

CONSOLIDATING MASTER DEED

SIMSBURY

This Consolidating Master Deed is made and executed on this 12<sup>th</sup> day of January, 1994 by Simwood Company, a Michigan corporation, hereinafter referred to as "Developer", the post office address of which is 4969 Oak Hollow, West Bloomfield, Michigan 48323, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1976, as amended).

WITNESSETH:

8892 REG DEEDS FEE  
0001 JAN 18 '94 02:27PM  
0149 DEEDS 223.00

WHEREAS, the Developer by recording in Liber 9616, Pages 131 through 222, Oakland County Records, a Master Deed, together with Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, and by preparing First through Fifth Amendments to the Master Deed and recording the same as follows: First Amendment to the Master Deed in Liber 10021, Pages 080 through 102; Second Amendment to Master Deed in Liber 10446, Pages 443 through 455 (re-recorded in Liber 10453, Pages 034 through 037); Third Amendment to Master Deed in Liber 10981, Pages 604 through 614; Fourth Amendment to Master Deed in Liber 11243, Pages 563 through 576, and Fifth Amendment to Master Deed in Liber 12191, Pages 887 through 891, Oakland County Records; established the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a Condominium Project; and

8892 REG DEEDS FEE  
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WHEREAS, Developer desires to consolidate said Master Deed and First through Fifth Amendments thereto by declaring and recording this Consolidating Master Deed pursuant to the authority reserved to Developer in Article VIII of said Master Deed, in order to eliminate, modify and/or update now inapplicable portions of the original Master Deed, Bylaws, Condominium Subdivision Plan and any amendments thereto, for ease of future reference.

NOW, THEREFORE, the Developer does, upon the recording hereof, confirm the establishment of Simsbury as a Condominium Project under the Act and does declare that Simsbury (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after recording of this Consolidating Master Deed, 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 Consolidating Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

O.K. - LM

OK - T. SMITH

*Handwritten initials*

*Consolidated*

*D/K*

*117752  
2.00*

## ARTICLE I

## TITLE AND NATURE

The Condominium Project shall be known as Simsbury, Oakland County Condominium Subdivision Plan No. 459. The Condominium Project is established in accordance with the Act. The Dwellings contained in the Condominium, including the number, boundaries, dimensions and area of each Dwelling therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Dwelling is intended for residential purposes and 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 Dwelling and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated, described and limited in this Consolidating Master Deed.

## ARTICLE II

## LEGAL DESCRIPTION

The land which has been submitted to the Condominium Project, the establishment of which is confirmed by this Consolidating Master Deed, is particularly described as follows:

A part of the Southwest 1/4 of Section 34, Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan, more particularly described as commencing at the South 1/4 corner of said Section 34; thence along the South line of said Section 34 (14 Mile Road) South 89°41'30" West, 1170.16 feet; thence North 00°03'40" West, 60.00 feet to the Point of Beginning, said point also being the Southwest corner of "Pebblecreek II," a condominium as recorded in Liber 7929, Page 878 of Deeds, Oakland County Records; thence South 89°41'30" West, 532.06 feet; thence North 00°18'30" West, 120.00 feet; thence North 14°04'10" West, 540.74 feet; thence Due West, 150.00 feet; thence Due North, 138.00 feet; thence North 26°57'04" East, 390.00 feet; thence North 59°21'52" East, 298.00 feet; thence Due East, 234.92 feet to a point on the West line of said Pebblecreek II condominium; thence along said West line the following four (4) courses: South 00°02'25" West, 947.96 feet, South 39°10'55" East, 158.15

feet, South 00°02'25" West, 147.00 feet, and South 36°49'37" East, 75.00 feet to the Point of Beginning, containing 836,209 square feet or 19.868 Acres; together with and subject to easements for storm drainage, sanitary sewer, water lines and other easements for public and private utilities described in Article IX-B of the Master Deed of Pebblecreek II, a condominium, as recorded in Liber 6549 at Pages 397 through 435, Oakland County Records and in Article XI, Section 2 of the Master Deed of Simsbury II, a condominium, as recorded in Liber 12735, at Pages 574 through 659, Oakland County Records, and in Article IX, Section 2 of this Consolidating Master Deed; also together with and subject to certain provisions for access easements, community facilities and maintenance thereof contained in Articles IX, X and XI of said recorded Master Deed of Simsbury II and in Articles VI, VII, VIII and IX of this Consolidating Master Deed; also subject to all other easements, restrictions, limitations and reservations of record and to all governmental limitations; further subject to the right of the public and any governmental unit in any part thereof taken, used or deemed for street, road or highway purposes; also together with and subject to easements as described and set forth elsewhere in this Consolidating Master Deed and Exhibits A and B hereto. Ent Simsbury condo

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units 175 18-34-351-000  
ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Consolidating Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Simsbury 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 Simsbury as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Area of Future Development. "Area of Future Development" means the area referred to as such in Article VI hereof and described on Sheet 4 of the Condominium Subdivision Plan.

Section 3. Association. "Association" means Simsbury Association, 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.

