

010438 APR-18

RECORDED

IN THE COUNTY OF LIVINGSTON, STATE OF MICHIGAN

Boss Investment Partnership No. 2
3121 E. Grand River
Howell, Michigan 48843

APR 1 1 00 PM '93

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48843

Revised

DECLARATION OF COVENANTS
AND RESTRICTIONS FOR KINGSWOOD ESTATES

11 26 AM '95
NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48843
NOW COMES Boss Investment Partnership No. 2, a Michigan
co-partnership involved in the development of land,
hereinafter referred to as Developer, and on this 22nd day
of MARCH, 19 93, hereby makes its declaration of
covenants.

WITNESSETH:

WHEREAS, Developer is the owner in fee simple absolute
of all the land hereinafter described,

AND WHEREAS, Developer as proprietor of a plat of land
known as Kingswood comprised of Lots 1 to 18 inclusive and
described as:

Kingswood:

A part of the Northeast 1/4, Southeast 1/4, Southwest 1/4
and Northwest 1/4 of Section 36, T2N-R4E, Marion Township,
Livingston County, Michigan, described as follows:
Commencing at the West 1/4 corner of said Section 36; thence
N 89°42'30" E, along the East-West 1/4 line of said Section
36, 199.73 feet; thence N 00°15'47" W, 167.00 feet; thence
N 89°57'35" W, 393.16 feet to the centerline of Pinckney
Road; thence Northeasterly along said centerline, 391.28
feet along an arc right, having a radius of 881.47 feet, a
central angle of 25°26'00", and a long chord which bears
N 00°22'00" E, 388.08 feet; thence N 13°05'00" E, along said
centerline, 200.00 feet; thence Northeasterly, along said
centerline, 5.02 feet on an arc left, having a radius of
2180.24 feet, a central angle of 00°07'55", and a long chord
which bears N 13°01'03" E, 5.02 feet to the Southwest corner
of "Cranbrook Estates" a subdivision as recorded in Liber 29
of Plats, Pages 21-24, Livingston County Records; thence
along the Southerly line of said Subdivision on the
following (6) courses:

- 1) N 78°39'13" E, 186.64 feet;
- 2) S 66°29'18" E, 172.88 feet;
- 3) S 87°07'51" E, 505.84 feet;
- 4) S 88°17'24" E, 402.95 feet;
- 5) S 82°47'23" E, 325.23 feet;
- 6) S 20°41'04" E, 66.00 feet to the Point of Beginning
of the Parcel to be described; thence continuing along the

This is not recorded to revise not pitch and garage requirements. M.B.

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southerly line of said subdivision on the following (6) courses:

- 1) Northeasterly 85.23 feet on a non-tangential arc right, having a radius of 348.12 feet, a central angle of 14°01'39" and a long chord which bears N 76°19'46" E, 85.02 feet;
- 2) N 06°39'25" W, 66.00 feet;
- 3) Northeasterly 61.88 feet on a non-tangential arc right, having a radius of 414.12 feet, a central angle of 08°33'43", and a long chord which bears N 87°37'27" E, 61.83 feet;
- 4) S 88°17'24" E, 188.91 feet;
- 5) N 01°40'56" E, 205.79 feet;
- 6) S 84°55'52" E, 434.42 feet; thence S 66°47'09" E, 442.38 feet; thence N 90°00'00" E 567.23 feet; thence S 00°38'39" E, 345.94 feet; thence Northwesterly 147.76 feet on an arc right, having radius of 197.00 feet, a central angle of 42°58'31", and a chord which bears N 87°14'27" W, 144.32 feet; thence N 65°45'12" W, 153.38 feet; thence S 24°14'48" W, 66.00 feet; thence S 01°25'30" E, 282.47 feet to Traverse Point "A"; thence continuing S 01°25'30" E, 32 feet, more or less, to the water's edge of Lake Lochmoor; thence Southwesterly 214 feet, more or less, along the water's edge of said Lake Lochmoor; thence N 48°02'13" W, 186 feet, more or less, to Traverse Point "B", said Point being traversed on an intermediate traverse line from said Traverse Point "A" on the following (2) courses:
 - 1) N 86°39'37" W, 214.26 feet;
 - 2) S 68°34'35" W, 104.38 feet;
 thence N 48°02'13" W, 327.16 feet; thence N 67°01'24" W, 66.00 feet; thence S 22°58'36" W, 270.06 feet to the East-West 1/4 line of said Section 36; thence S 89°42'30" W along said East-West 1/4 line of Section 36, 82.33 feet to a point which bears N 89°42'30" E, 2085.85 feet from said West 1/4 corner of Section 36; thence N 21°58'22" W, 174.59 feet; thence N 58°47'24" W, 218.91 feet; thence N 88°17'24" W, 273.37 feet; thence N 56°57'12" W, 316.29 feet; thence Northeasterly 197.66 feet on an arc right, having a radius of 348.12 feet, a central angle of 32°31'56" and a long chord which bears N 53°02'58" E, 195.02 feet to the Point of Beginning, containing 22.32 acres, more or less.

