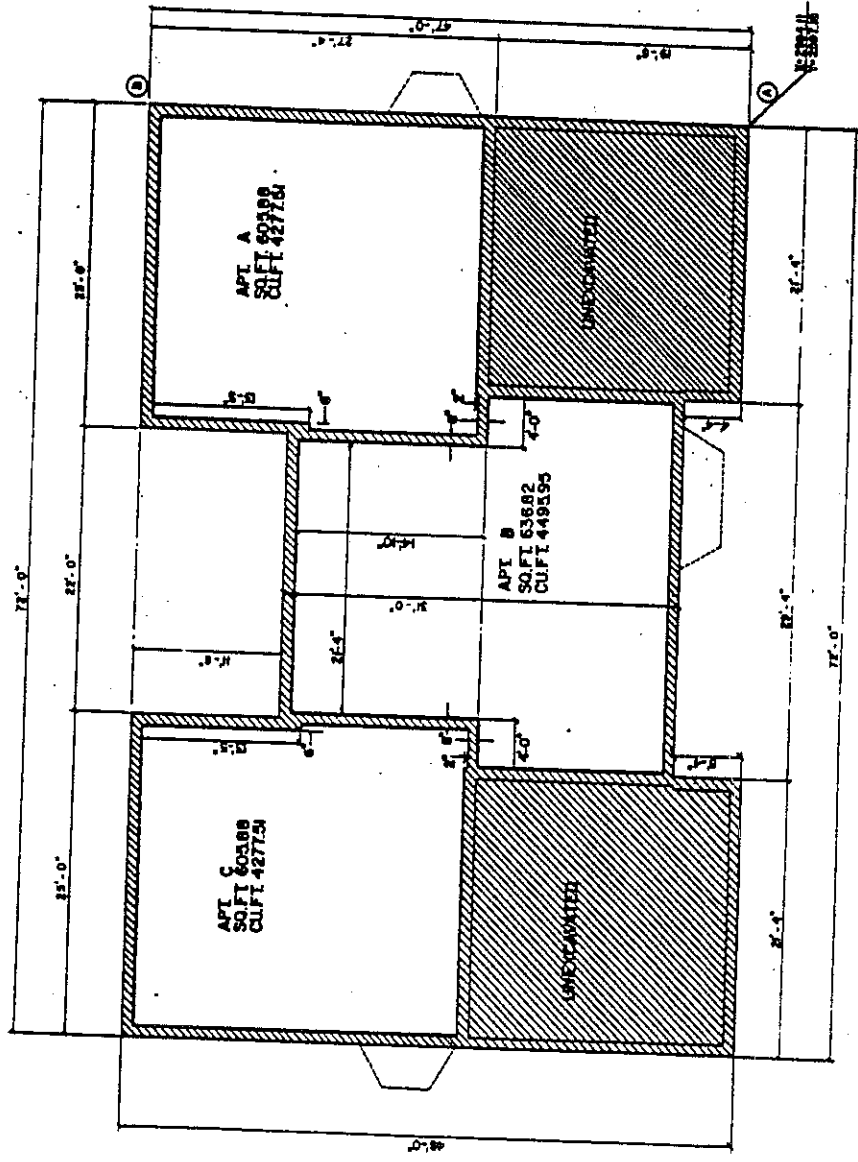
— DIMECANTO DO RUMI —



|         |        |        |        |        |        |
|---------|--------|--------|--------|--------|--------|
| APPROX  | 200000 | 200000 | 200000 | 200000 | 200000 |
| FROM    | 200000 | 200000 | 200000 | 200000 | 200000 |
| TO      | 200000 | 200000 | 200000 | 200000 | 200000 |
| DATE    | 200000 | 200000 | 200000 | 200000 | 200000 |
| BY      | 200000 | 200000 | 200000 | 200000 | 200000 |
| REMARKS | 200000 | 200000 | 200000 | 200000 | 200000 |