Section 4. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 5. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. Community Facilities. "Community Facilities" means the facilities which may be utilized by owners of Dwelling Units throughout the Simsbury Community, whether such Units are located in a single condominium project or a number of condominium projects or other residential developments as described in Article VII.

Section 7. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 8. Condominium Premises. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Simsbury as described above.

Section 9. Condominium Project, Condominium or Project. "Condominium Project", "Condominium", "Project" or "Development" means Simsbury as a Condominium Project established in conformity with the provisions of the Act.

Section 10. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 11. Consolidating Master Deed. "Consolidating Master Deed" means this Consolidating Master Deed which describes Simsbury as a completed Condominium Project and reflects the entire land area added to the Condominium from time to time under Article VI of the original Master Deed, as heretofore amended, and all Dwellings and Common Elements therein, and which expresses percentages of value pertinent to each Dwelling as finally readjusted. This Consolidating Master Deed, when recorded in the office of the Oakland County Register of Deeds shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. The term "Master Deed" wherever used in the Condominium Documents shall be deemed to include this Consolidating Master Deed.

Section 12. Construction and Sales Period. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Dwelling which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Dwellings or other residences or owns or holds an option or other enforceable purchase interest in land for residential development within one mile of the Condominium Premises.

Section 13. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Dwellings in the Condominium Project and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 14. Developer. "Developer" means Simwood Company, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 15. Dwelling, Unit or Condominium Unit. "Dwelling", "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Simsbury, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Section 16. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners were permitted to vote for the election of all Directors (except the Developer's delegate under Article XI, Section 2(2)(i) of the Bylaws) and upon all other matters properly brought before the meeting. Such meeting was held on October 15, 1991.

Section 17. Master Deed. "Master Deed" means the original Master Deed as recorded in Liber 9616, Pages 131 through 222, Oakland County Records, as amended from time to time.

Section 18. Restricted Access Community. "Restricted Access Community" means the entire land area and Dwelling Units entitled to share in the use of the Restricted Access Facilities described in Article VII. The Restricted Access Community may extend beyond the Simsbury Community.

Section 19. Simsbury Community. "Simsbury Community" means the land area, Dwellings and other improvements lying within the Area of Future Development which is ultimately determined to be the total area benefitting from any Community Facilities which may be constructed within Simsbury, Simsbury II or elsewhere within the Area of Future Development. The composition and ultimate area of the Simsbury Community remain somewhat indeterminate at the time of recording this Consolidating Master Deed. It is possible that the Simsbury Community may, as finally comprised, include a number of condominium projects, single-family homes or multi-family rental developments in various combinations, in the sole discretion of the Developer.

Section 20. Simsbury II. "Simsbury II" means the Condominium Project recorded in Liber 12735 at Pages 574 through 659, Oakland County Records, as the same may be amended from time to time.

Section 21. Township. "Township" means the Charter Township of West Bloomfield

Section 22. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association of Co-owners took office pursuant to an election in which the votes which could have been cast by eligible Co-owners unaffiliated with the Developer exceeded the votes which could have been cast by the Developer. The Transitional Control Date was October 15, 1991.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

(a) Land. The land described in Article II hereof and designated on Exhibit B as General Common Elements, including driveways, roads, sidewalks, and parking spaces not designated as Limited Common Elements.

(b) Electrical. The electrical wiring network throughout the Project up to, but not including, the electric meter for each Dwelling together with common lighting for the Project, if any is installed, and together with any inter-unit electronic communications system, if any is installed.

(c) Telephone. The telephone wiring network throughout the Project up to the point of entry into each Dwelling.

(d) Cable Television Wiring. The cable television wiring network, if any, throughout the Project up to the point of entry into each Dwelling.

(e) Gas. The gas line network throughout the Project up to, but not including, the gas meter for each Dwelling.

(f) Retention and Detention Ponds. Retention and detention ponds, to the extent any are included within the Condominium and any easements for the use of retention and detention ponds lying outside the Condominium Premises.

(g) Sanitary Sewer. The sanitary sewer system throughout the Project.

(h) Storm Drainage. The storm drainage system throughout the Project.

(i) Water. The water distribution system throughout the Project to the first valve inside a Dwelling and including all sprinkling system fixtures and

connections, as well as all sprinkling system controls whether located within or outside of any Dwelling, but only if installed by the Developer or by the Association.

(j) Plumbing. The plumbing network throughout the Project, including that contained within the walls of each Dwelling up to the point of connection to each plumbing fixture trap within each Dwelling.

(k) Building Structure. Foundations, supporting columns, Dwelling perimeter walls (including doors therein) and other walls as shown on Exhibit B, roofs, ceilings, floor construction and chimneys.

(l) Community Facilities. All Community Facilities or easements for the use thereof which may be added to Simsbury from time to time in accordance with the provisions of Articles VI and VII of this Master Deed.

(m) Beneficial Easements. All easements, if any, which may be created from time to time for the use of facilities lying outside the Condominium Premises including, without limitation, the roadway access, community facilities and utility easements referred to in Article II hereof.