AND WHEREAS, said plat of said subdivision, having been duly approved by proper governmental authorities, has been recorded in the office of the Register of Deeds for Livingston County, State of Michigan, in Liber 31 of Plats, Pages 0001 through 0004, Livingston County Records.

WHEREAS, it is the purpose and intention of this declaration that all of the lots in said subdivision shall be conveyed by the Grantors subject to reservations, easements, uses and building restrictions provided to establish a general plan of uniform restrictions in respect

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to said subdivision, and to insure the residential purposes, and to secure to each lot owner full benefits and enjoyment of his home, and to preserve the general character of the neighborhood, and

IT IS HEREBY DECLARED THAT the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Grantors, and the Grantees of all individual lots in said subdivision, for the time limited in this instrument, with the specific exception of those restrictions enumerated in paragraphs which shall run with the land in perpetuity.

USES OF PROPERTY

1. Single residence Use

Each lot in the subdivision shall be used and occupied for single family residence purposes only. No building or other structure shall be permitted on any lot other than one single private family dwelling with either an attached garage of not less than two car capacity nor larger than three car capacity; except that a swimming pool, tennis court, badminton court, or similar facility, walls or other auxiliary construction may be built in such manner and location deemed to be in harmony and conformance with these building and use restrictions, with the character of the subdivision as it develops and in conformance with all governmental regulations. Driveways must be paved with a hard fixed surface, such as concrete or asphalt, but not gravel nor dirt. Fences are expressly prohibited except as approved in the same manner as set forth in Paragraph Seven (7)

ALL RESIDENCES MUST HAVE ATTACHED GARAGES. *Revised 6-1-55*

2. Easement

Easements for installation and maintenance of utilities, entrances and/or storm drains or any other purpose are shown on the plat and after such utilities, entrances and/or storm drains or other utilities have been installed, planting, or other lot line improvements shall be allowed as long as access without charges or liability for damages be granted for utilities, entrances and/or other improvements installed or for the installation of additional utilities, entrances and/or storm drains.

- a. Lot owners shall maintain easements in a neat and orderly manner including mowing and debris removal.
- b. No structures, trees or landscaping, other than grass, are allowed within the clear vision easement on Lot 10 without the

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approval of the Livingston County Road Commission.

- c. Prior to the installation of any driveway culverts located in any road right-of-way, the lot owner shall obtain from the Livingston County Road Commission the size and installation specifications for such culvert and shall install such culvert pursuant to such size and installation specifications all subject to the final approval of the Livingston County Road Commission.

3. Minimum Floor Space

No dwelling shall be built on any lot which has living area floor space of less than the following:

- a. One story dwelling - 1500 square feet.
- b. One and one-half story dwelling - 1200 square feet on the first floor and not less than a total of 1800 square feet.
- c. Two story dwelling - 1200 square feet on the first floor and not less than a total of 2000 square feet.
- d. Tri-level dwelling - a total of 1800 square feet.
- e. "Living Area" includes the actual area within the outer surfaces of the outside walls, including any finished living area which is above an enclosed porch or garage but excluding a garage, basement or unheated porch.
- f. No building shall exceed thirty-five feet (35') in height from the ground level measured from the lowest ground level adjacent to the home to the peak of the roof.