| UNIT | A   | B   | C   |
|------|-----|-----|-----|
| NO   | 137 | 138 | 139 |

NOTE: ALL EXTERIOR WALLS NOT  
 — LIMITS OF OWNERSHIP  
 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT



**BASEMENT PLAN**

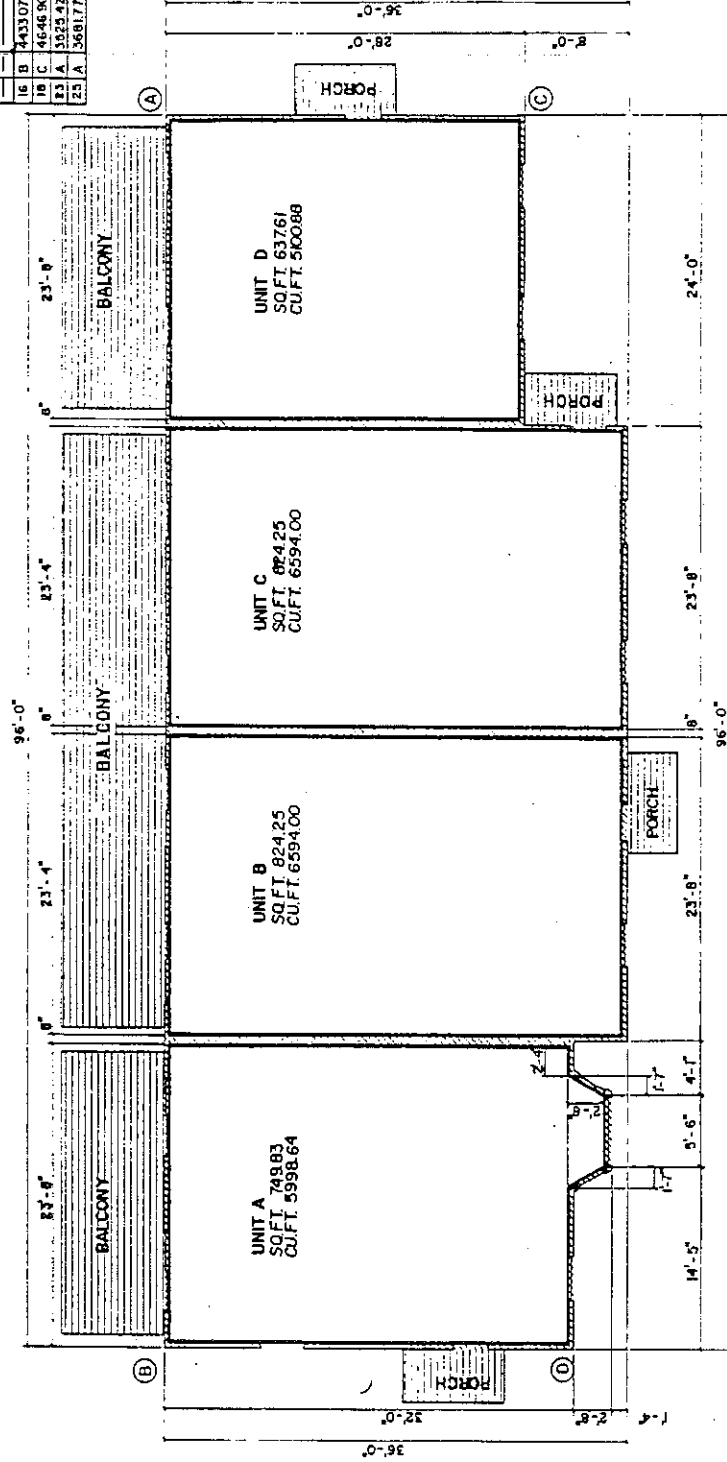
**KING'S COVE**

**BASEMENT PLAN**  
 BLD'G. 68

WALSH & SUTHER, INC.  
 1000 10th Ave. S.W.  
 Atlanta, Georgia 30308  
 404-525-1234

| Bldg. No. | Point | North   | East    | Bearing     | From A |
|-----------|-------|---------|---------|-------------|--------|
| 4         | B     | 3708.38 | 2309.57 | S26°04'02"E |        |
| 6         | A     | 3986.90 | 2208.50 | S26°04'02"E |        |
| 6         | B     | 4022.78 | 2268.75 | N70°30'00"E |        |
| 10        | A     | 4130.95 | 2197.36 | S45°40'00"W |        |
| 12        | D     | 4188.37 | 2107.38 | S26°04'02"E |        |
| 16        | B     | 4433.07 | 1954.50 | S26°04'02"E |        |
| 18        | C     | 4646.90 | 1880.63 | S26°04'02"E |        |
| 23        | A     | 5123.42 | 2399.21 | S81°50'00"E |        |
| 25        | A     | 3681.77 | 2321.10 | S26°04'02"E |        |

| Unit | Unit |    |    |    |
|------|------|----|----|----|
|      | A    | B  | C  | D  |
| 4    | 61   | 62 | 63 | 64 |
| 6    | 57   | 58 | 59 | 60 |
| 8    | 45   | 46 | 47 | 48 |
| 10   | 41   | 42 | 43 | 44 |
| 12   | 29   | 30 | 31 | 32 |
| 16   | 21   | 22 | 23 | 24 |
| 18   | 17   | 18 | 19 | 20 |
| 23   | 69   | 70 | 71 | 72 |
| 25   | 65   | 66 | 67 | 68 |



INDICATES UNIT LIMITS  
NOTE ALL EXTERIOR WALLS ARE 4"

GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

# TYPICAL FIRST FLOOR PLAN

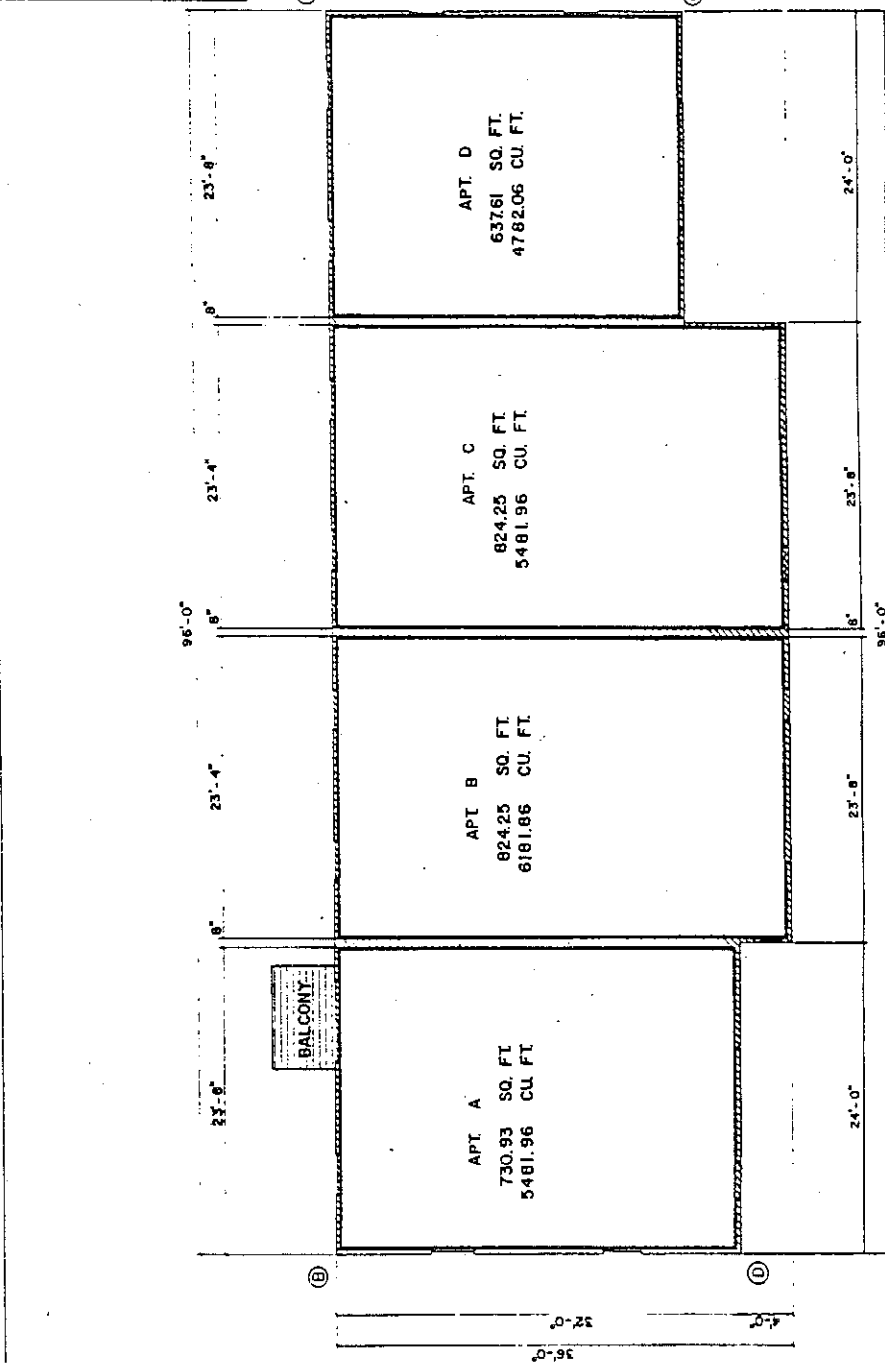
KINGS COVE

TYPICAL FIRST FLOOR  
PLAN BLDGS-4,6,8,10,12,16,  
18,23,25

|         |                     |
|---------|---------------------|
| 2-ZETA  | BLANK & WHITE, INC. |
| 7-12-84 | 1001-101            |

| BLDG. NO. | POINT | NORTH   | EAST    | FROM P. 1       |
|-----------|-------|---------|---------|-----------------|
| 4         | B     | 3708.36 | 2309.57 | S 26° 04' 02" E |
| 6         | A     | 2916.10 | 2208.50 | S 26° 04' 02" E |
| 6         | B     | 4022.76 | 2268.75 | N 70° 30' 00" E |
| 10        | A     | 4130.95 | 2197.36 | S 49° 40' 00" E |
| 12        | D     | 4168.37 | 2107.38 | S 26° 04' 02" E |
| 16        | B     | 4433.07 | 1954.50 | S 26° 04' 02" E |
| 18        | C     | 4646.90 | 1680.63 | S 26° 04' 02" E |
| 22        | A     | 3525.42 | 2399.21 | S 61° 50' 00" E |
| 25        | A     | 3681.77 | 2321.10 | S 26° 04' 02" E |

| UNIT |    |    |    |
|------|----|----|----|
| A    | B  | C  | D  |
| 4    | 61 | 62 | 63 |
| 6    | 57 | 58 | 59 |
| 8    | 45 | 46 | 47 |
| 10   | 41 | 42 | 43 |
| 12   | 29 | 30 | 31 |
| 14   | 21 | 22 | 23 |
| 16   | 17 | 18 | 19 |
| 20   | 69 | 70 | 71 |
| 22   | 65 | 66 | 67 |



NOTE ALL EXTERIOR WALLS ARE 4"