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

Some or all of the utility lines, systems (including mains and service leads) and equipment described above may be owned by the local public authority, utility company or cable television company which provides the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Dwelling to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) Decks and Balconies. Each individual deck and balcony is restricted in use to the Co-owner of the Dwelling which opens into such deck and balcony as shown on Exhibit B hereto.

(b) Porches and Entry Decks. Each individual porch or entry deck is restricted in use to the Co-owner of the Dwelling which opens into such porch or entry deck as shown on Exhibit B hereto.

(c) Patio-Courts. Each individual patio-court specifically designated as such and the landscaping and improvements located therein are restricted in use to the Co-owner of the Dwelling which opens into such patio-court as shown on Exhibit B hereto.

(d) Patios. Each individual patio in the Project specifically designated as such is restricted in use to the Co-owner of the Dwelling which opens into such patio as shown on Exhibit B hereto.

(e) Garage Access Stairways. Each enclosed area, if any, marked "garage access stairway" on Exhibit B hereto shall be a Limited Common Element appurtenant to each Dwelling to which access is gained by the use of such stairway.

(f) Air-Conditioner Compressors. Each individual air-conditioner compressor, its pad and other equipment and accessories related thereto, together with the ground surface immediately below the pad, is restricted in use to the Co-owner of the Dwelling which such air-conditioner compressor services.

(g) Heat Tapes. Heat tapes installed on certain Dwellings by the Developer, by any Co-owner with the consent of the Association, or by the Association shall be limited in use to the Co-owner of the Dwelling which such heat tapes service. Nothing herein contained shall obligate Developer to install any such heat tapes whatsoever.

(h) Windows and Screens. Windows and screens shall be limited in use to the Owners of Dwellings to which they are attached.

(i) Garage Doors. Each individual garage door (including its hardware, garage door opener and transmitter) in the Project is restricted in use to the Co-owner of the Dwelling which such garage door services.

(j) Meters and Private Sprinkling Systems. The electric meter and gas meter for each Dwelling shall be Limited Common Elements appurtenant to such Dwelling. Any private sprinkling system for privacy areas or patio courts which may be installed by or at the

instance of a Co-owner at his expense (but only with Developer and Association approval) shall be a Limited Common Element appurtenant to his Dwelling.

(k) Garage Interiors. Each garage interior is appurtenant as a Limited Common Element to the Dwelling to which it is attached.

(l) Interior Surfaces. The interior surfaces of Dwelling and appurtenant garage perimeter walls (including doors therein), ceilings and floors contained within a Dwelling and its appurtenant garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Dwelling.

(m) Burglar and/or Fire Alarm Systems. Any burglar and/or fire alarm systems installed in a Dwelling and their controls are appurtenant thereto as Limited Common Elements.

(n) Electrical Wiring, Gas Lines, and Heating and Air-conditioning Ducts. Electrical wiring, gas lines and heating and air-conditioning ducts located in General Common Elements or which pass through Dwellings which they do not service shall be Limited Common Elements wherever so located and shall be appurtenant and limited in use to those Dwellings which they do service. Where heating and air-conditioning ducts service more than one Dwelling, they shall be Limited Common Elements appurtenant to the Dwellings which they service.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association.

(b) Limited Common Elements. The costs of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Association, except as follows:

(i) Wood Decks. The cost of maintenance, repair and replacement of each wood deck referred to in Article IV, Sections 2(a) and 2(b) shall be borne by the Co-owner of the Dwelling to which any such deck is appurtenant.

(ii) Patio-Courts and Patios. The cost of landscaping and maintenance of each patio-court or patio referred to in Article IV, Sections 2(c) and (d) shall be borne solely by the Co-owner of the Dwelling to which such patio-court or patio is appurtenant.

(iii) Garage Access Stairways. The costs of maintenance and decoration (but not repair or replacement except in case of Co-owner fault) of each garage access stairway area referred to in Article IV, Section 2(e) shall be borne by the Co-owner of the Dwelling to which such stairway area is appurtenant.

(iv) Air-Conditioner Compressors, Burglar and/or Fire Alarm Systems (if any), Garage Doors and Garage Door Hardware. The cost of repairing and replacing the air-conditioning compressors, burglar and/or fire alarm systems, if any, garage doors, garage door hardware, garage door openers and transmitters respectively referred to in Article IV, Sections 2(f), (i) and (m) shall be borne solely by each Co-owner utilizing such equipment. Uniformity in the appearance of garage doors is required in maintenance, repair or replacement of same by Co-owners and the Association may, as in all other similar instances, avail itself of the remedies set forth in Article XIX, subparagraphs (c) and (d) of the Bylaws for the default of any Co-owner under this provision.

(v) Heat Tapes. The costs of maintenance, repair and replacement, and cost of electricity for operation of each heat tape referred to in Article IV, Section 2(g) shall be borne by the Co-owner of the Dwelling serviced by such heat tape.

(vi) Plumbing Drain Traps. The cost of repairing, replacing or cleaning plumbing drain traps within a Dwelling shall be borne solely by the Co-owner thereof.