4. Exterior Construction.

Exterior walls of all residential structures and garages shall be constructed of brick or stone veneer, wood siding, vertical wooden tongue and groove siding, exterior plywood or other standard exterior siding material. No exterior finishes shall be built of asbestos or asphalt siding or shingles, cement block, or sand lime brick. No residential building shall be constructed with a flat roof.

ALL ROOF PITCHES SHALL BE 6:12 OR GREATER.

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- a. Notwithstanding the requirements listed in paragraph 4, there shall be an additional minimum requirement that the front exterior wall finishes of all residential structures shall be constructed of brick, stone, or fieldstone which covers fifty percent (50%) of said wall by surface area. The front being understood to be the largest exterior wall of the home which directly faces the road.

5. No old or used structure shall be moved upon said lands and premises.

6. TREE REMOVAL and Soil

No trees of any size shall be removed or cut outside the area defined by the building setback lines without prior written consent of the Developer or the Association. No surface soil shall be dug or removed from any lot without prior written consent from the Developer or the Association except as needed for building and landscaping the lot.

7. Building Approval

No dwelling, structure, swimming pool, fence, TV disc, permanent sports type out door court or facility, out building, or other development shall be permitted upon any lot in the subdivision, nor shall any grade in the subdivision be changed or other construction work done, unless Developer's written approval is obtained in advance as follows: The proposed plot plan, construction plans and specifications shall be submitted in duplicate to the Developer, for approval and said written approval received prior to submittal to Marion township for a Zoning Compliance Permit. The plot plans shall show the finished buildings and structures. The construction plan and specifications shall show the size, type and materials of exterior construction together with the grade and elevation of all buildings and structures and shall provide other pertinent construction details. One copy of these plans and specifications shall be permanently kept by the Developer. Developer shall not file its approval to the proposal unless in its sole and absolute opinion such construction and development will comply in all respects with the building and use restrictions set forth in this document; nor shall Developer give its approval unless the external design, material and location of the construction proposal shall be in harmony with the character of the subdivision as it develops and with the topography and grade elevation both of the lot upon which the proposed construction is to take place, and the neighboring lots in the subdivision. Developer shall have the right to assign

his responsibilities and authority hereunder to a third party. If anyone begins any such construction without the above stated approval, he hereby agrees to forthwith completely remove such construction upon being informed by the Developer regardless of the stage of completeness of such construction. If it is not appropriately removed, the Developer has the full right to enter upon such property and cause such construction to be removed; the cost of removal plus all appropriate legal expenses etc. shall be chargeable to the lot owner and the Developer may place a lien upon the subject lot for such charges plus interest.

- a. This Paragraph (7) shall not be changed or while Developer or its assigns retain ownership to any lots within the subdivision.

8. No excavation or fill shall be made which shall be considered detrimental to the property or adjacent properties in the opinion of the Developers. No building site owner shall alter his building site to interfere with or obstruct existing planned drainage conditions of subject plats.

9. No garage, trailer, basement, tent, shack, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence - without permission of the Developers.

10. Construction Progress

The building alteration or repair of any dwelling or structure in the subdivision, once commenced shall be completed as soon as reasonably possible; and in the event construction progress ceases for a period of more than one hundred twenty (120) days, except due to act of God, or other conditions beyond the control of the builder, Developer is authorized to demolish it and clear the property, or to complete it; and in either event the expense involved shall be charge against and be a lien upon the subject lot. all unused building materials and temporary construction shall be removed from the subdivision within ten (10) days after substantial completion of construction. The portion of the ground surfaces which is disturbed by excavation and other construction work, shall be final graded and seeded or covered with other landscaping as soon as the construction work and weather permits, but not more than eight (8) months after a Certificate of Occupancy is issued.

11. Unfinished and Temporary Structures

No unfinished or temporary structures may be occupied as a residence at any time prior to completion in accordance with approved plans.

12. Signs and Billboards

No signs, billboards, or other advertising devices or symbols shall be displayed anywhere in the subdivision except "For Sale" signs of not more than six (6) square feet in area, advertising a single lot or dwelling. Developer or its assigns shall have the right to erect signs of larger size advertising the subdivision during its development, construction and sale. all such signs allowed must be maintained in good condition and must be removed promptly upon the termination of their use. entrance signs are exempt from the provision and shall be maintained by the Lot Owners Association.