INDICATES UNIT LIMITS

GENERAL COMMON ELEMENT

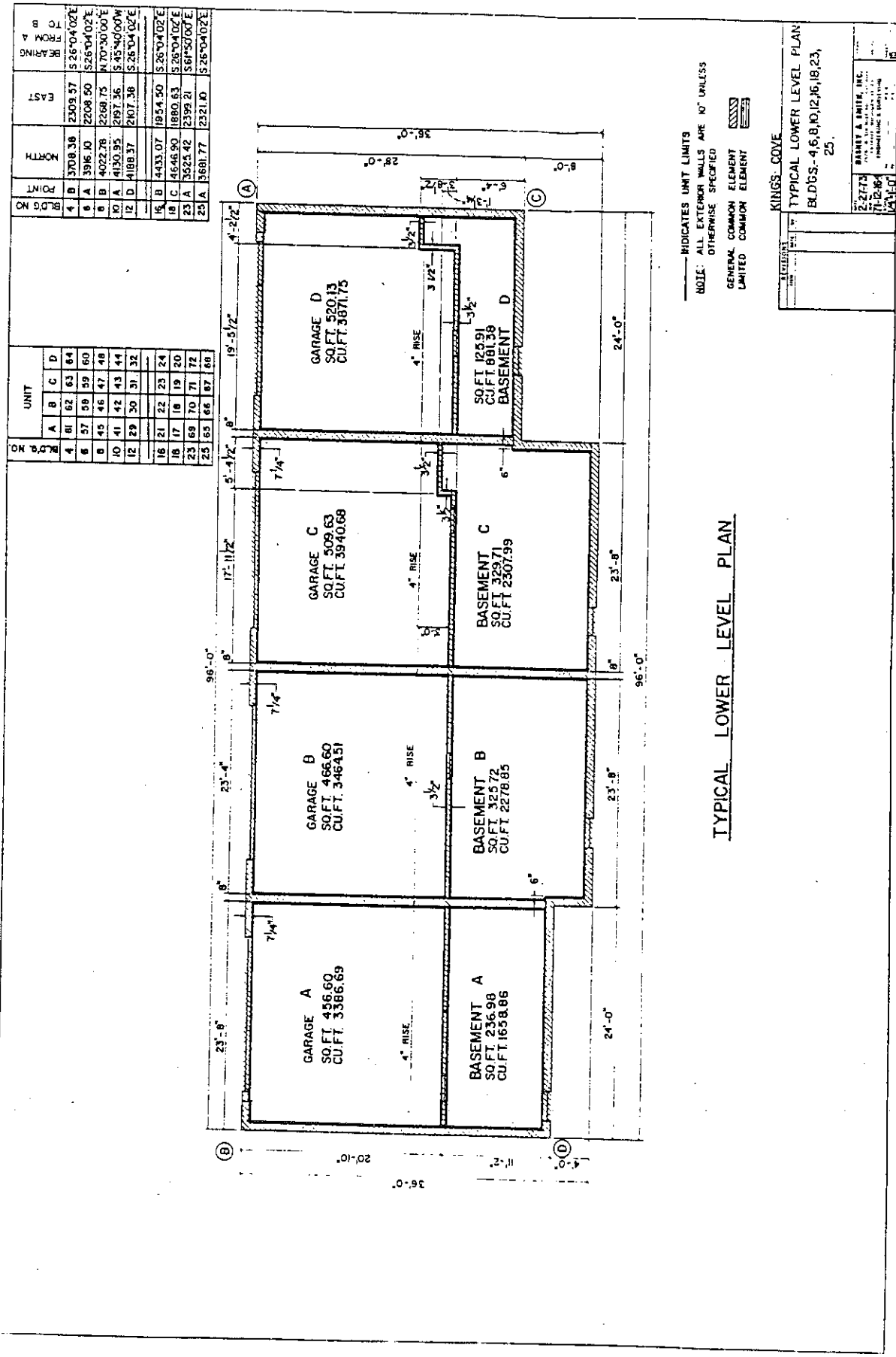
LIMITED COMMON ELEMENT

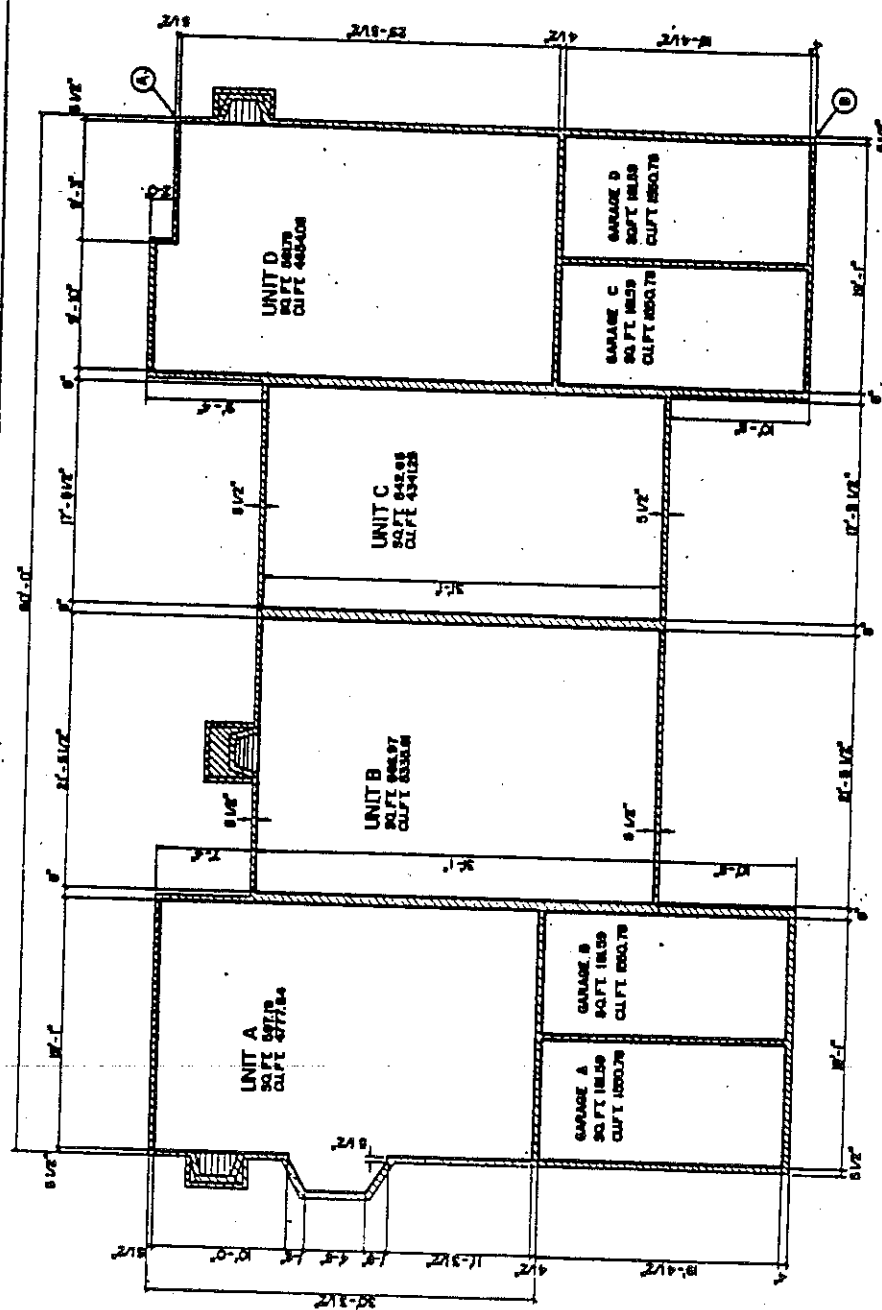
# TYPICAL SECOND FLOOR PLAN

KING'S COVE

SECOND FLOOR PLAN  
FOR BLDGS. 4, 6, 8, 10, 12,  
16, 18, 22, 25,

|         |                       |
|---------|-----------------------|
| 2-22-73 | BARNEY A. SMITH, INC. |
| 7-12-84 | BARNEY A. SMITH, INC. |
| 1-1-85  | BARNEY A. SMITH, INC. |





| TO   | FROM   | BEARING | DIST  | STATION |
|------|--------|---------|-------|---------|
| TO B | FROM A | EAST    | 10.0' | 10.0'   |