(vii) Window Glass and Screens. The maintenance, repair, replacement and interior and exterior maintenance of all window glass and screens referred to in Article IV, Section 2(h) and the costs thereof shall be borne by the Co-owner of the Dwelling to which any such windows and screens are appurtenant.

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(viii) Electricity, Gas and Water. All costs of electricity and natural gas flowing through the meters described in Article IV, Section 2(j) shall be borne by the Co-owner of the Unit to which such meters are appurtenant. Likewise the cost of installation, maintenance, repair and replacement of any private sprinkling system referred to in Article IV, Section 2(j) shall be borne by the Co-owner of the Dwelling to which the same is appurtenant.

(ix) Electrical Wiring, Gas Lines, Heating and Air-conditioning Ducts. The costs of maintenance, repair and replacement of the Limited Common Elements mentioned in Article IV, Section 2(n) (including the cost of opening any wall to gain access thereto) shall be borne entirely by the Co-owner of the Dwelling or Dwellings to which they are appurtenant; except that the cost of replacing any wall covering removed to gain such access shall be borne solely by the Owner of the Dwelling in which such wall covering is located.

(x) Surfaces. The costs of decoration, repair and replacement of all surfaces referred to in Article IV, Sections 2(k) and (l) shall be borne by the Co-owner of each Dwelling to which such surfaces are appurtenant.

(c) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such Limited Common Elements, all at the expense of the Co-owner of the Dwelling. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to

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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.

No Co-owner shall use his Dwelling 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 Dwelling or the Common Elements.

ARTICLE V

DWELLING DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Dwellings. Each Dwelling in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Simsbury attached hereto as Exhibit B. Each Dwelling shall include: (1) with respect to each Dwelling 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 Dwellings, all that space contained within the 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. Heating and air-conditioning ducts, electrical wiring and gas lines contained within the boundaries of a Dwelling shall be owned as an appurtenance thereof. The dimensions shown on basement and foundation plans in Exhibit B have been determined by the registered professional engineer or land surveyor who has prepared the Condominium Subdivision Plan. In the event that the dimensions on the measured foundation plan of any specific Dwelling differ from the dimensions on the typical foundation plan for such Dwelling shown in Exhibit B, then the typical upper-floor plans for such Dwelling shall be deemed to be automatically changed for that specific Dwelling in the same manner and to the same extent as the measured foundation plan.

Section 2. Percentages of Value. The percentage of value assigned to each Dwelling has been determined by calculation based upon relative sizes of various Dwellings. The percentage of value assigned to each Dwelling shall be determinative of each Co-owner's respective degree of undivided ownership interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds and expenses of 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. Set forth below are:

(a) Each Dwelling Number as it appears on the Condominium Subdivision Plan.

(b) The Percentage of Value assigned to each Dwelling.

(c) The Type of Dwelling for purposes of the occupancy limitation as set forth in Article VI, Section 1 of the Bylaws.

<u>Dwelling Number</u>	<u>Type of Dwelling</u>	<u>Percentage of Value Assigned</u>
1	Two-bedroom	1.4748
2	Two-bedroom	1.0434
3	Two-bedroom	1.2575
4	Two-bedroom	1.3194
5	Three-bedroom	1.4943
6	Two-bedroom	1.2403
7	Two-bedroom	1.3349
8	Two-bedroom	1.2578
9	Two-bedroom	1.3194
10	Two-bedroom	1.7164
11	Two-bedroom	1.0434
12	Two-bedroom	1.0434
13	Two-bedroom	1.3194
14	Two-bedroom	1.3194
15	Two-bedroom	1.2578
16	Two-bedroom	1.3194
17	Two-bedroom	1.0434
18	Two-bedroom	1.0434
19	Two-bedroom	1.2578
20	Two-bedroom	1.3194
21	Three-bedroom	1.4943
22	Two-bedroom	1.7164
23	Two-bedroom	1.3194
24	Three-bedroom	1.4943
25	Two-bedroom	1.2578
26	Two-bedroom	1.4748
27	Two-bedroom	1.0434
28	Two-bedroom	1.7164
29	Two-bedroom	1.3194
30	Two-bedroom	1.2578
31	Two-bedroom	1.3194
32	Two-bedroom	1.3194
33	Two-bedroom	1.2403
34	Two-bedroom	1.3349
35	Three-bedroom	1.4943
36	Two-bedroom	1.3194
37	Two-bedroom	1.4748
38	Two-bedroom	1.7164
39	Three-bedroom	1.4943