13. Sale Locations

Developer or its assigns may use model homes as an office or sales locations together with appropriate signs on lots of their choosing in this subdivision until such time as all of the lots in the subdivision have been improved with residential dwellings.

- a. This Paragraph (13) shall not be changed or amended while Developer or its assigns retain ownership to any lots within this subdivision.

14. Temporary Structures

Trailers, tents, barns or any temporary building or any design are expressly prohibited within this subdivision, except those necessary for current construction and approved by the Developer.

15. Vehicle Storage and Miscellaneous

No commercial vehicles or trailer of any nature other than those temporarily present on current business may be parked in the subdivision. Boats, motor homes, recreational vehicles, trailers and similar vehicles must be kept in the garage. No laundry shall be hung for drying in such a way as to be readily visible from any street. all mailboxes shall be located uniformly with reference to the dwelling and comply with U.S. Post Office requirements.

16. Animals

The raising or keeping of animals, livestock, poultry, and the like is prohibited, except that dogs, cats, and pets of like character may be permitted as long as they shall be leashed or fenced in when outside and do not constitute a neighborhood nuisance.

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17. Waste Materials

Every resident in the subdivision shall promptly dispose of all refuse, garbage and waste materials. No outside storage exterior incinerators shall be used for such items.

18. Nuisances

No obnoxious or offensive activity shall be conducted on any lot in the subdivision nor shall anything be done which may be an annoyance or a nuisance to the neighborhood.

19. Antennae

No radio or television antennae or aerials shall be permitted other than the type commonly used for domestic T.V. residential use, and shall be installed on the house and not on a separate pole or tower. Radio and/or television disc antennae are permitted subject to the prior approval of Developer until the last residential home shall have been constructed and thereafter by the Association.

20. Lighting

No lighting shall be so situated nor of such intensity as to create a nuisance to neighboring property.

21. Swimming Pools

Only entirely below ground swimming pools shall be permitted and the location of the swimming pool shall be subject to existing easements, septic fields, water wells and governmental regulations.

22. Assignment by Developer

The rights and obligations of the Developer with respect to approval, supervision, and control of these buildings and use restrictions involving discretionary decisions may be assigned by the Developer hereafter to a Lot Owners Association of the subdivision. Such transfer of rights and obligations may be made at any time Developer deems it appropriate but in any event shall be made when all of the lots in the subdivision have been improved with a residential dwelling.

23. Lot Owners Association

There is hereby established the Kingswood Lot Owners Association, herein referred to as "Association". The Association is to consist of the owners of the residential lots in the Kingswood subdivision recorded or to be recorded. Association directors shall be appointed by the Developer after seventy percent (70%) of the lots or building site of the finally approved subdivision plats have been sold. When ninety percent (90%) of said lots have been sold, the directors shall

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be elected by the members of the Association and the terms of the then existing Directors shall forthwith terminate. The purpose of the Association shall be the ownership and maintenance of the pond, entrance signs, etc. and such association shall also exercise such powers and functions as may be set forth in its by-laws. The Developer shall appoint the board of directors within thirty (30) days following sale of seventy percent (70%) of said lots and said board shall proceed to adopt suitable by-laws for the government of the Association. Each residential lot or building site in said subdivision shall be entitled to one vote in the Association.

24. Maintenance Fund

- a. All lands included in any final plat approved and recorded within the entire development, whether owned by the Developer or by others, except streets and parks maintained for the general use of the owners of the land included in said tract, shall be subject to an annual maintenance charge at the rate of \$45.00 per lot, for the year, and at such rate as may be determined by the Association for each year thereafter, for the purpose of creating a fund to be known as the Maintenance fund, to be paid by the respective owners of the lots or building sites included in plats finally approved and recorded within the entire development annually in advance, on the first day of January in each year, commencing with the 1ST DAY of JANUARY, 19 94.
- b. Said annual charge may be adjusted from year to year, after 1993 by the Association, as the needs of the property may in their judgment require, but in no event shall such a charge be raised above \$90.00 per lot, except by the approval and consent of sixty-six and two-thirds ($66 \frac{2}{3}$) percent of the members of the Association, present and voting at any meeting thereof, or represented by written proxy which approval and consent shall make any such additional assessment binding upon all of the owners of the property in said subdivision or subdivisions.
- c. Said maintenance fund shall be used for benefits and obligations of the Association and members thereof including liability insurance, taxes and for other things necessary or advisable in the opinion of the

Association for the maintenance and improvement of the Association's property. This property includes, but is not limited to, the land, grounds, water in the ponds, entrance signs, landscaping, pond, fences, playground and park equipment, etc.