| TO C | FROM B | NORTH   | 10.0' | 20.0'   |
| TO D | FROM C | EAST    | 10.0' | 30.0'   |

| UNIT     | A   | B   | C   | D   |
|----------|-----|-----|-----|-----|
| BLDG NO. | 101 | 102 | 103 | 104 |
| BLDG NO. | 101 | 102 | 103 | 104 |

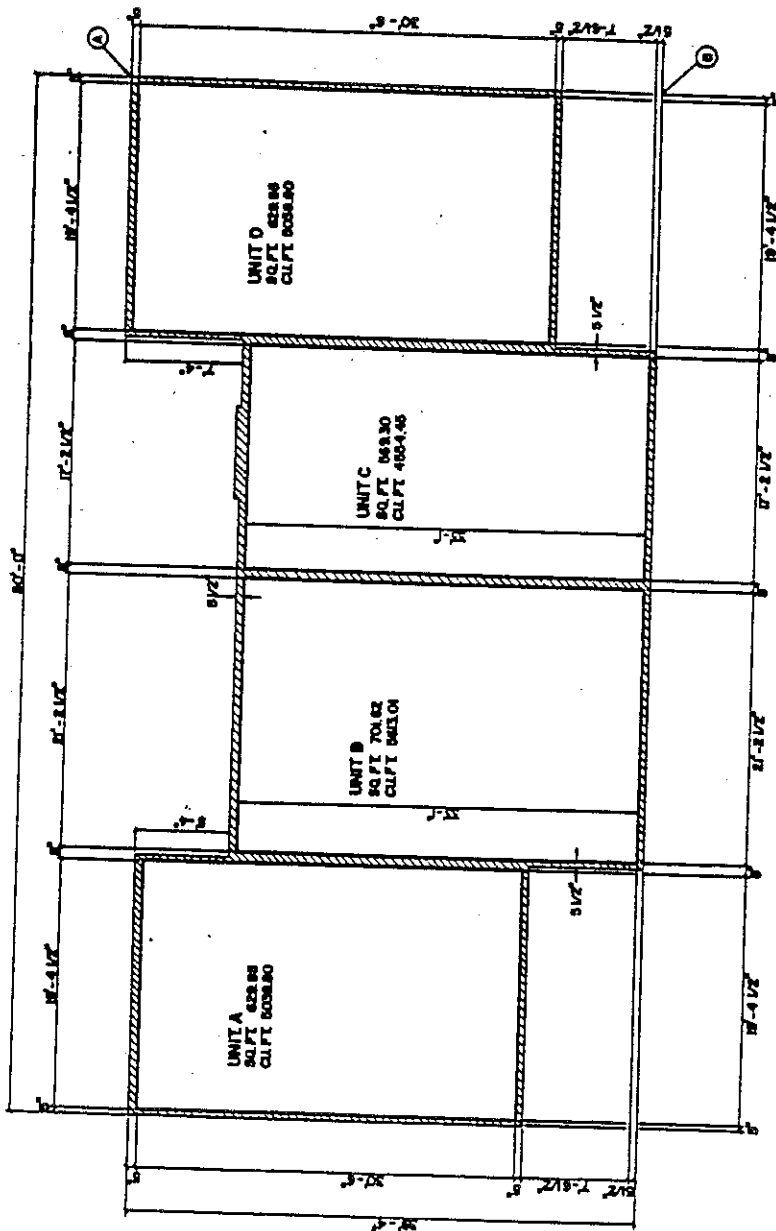
— LIMITS OF OWNERSHIP  
 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

# FIRST FLOOR PLAN

KING'S COVE

FIRST FLOOR  
 PLAN FOR BLDG 91

| NO. | DATE    | BY       | CHK.     |
|-----|---------|----------|----------|
| 1   | 10/1/84 | J. J. J. | J. J. J. |
| 2   | 10/1/84 | J. J. J. | J. J. J. |