40	Two-bedroom	1.4748
41	Three-bedroom	1.4933
42	Two-bedroom	1.0434
43	Two-bedroom	1.2403
44	Two-bedroom	1.3349
45	Three-bedroom	1.4943
46	Three-bedroom	1.4943
47	Two-bedroom	1.0434
48	Two-bedroom	1.0434
49	Three-bedroom	1.4943
50	Two-bedroom	1.0434
51	Three-bedroom	1.4943
52	Three-bedroom	1.4943
53	Two-bedroom	1.3194
54	Two-bedroom	1.2578
55	Two-bedroom	1.2578
56	Two-bedroom	1.3194
57	Two-bedroom	1.0434
58	Two-bedroom	1.0434
59	Three-bedroom	1.4943
60	Three-bedroom	1.4943
61	Two-bedroom	1.2578
62	Three-bedroom	1.4943
63	Two-bedroom	1.3194
64	Two-bedroom	1.3194
65	Two-bedroom	1.3344
66	Two-bedroom	1.3194
67	Two-bedroom	1.5344
68	Two-bedroom	1.0434
69	Two-bedroom	1.5344
70	Two-bedroom	1.0434
71	Three-bedroom	1.5254
72	Two-bedroom	1.0434
73	Three-bedroom	1.5254
74	Two-bedroom	1.5344
75	Two-bedroom	1.3194
Total		100,0000

## ARTICLE VI

## AREA OF FUTURE DEVELOPMENT

Simsbury is the first condominium project established within a large area planned to contain in its entirety an indeterminate number of Dwellings, not to exceed 350, it being the purpose of Developer to develop a beautiful, harmonious residential community. Additional Dwellings, will be constructed within a land area described and depicted on Sheet 4 of the Condominium Subdivision Plan for this Consolidating Master Deed which land area is referred to in various places in this Consolidating Master Deed as the "Area of Future Development".

Simsbury will no longer be expanded and will, as a Condominium Project, remain at a size of 75 Units. Nevertheless, Simsbury will continue to share various benefits and burdens in common with other developments established within the Area of Future Development. The location, nature, appearance, design (interior or exterior) and structural components of all such additional Dwellings as may be constructed within the Area of Future Development shall be determined by Developer in its sole discretion subject only to approval by the Township pursuant to applicable ordinances of the Township. Such additional construction may take the form or forms of single family home development, additional condominium development, rental apartment development and or any other form or forms of or combination or combinations of such residential development. Pertinent provisions concerning shared usage and shared costs between and among Simsbury and other developments within the Area of Future Development are set forth elsewhere in this Consolidating Master Deed.

ARTICLE VII

COMMUNITY FACILITIES

Section 1. Pool Facility. Developer has constructed within this Condominium a swimming pool, pool deck area, bathroom area and pool equipment room (hereinafter called the "Pool Facility") for the purpose of serving the Simsbury Community as fully expanded and developed.

Section 2. Administration and Maintenance Facility. Developer has further constructed within this Condominium an office, conference room, basement area and maintenance garage (hereinafter called the "Administration and Maintenance Facility") for the purpose of serving the Simsbury Community as fully expanded and developed. The Administration and Maintenance Facility contains the pool bathroom area which shall be deemed part of the Pool Facility for maintenance purposes.

Section 3. Supplemental Recreational Facilities. Developer may, in its sole discretion, also construct other recreational facilities within the Simsbury Community including, but not limited to, tennis and/or paddle tennis courts (hereinafter called the "Supplemental Recreational Facilities") and hereby reserves the right to do so within the Area of Future Development described in Article VI hereof. Prior to construction of any Supplemental Recreational Facility the maintenance, repair and replacement costs of which are to be shared by the Co-owners in Simsbury, Developer shall first obtain the written consent of more than 50%, in number and in value, of the then Co-owners in Simsbury, and such consent

(coupled with any other necessary consents of persons outside Simsbury) shall be sufficient to permit Developer to build such facility and to bind all then-existing Co-owners (whether or not consenting to such construction) and all future Co-owners in Simsbury to thereafter contribute to the expenses of maintenance, repair and replacement of the Supplemental Recreational Facilities as expenses of administration of the Condominium. This paragraph is intended to make it possible to construct Supplemental Recreational Facilities in the future if the Developer and the majority of the then existing Co-owners (and any other persons elsewhere required) agree to such addition. Developer, at this time, has no definite intention to construct any Supplemental Recreational Facility and has no obligation to do so except pursuant to its discretionary election to do so and subject to the voting requirements prescribed above.

Section 4. Restricted Access Facilities. Simsbury is intended to be part of a community in which vehicular access by road will be limited. In connection therewith, there have been constructed a gatehouse and an entrance boulevard and there will be constructed a fence, landscaped areas and lighting between the fence and any abutting road and, perhaps, other facilities (collectively the "Restricted Access Facilities") which will serve the Condominium and other developments created within and contiguous to the Simsbury Community. The nature, extent and location of these Restricted Access Facilities are within Developer's sole discretion. The gatehouse initially operates and is staffed on a seven-day per week schedule as follows: six (6) hours each day from 1:00 p.m. to 7:00 p.m. As the Simsbury Restricted Access Community grows, it is intended that the gatehouse be staffed and operated on the following schedule: (i) when 100 Dwellings are occupied, twelve (12) hours per day from 7:00 a.m. to 7:00 p.m.; (ii) when 150 Dwellings are occupied, eighteen (18) hours per day from 6:00 a.m. to 12:00 p.m.; and (iii) when 200 Dwellings are occupied, (or, if the total Restricted Access Community is finally determined to be less than 200 units, when 95% of the total units therein have been occupied; or at such other time as may be agreed between the Developer and the Operating Committee) twenty-four (24) hours per day. Naturally, costs and other circumstances may dictate that a different schedule be observed, either during the period that the Developer administers the gatehouse or after the Simsbury Community residents assume control and that no lasting assurance can be given regarding the extent of such operation. While it has been generally intended that a full time Operations Manager would ultimately manage the gatehouse employees on a routine, daily basis and report to the joint Operating Committee described in Article VIII hereof, that eventuality cannot be deemed a certainty. Developer is entitled to control the policies, procedures, hiring practices, hours of operation or any other phase of the gatehouse operation until 100 Dwellings