- d. It is expressly agreed that the maintenance fund charges referred to herein, including any expenses incurred, shall be a lien and encumbrance on the land with respect to which said charges are made, and it is expressly agreed that by the acceptance of title to any of said lots, the owners from time of acquiring title thereto shall be held to covenant and agree to pay the Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges the same as any other owner. A certificate in writing issued to the Association or its agent shall be given on demand to any owner liable for said charges. This Certificate shall be binding on said parties hereto.
- e. By his acceptance of title, each owner shall be held to vest in the Association, the right and power in its own name to take and prosecute all suits, legal equitable or otherwise, which may be in the opinion of the Association necessary or advisable for the collection of all such charges or for any other purpose deemed for the benefit of the Association members.

25. Wells and Septic Systems

All of the wells and septic systems of all lots in the Kingswood subdivision shall be installed according to plans and specifications approved by the Livingston county Health Department.

- 1) No lot shall be used for other than a single family dwelling.
- 2) All wells shall be drilled by a Michigan licensed well driller and be drilled to a depth which will penetrate a protective clay barrier sufficient to protect the aquifer. In most cases, this will be accomplished at depths ranging between 95 feet to 127 feet As recommended by Boss engineering, all wells within this development must be grouted along the entire depth of the casing.

APPROVED

Livingston County Health Department
 Date: *[Signature]*
 Oct. 18/92

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APPROVED
 Livingston County Health Department
 Name [Signature]
 Date 1/18/93

- 3) The test well drilled to determine the water supply adequacy for the development are located on Lot 9. This well may be used for the potable water supply for the individual lot. If the well is not intended for use, it must be properly abandoned according to the Groundwater Quality Control Act.
- 4) The septic locations for both the active and reserve as well as the water supply systems shall be placed in the areas as indicated on the preliminary plat which is on file at the Livingston County Health Department unless otherwise approved by this Department.
- 5) There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.
- 6) The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage disposal uses.
- 7) The onsite sewage disposal systems for Lots 2, 7, 8, 10, 12, 13, 16, and 17 will require the excavation of slow permeable soils to a more permeable soil ranging between 3 ft. to 9 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.
- 8) The engineer must give written certification that any grades, filling and/or land balancing that has taken place as part of the construction of the development will not affect the placement for either the active or reserve sewage disposal systems. This certification must be given stating that there will be no changes on any lots affected prior to final plat approval.
- 9) Lot 11 will require that the bottom of the stone be no deeper than an elevation of 975.5.
- 10) A 2400 sq. ft. has been designated on each lot for the active and reserve sewage disposal systems to accommodate a typical three bedroom single family home. Proposed homes exceeding three bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all acceptable isolation distances.
- 11) There shall be no activity within the regulated wetlands unless permits have been obtained from the Department of Natural Resources.
- 12) All restrictions placed on "Kingswood" Subdivision by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

26. Yard Requirements

The front building set-back shall be sixty seven feet from road right-of-way line minimum or as required by the location of the drain field. Side yards shall be fifteen (15) feet minimum each. Rear yards shall be forty (40) feet minimum, excepting lake lots which will have rear setback lines at least 50 feet from the flood plain contour as measured from the flood plain contour line toward the road. Corner lots shall have a sixty seven foot setback on both street sides from the road right-of-way line. (Lots 6, 7, 10, and 12 are corner lots and must have the required setbacks on both roads).

a. Landscaping

The front yard, the entire portion of the lot facing the road and extending back to a point which is even with the back wall of the house, must have existing sod or grass at the time of sale of said dwelling.