SECOND FLOOR PLAN

LIMITS OF OWNERSHIP  
GENERAL COMMON ELEMENT  
UNITED COMMON ELEMENT

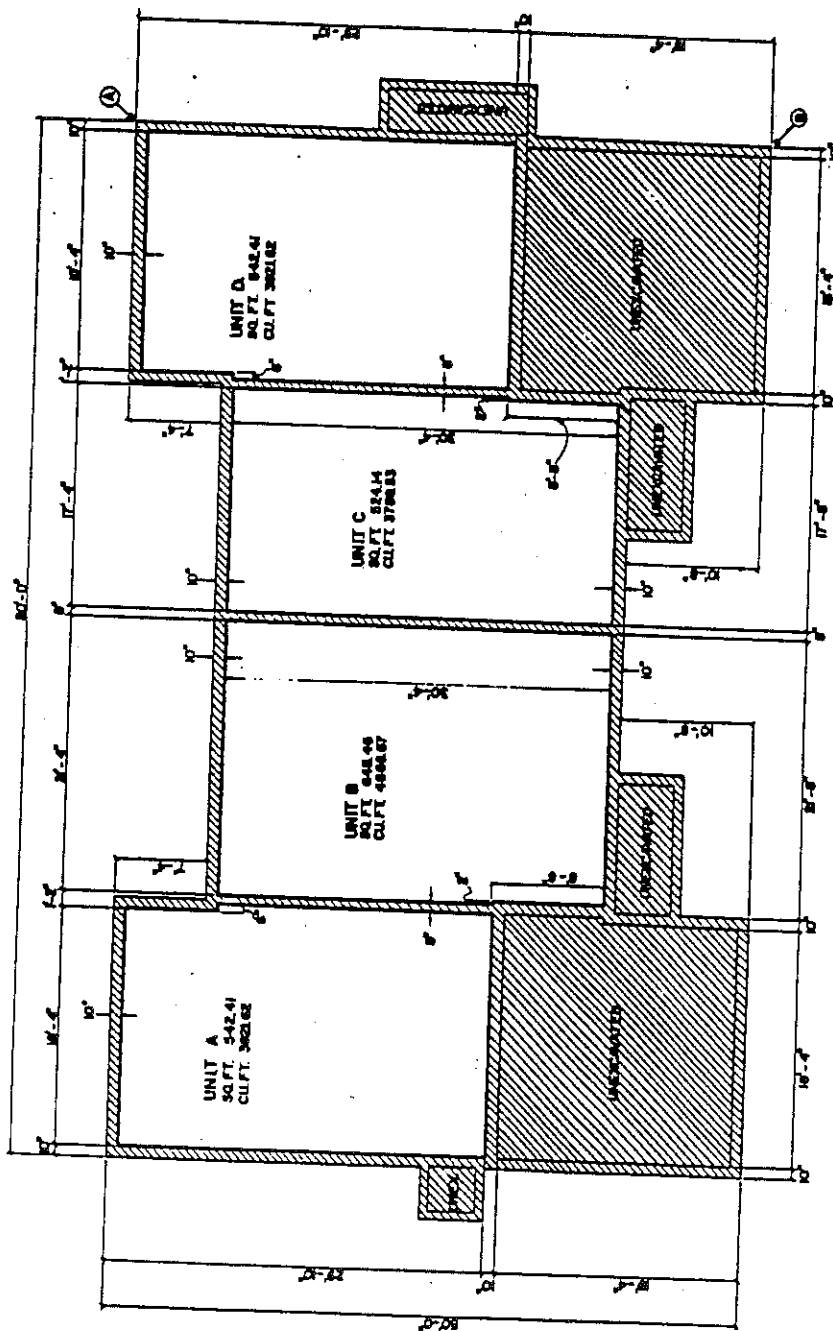
KINGS COVE

SECOND FLOOR PLAN  
FOR BLDG. 51

|          |                   |
|----------|-------------------|
| DATE     | 12-1-82           |
| BY       | W. J. SMITH, INC. |
| CHECKED  | W. J. SMITH, INC. |
| APPROVED | W. J. SMITH, INC. |
| SCALE    | 1/4" = 1'-0"      |

|       |        |        |        |        |
|-------|--------|--------|--------|--------|
| NO. 1 | 134128 | 264824 | 107100 | 107100 |
| NO. 2 | 134128 | 264824 | 107100 | 107100 |
| NO. 3 | 134128 | 264824 | 107100 | 107100 |
| NO. 4 | 134128 | 264824 | 107100 | 107100 |

|      |        |        |        |        |
|------|--------|--------|--------|--------|
| UNIT | A      | B      | C      | D      |
| NO.  | 107100 | 107100 | 107100 | 107100 |



LIMITS OF OWNERSHIP  
 FEDERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