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to be served thereby are complete. Thereafter, the Developer will turn over such responsibilities to the joint Operating Committee. It is also possible that the Restricted Access Facilities may serve other land contiguous to and extending beyond the Simsbury Community. All areas served by the Restricted Access Facilities shall be known as the Restricted Access Community. The nature and extent of the gatehouse, entrance boulevard, fence and other limitations on access are not such as are intended to be effective to preclude pedestrian access and there is not nor can there be any assurance that unauthorized persons can be excluded from the Condominium or other parts of the Restricted Access Community. In the event that the Simsbury Community is not expanded by the construction of Dwelling Units north of the stream which runs in an easterly/westerly direction at the northerly end of the Area of Future Development to which a road has been constructed from the existing Simsbury Community, no fence will be constructed at the northerly boundary of the Simsbury Community and the stream and adjoining wetlands areas will be an effective bar to vehicular traffic. The size of the Restricted Access Community may be enlarged at the discretion of the Developer or its assigns, within or beyond the Simsbury Community, but without expense for such enlargement to the Co-owners in Simsbury. Such enlargement may include more than the 350 Dwellings to which the Simsbury Community will be limited. It is not anticipated that the entire Restricted Access Community will be completed for some time, and it is the Developer's intention to add to the fence from time to time as it deems appropriate. Nothing herein contained shall be construed as requiring completion of any fence located on the perimeter of Simsbury or any adjoining area until such time as the entire Restricted Access Community, as determined by the Developer, has been completed. Each Co-owner in Simsbury shall pay a proportionate share of the expenses of perpetual maintenance of the Restricted Access Facilities (including without limitation the fence, any landscaping and lighting lying between the fence and any abutting road, and any walls, gates, guardhouses, adjoining areas, related facilities, security equipment, guards and administrative and clerical personnel) as are ultimately established and maintained in conjunction with the Restricted Access Community. Such proportionate share shall be based upon the ratio of Dwellings in this Condominium to the total number of Dwellings contained within the entire Restricted Access Community as the same may exist from time to time. Under no circumstances shall the Developer be required to subsidize any expenses of operation of the Restricted Access Facilities. There shall exist for the benefit of any public authority having jurisdiction or any emergency service agency, perpetual easements for the use by municipal and/or emergency vehicles of the roadways in the Condominium Project for the purposes of ingress and egress to provide, without limitation, fire and police protection, water and sewer services, ambulance and

rescue services, telephone, gas and electric services and services for cable television, if installed, and other lawful governmental or private emergency services to the Restricted Access Community and all Owners of Dwellings therein.

Section 5. Retention and/or Grant of Easements for Usage and Obligation for Support of Community Facilities. It is intended that the Pool Facility, Administration and Maintenance Facility and any Supplemental Recreational Facility have been or will be designed for the use of occupants of Dwellings in the Sinsbury Community, not exceeding the occupants of 350 such Dwellings. The Restricted Access Facilities have been or will be designed for the use of an indeterminate number of occupants of Dwellings which may exceed 350 and which may extend beyond the Area of Future Development. The Pool Facility, Administration and Maintenance Facility, Supplemental Recreational Facilities and Restricted Access Facilities are hereinafter sometimes referred to collectively as the "Community Facilities." Any Community Facilities which are located within Sinsbury as General Common Elements have been so located only for convenience of administration, it being intended that the benefits and obligations relative to the Community Facilities be shared by all persons and land areas benefitted thereby regardless that Sinsbury is only a part thereof. Such facilities may be utilized, as provided below, by the occupants of Dwellings located in the land described in Article II hereof together with all Dwellings located in the Area of Future Development described in Article VI hereof (and, in the case of Restricted Access Facilities, the areas contiguous to the Area of Future Development) regardless of the nature of such Dwellings and regardless of whether the same are located within Sinsbury or within other residential developments of varying types. Since the ultimate sizes and types of developments within the Area of Future Development and the areas contiguous thereto depend on market conditions from time to time and is not, therefore, presently predictable, it is possible that the Area of Future Development and the areas contiguous thereto may ultimately consist of one or more condominium projects, multi-family rental or single-family residential developments. The Developer, therefore, reserves the right on behalf of itself, its successors and assigns as owner of any single-family or multi-family Dwelling for sale or for rent, owned by it, its successors or assigns, located in the land described in said Articles II or VI to utilize the Community Facilities, already constructed or which may be constructed, upon payment of a proportionate share of the expenses of repair, maintenance, operation and replacement of such facilities. The share of such expenses attributable to each such Dwelling shall be determined by multiplying the expenses of repair, maintenance, operation and replacement of the Community Facilities times a fraction, the numerator of which is one and the denominator of which is the number of