27. Flood Plain

The flood plain contour has been established by the Michigan Department of Natural Resources as elevation 951.00 N.G.V. Datum. No filling or occupation of the flood plain shall take place without prior written approval from the Michigan Department of Natural Resources. Residential Building Restrictions shall include the following sections of Subdivision Rule R560.304(2):

(c) Have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.

(d) Have openings into the basement not lower than the elevation defining the floodplain limits.

(e) Have basement walls and floors, if below the elevation defining the floodplain limits, which are watertight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5 for type A construction and Chapter 6 for class I loads found in the publication entitled "Flood Proofing Regulation," EP 1165 2 314, prepared by the office of the chief of engineers, United States Army, Washington, D.C. June 1972. Figure 5 on page 14-5 of the regulations shows typical foundation drainage and waterproofing details. This document is adopted by reference in these rules and is available, at no cost, from the Department of Natural Resources, Land and Water Management Division, Stevens T. Mason Building, P. O. Box 30028, Lansing, Michigan

48909, or Department of Army, Corps of Engineers, Publications Depot, 890 S. Pickett, Alexandria, Virginia 22304.

(f) Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.

(g) Be properly anchored to prevent flotation.

These restrictions are to be observed in perpetuity, excluded from any time limitations set forth in the declaration, and may not be amended.

28. Waterfront Lots and Lake Use.

No docks or other structures may be located in the lake or inside the flood plain line. Additionally no gasoline powered motors of any type may be used on the lake.

29. Annexation of Additional Lots and/or Common Areas.

The Developer also reserves the right at any time, or times, in the future to amend this Declaration of Covenants by adding to it one or more additional subdivisions of land in Kingswood hereafter developed and platted by Developer or its successors or assigns. Such additional subdivisions may or may not contain additional Common Areas. Any such amendment(s) to this Declaration shall provide that the Owners of all residential lots in future added subdivisions shall be required to be Members of the Kingswood Lot Owners Association and shall be subject to the covenants, restrictions, easements, charges and liens set forth herein. Such amendment(s) shall also provide that the Common Areas contained within the Subdivision and all future subdivisions shall be for the use and benefit of all Owners of Lots in the Subdivision and all subdivisions added hereto. Such amendments may also provide for changing the name of the Association upon annexation of additional subdivisions. Additional Lots and Common areas may be annexed to the Association or any of its Members or any owner. Annexation by action of the Association shall require the consent of two-thirds (2/3) of its Members and the Developer.

30. Abatement of Violations

After notice by personal service or certified mail return receipt requested to an owner of violations of any conditions or restriction or breach of any covenant herein contained, shall give the Developer or Association, in addition to all other remedies, the right to enter upon the land as to which such violation that may be or exist thereon contrary to the intent and provisions hereof and such abating party shall not

31. Term of Restriction

All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in full force and effect and run with the land, provided however, that after fifteen (15) years from the date of recording hereof the owners of the two-thirds (2/3) or more of the lots in said subdivision may release all or part of said lots from all or any portion of these restrictions, except those restrictions contained in Paragraph 3 and 27.

32. Enforcement

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto, except in the event the association or lot owners violate the covenant, or any of these restrictions relating to said covenant.

33. Severability

Invalidation of any one of these covenants by Judgment of a court of competent jurisdiction shall in no way affect any of the other provisions and covenants which shall remain in full force and effect or those Kingswood Lot Owners Association members not specifically affected by said judgment.

Witnessed by:

Boss Investment Partnership No. 2

Neil V. Plante
Neil V. Plante

By: Gary R. Boss
Gary R. Boss

Elizabeth K. McMahon
Elizabeth K. McMahon

State of Michigan)
) ss
County of Livingston)

On this 22 day of MARCH, 1993, before me personally appeared GARY R. BOSS, Managing Partner of the above named Co-partnership, who to me is known to be the person who executed the foregoing instrument, acknowledge that he executed the foregoing instrument as such officer, as the free act and deed of said Co-partnership and by its authority.

MARY C. FELDY
MARY C. FELDY Notary Public
Livingston County, Michigan
Commission Expires: 07-29-93

Drafted by:
Boss Engineering Company
3121 East Grand River Avenue
Howell, Michigan 48843
(517) 546-4836

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