BASEMENT PLAN

KING'S COVE

BASEMENT PLAN  
 FOR BLDG 91

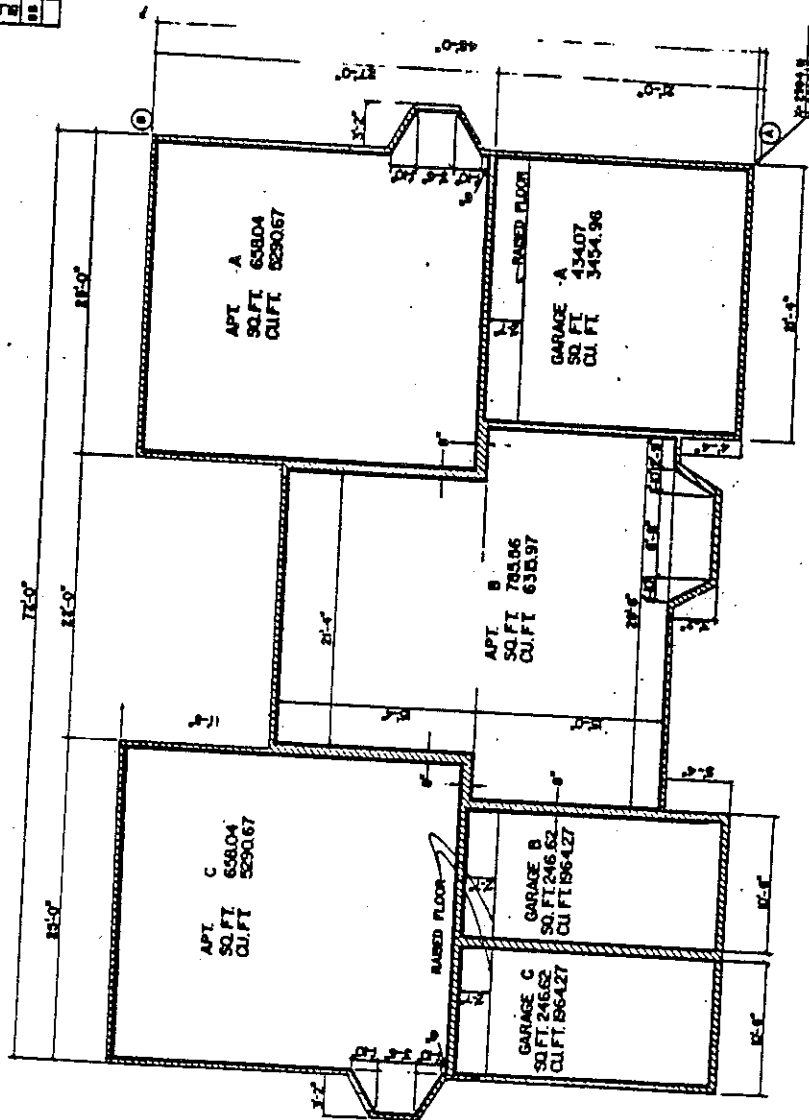
|             |              |
|-------------|--------------|
| DATE        | 12-1-73      |
| BY          | J. J. J.     |
| CHECKED BY  | J. J. J.     |
| APPROVED BY | J. J. J.     |
| SCALE       | 1/4" = 1'-0" |

|      |    |
|------|----|
| BLDG | 91 |
| UNIT | A  |
| CL   | 1  |
| FROM | A  |
| TO   | B  |

|      |    |     |     |     |
|------|----|-----|-----|-----|
| UNIT | A  | B   | C   | D   |
| BLDG | 91 | 100 | 100 | 100 |
| CL   | 1  | 100 | 100 | 100 |

|           |     |   |          |         |      |         |            |
|-----------|-----|---|----------|---------|------|---------|------------|
| BLDG. NO. | 88  | A | 278-4.11 | 2597.18 | EAST | TO FROM | BEARING    |
| CH        | NO. |   |          |         |      |         | 589°20'00" |

| UNIT |     |     |     |
|------|-----|-----|-----|
| Q    | A   | B   | C   |
| 88   | 137 | 138 | 139 |



FIRST FLOOR PLAN

— LIMITS OF OWNERSHIP —  
GENERAL COMMON ELEMENT  
UNITED COMMON ELEMENT  
NOTE: ALL WALLS ARE 4" UNLESS OTHERWISE NOTED

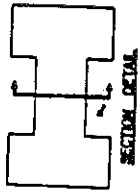
KING'S COVE

FIRST FLOOR PLAN  
BLDG. 88,

|           |     |   |          |         |      |         |            |
|-----------|-----|---|----------|---------|------|---------|------------|
| BLDG. NO. | 88  | A | 278-4.11 | 2597.18 | EAST | TO FROM | BEARING    |
| CH        | NO. |   |          |         |      |         | 589°20'00" |







SECTION DETAIL

TABLE OF USC & GSE ELEVATIONS

| BLDG NO. | ELEVATION |
|----------|-----------|
| 1000     | 1000      |

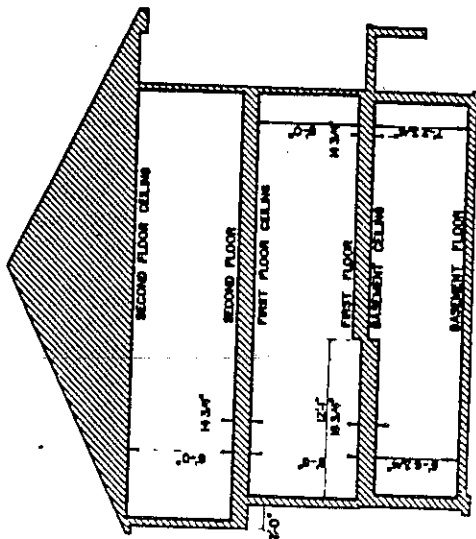
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT  
LIMITS OF OWNERSHIP