completed and occupied Dwellings (as defined in Article II, Section 8 of the Bylaws) entitled to use and obligated to support such facilities pursuant to the easements described herein. The owner of more than one Dwelling shall pay the requisite share of such expenses attributable to each Dwelling so owned. Any right to utilize said facilities by any person other than the Developer and Co-owners in Simsbury shall be created by a specific recorded instrument granting or assigning such right and expressly imposing upon the owner of such Dwelling and his successors in title the obligation to bear the requisite proportionate share of such expenses. In no event, however, shall the owners or occupants of more than 350 Dwellings be entitled to use the Pool Facility, Administration and Maintenance Facility and Supplemental Recreational Facilities. It is presently intended that any Community Facilities which are constructed will be included as General Common Elements in Simsbury or in Simsbury II subject to the retained easements and usage rights for Dwellings located outside Simsbury as set forth above. At Developer's election, however, all or any portion or portions of Community Facilities which are constructed may be located and remain outside Simsbury and/or Simsbury II subject to the obligation of Developer to cause easements for the use and enjoyment thereof to be established by appropriate recorded documents. Such documents shall confer and impose upon the Owners of Dwellings in Simsbury and such Owners shall be deemed to accept substantially the same beneficial rights, responsibilities and obligations with respect to such outside Community Facilities as would have existed if the Community Facilities had been included in Simsbury subject to the rights and obligations of others outside Simsbury to use and enjoy the same pursuant to the provisions of this Consolidating Master Deed. The expenses of repair, maintenance, operation and replacement of the Community Facilities shall be deemed to include, but not necessarily be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain and repair said facilities, supplies incident thereto, real and personal property taxes in connection therewith, and in general, all expenses reasonably necessary or incident to the operation, maintenance and repair of said facilities. The easement for the use of the Community Facilities retained hereunder shall also include a perpetual easement over Simsbury for reasonable pedestrian and vehicular ingress and egress to and from said Community Facilities for the reasonable use thereof by all persons entitled to such use. Extensive provisions relative to the operation of the Community Facilities are set forth in Article VIII of this Consolidating Master Deed.

ARTICLE VIII

OPERATION OF THE COMMUNITY FACILITIES

The level and frequency of maintenance, repair and replacement of the Community Facilities shall be determined and performed in accordance with the following requirements:

Section 1. Standards of Maintenance. The Community Facilities shall be maintained at all times in a first-class condition consistent with the highest standards of maintenance of Simsbury and the other Dwellings within the land areas benefited by the Community Facilities. Simsbury and Simsbury II are hereinafter sometimes referred to as "Benefitted Areas" and such other areas located beyond the perimeter of Simsbury and Simsbury II may hereinafter be referred to from time to time as "Other Benefitted Areas".

Section 2. Sharing of Maintenance Expenses for Community Facilities. All costs of administration, maintenance, repair and replacement of the Community Facilities, their furnishings and fixtures or any portion thereof and all costs of staffing the gatehouse which comprises a part of the Restricted Access Facilities shall be borne by the Owners of all completed Dwellings in the Benefitted Areas and completed Dwelling Units within the Other Benefitted Area entitled to use the same on a pro rata basis. Thus, there shall be chargeable to each development within which completed Dwelling Units are located a fraction of such costs, the numerator of which fraction shall be the number of completed Dwelling Units in such development and the denominator of which shall be the total number of completed Dwelling Units within all Benefitted Areas and Other Benefitted Areas using the cost-shared facility at the time the fraction is determined. The Benefitted Areas and Other Benefitted Areas which enjoy the use of the Restricted Access Facilities and are responsible for contributing to its support may extend beyond the Benefitted Areas and Other Benefitted Areas which enjoy and support the Pool Facility, Administration and Maintenance Facility and the Supplemental Recreation Facility.

Section 3. Administration of Community Facilities. Until 100 Dwelling Units are completed and occupied, the Developer, in its discretion, shall be entitled to administer and make all operating decisions with regard to the Community Facilities. After 100 Dwellings have been completed and occupied in the Simsbury Community (at such earlier time as may be determined by Developer in its sole discretion), decisions relating to the administration and maintenance of the Community Facilities shall be made by a representative operating committee (hereinafter called the "Operating Committee") comprised of at least three (3) persons with at least one

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representative to be selected from each Benefitted Area and Other Benefitted Area whose occupants are entitled to use the Community Facilities and one representative selected by the Developer. So long as there is no Benefitted Area or Other Benefitted Area other than Simsbury and Simsbury II, a delegate chosen by each of the Boards of Directors of the Simsbury Association and Simsbury II Association shall comprise the Operating Committee together with the Developer's representative. Each time an additional development is established within the Benefitted Areas or Other Benefitted Areas, a delegate from such development shall be appointed to the Operating Committee by the entity responsible for administration of such development. Each delegate appointed shall serve for one year unless his appointment is terminated sooner by the terms of his appointment or by appointment of a replacement delegate by the entity responsible for the administration of such development. The Operating Committee shall meet at least once a month at mutually satisfactory times.