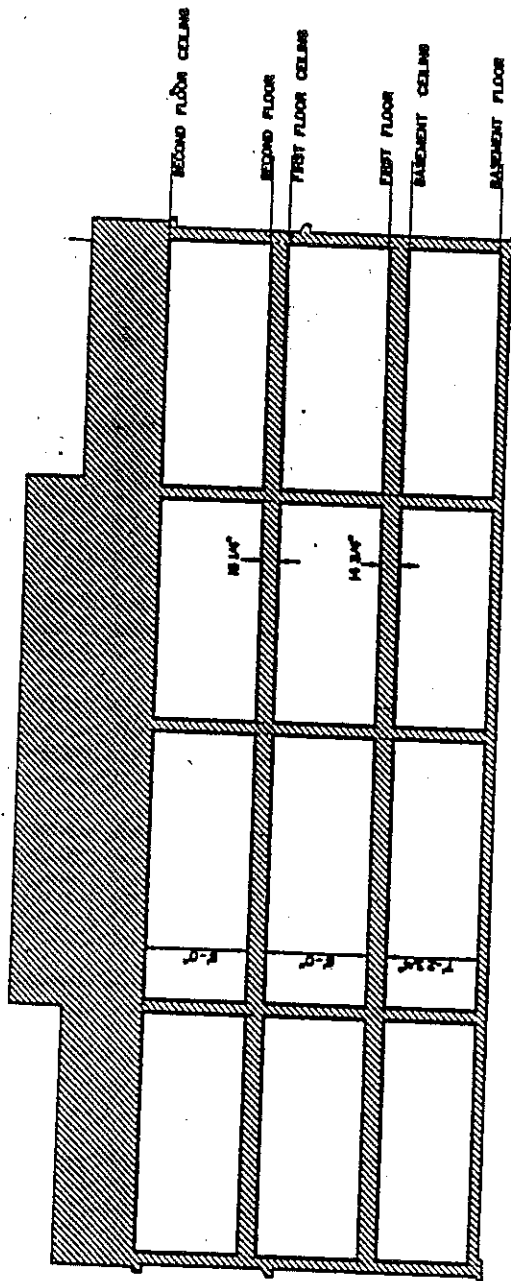
KING'S COVE

CROSS SECTION FOR  
BLDG 91

|      |      |      |      |
|------|------|------|------|
| 1000 | 1000 | 1000 | 1000 |
| 1000 | 1000 | 1000 | 1000 |
| 1000 | 1000 | 1000 | 1000 |
| 1000 | 1000 | 1000 | 1000 |

CROSS SECTION

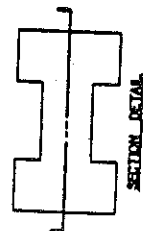




# LONGITUDINAL SECTION

TABLE OF USC & GS ELEVATIONS

| USC NO. | GS NO. | ELEVATION |
|---------|--------|-----------|
| 1       | 20131  | 100.00    |
| 2       | 20132  | 100.00    |
| 3       | 20133  | 100.00    |



SECTION DETAIL

LIMITS OF DIMENSION  
 (GENERAL COMMON ELEMENT) 22222  
 (LIMITED COMMON ELEMENT) 22222

KING'S COVE

LONGITUDINAL SECTION

FOR BLDG 91

|          |              |
|----------|--------------|
| DATE     | 11-1-73      |
| BY       | W. J. B. /   |
| CHECKED  | W. J. B. /   |
| APPROVED | W. J. B. /   |
| SCALE    | 1/4" = 1'-0" |

Securities Division  
Corporation & Securities Bureau  
5811 Emergency Drive  
Lansing, Michigan 48913

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division  
(517) 373-0483  
Corporation Division  
(517) 373-0484  
Condominium Section  
(517) 373-4028

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

O R D E R

CONDITIONAL PERMIT TO SELL

In re: Application of Multiplex - Luber Limited Partnership, 1191 W. Square Lake Rd., Bloomfield Hills, Michigan, Developer, for a Conditional Permit to Sell order for KINGS COVE CONDOMINIUM SECOND AMENDMENT, Kings Cove Drive, Avon Township, Oakland County, Michigan. (our file #72-169-B).

.....

1. Application having been duly made and examined, and
2. A Certificate of Approval of Amended Master Deed having been entered on October 3, 1974 and recorded on October 9, 1974, in Liber #6377, page 87, and the Amended Master Deed having been recorded on October 9, 1974, in Liber #6377, pages 88 through 117 in the records of the Oakland County Register of Deeds.
3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the recorded Master Deed reduced to 8 1/2 X 14 inches, including the hylaws and plans which are a part thereof.
  - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, and that approval be obtained prior to use.
  - (c) That no unit be conveyed until an occupancy permit has been received.
  - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
  - (e) That "as built" plans must be submitted no later than 90 days after satisfactory completion of the construction contracts relating to this project.
4. This Conditional Permit to Sell becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.



Dated: October 9, 1974  
Lansing, Michigan

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By

Hugh H. Makens, Director  
Corporation & Securities Bureau



RECORDED IN Liber 6377, DEPARTMENT OF COMMERCE  
Page 87, on October  
9, 1974 of the Oakland RICHARD K. HELMBRECHT, Director  
County Records.

ORDER

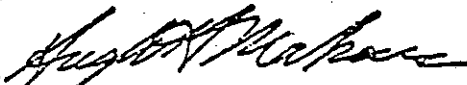
CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

In re: Application of Multiplax - Luber Limited Partnership, 1191 W. Square Lake Rd., Bloomfield Hills, Michigan, Developer, for a Certificate of Approval of Amended Master Deed for KINGS COVE CONDOMINIUM SECOND AMENDMENT, Kings Cove Drive, Avon Township, Oakland County, Michigan. (our file #72-169-B).

.....

1. Application having been duly made and examined.
  2. A Certificate of Approval of the Amended Master Deed for the above condominium is hereby given to the Developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
    - a. That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
    - b. That this order be recorded with the County Register of Deeds at the same time as the Amended Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the issuance of a Permit to Sell.
    - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
    - d. When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.
3. This Certificate of Approval of the Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Halmbrecht, Director

By   
Hugh H. Makens, Director  
Corporation & Securities Bureau

Dated: October 3, 1974  
Lansing, Michigan