Section 4. Voting Within the Operating Committee.  
 voting of the members of the Operating Committee shall be on a weighted basis with each separate development within each Benefitted Area or Other Benefitted Area to have as many votes as there are completed Dwelling Units located within such development. The votes relative to a development must be cast on a unified basis even though more than one delegate of such Area serves as a member of the Operating Committee. The Developer's representative on the Operating Committee shall have votes equal to the number of units with respect to which Developer is paying assessments under Section 6 of this Article VIII at the time of voting; provided, however, that the Developer's representative on the Operating Committee shall at no time have less than one vote so long as there remains undeveloped land within the area which may be or become a Benefitted Area or Other Benefitted Area. No vote of the Operating Committee to modify or change the Community Facilities as constructed by the Developer or the manner, extent, timing, scope or standards of operation as set forth in Articles VIII or IX hereof or as may have been established by Developer, in its discretion, as of the time 100 dwelling units are completed and occupied, shall be effective without the written approval of the Developer so long as the Construction and Sale Period continues or so long as the Developer or a related business entity owns or holds an interest in any land within one mile of the Restricted Access Community, whichever period is longer; provided, however, that Developer shall not unreasonably withhold its consent to changes proposed by the joint Operating Committee which are of general benefit to the Restricted Access Community and which do not discriminate against Developer, its development, construction or marketing activities. If the Developer and the Operating Committee jointly determine it to be feasible to monitor access to the

Restricted Access Community electronically during a portion of the day, then the Operating Committee and the Developer, by Agreement, may implement such a program to eliminate staffing of the gatehouse during certain hours.

**Section 5. Administration and Maintenance.** Regardless of the identity or composition of the Operating Committee, all decisions relative to the administration and maintenance of the Community Facilities shall be governed by the following standards:

(a) The Community Facilities shall be fairly administered for the benefit of all owners of Dwelling Units within the Benefitted Areas and other Benefitted Areas and with due regard to the Developer's interest in any land which is or may become a Benefitted Area or Other Benefitted Area.

(b) An annual operating budget for said Community Facilities shall be prepared (which budget shall be separate from the general operating budget of Simsbury or any other development within the Benefitted Areas or Other Benefitted Areas), and all expenditures shall be consistent with said budget and subject to audit by all parties affected thereby.

(c) Said budget shall provide reasonable, economical and efficient maintenance of the Community Facilities in accordance with Section 5(a) above.

(d) Rules and policies relating to the use of the Community Facilities may be adopted by a two-thirds (2/3) majority of the members of the Operating Committee. Such rules and policies may also be adopted or changed by the affirmative vote of two-thirds (2/3) of the eligible votes attributable to owners of all completed Dwelling Units within the Benefitted Areas and Other Benefitted Areas with each such owner to have as many votes as he owns completed Dwelling Units. All such rules and policies which are thus adopted or modified by the Operating Committee or by a two-thirds (2/3) majority of the owners of completed Dwelling Units shall be equitable and nondiscriminatory as to all users.

**Section 6. Assessments and Collection.** Assessment and collection of amounts due shall occur in the following manner:

(a) The budget for maintenance of the Community Facilities shall be prepared on a calendar year basis and shall be completed by the Operating Committee on or before November 1 of each year.

(b) The persons and entities responsible for administration of all developments within the Benefitted Areas and Other Benefitted Areas shall supply the Operating Committee with the actual number as well as the estimated number of completed Dwelling Units which will exist in the respective developments during the calendar year on a month by month basis.

(c) An estimated monthly charge per Dwelling Unit shall then be determined utilizing the budget prepared pursuant to Section 4(a) and the estimates furnished pursuant to Section 5(b). The amount due for each month from each administering entity shall then be determined by multiplying the number of completed Dwelling Units within such development on the last day of the preceding month times the estimated monthly charge per Dwelling Unit.

(d) The amounts thus determined to be due for each month shall be remitted on the first day of each succeeding month to the Operating Committee. All costs referred to in Section 2 of this Article VIII shall be paid by the Operating Committee as agent for all Benefitted Areas and Other Benefitted Areas.

(e) At the end of each calendar year, the Operating Committee shall recompute amounts due from each development within a Benefitted Area or Other Benefitted Area based upon the actual number of completed Dwelling Units in existence from time to time and the actual costs incurred and promptly invoice and collect any deficiencies from the owner of, or any condominium established within, any such Benefitted Area or Other Benefitted Area which may be shown thereby to be due and/or credit any excess shown thereby to have been received from any such owner of, or any condominium established within, a Benefitted Area or Other Benefitted Area against the amounts to become due from such owner during the first month (or months if the amount to be credited exceeds one month's liability) of the following year of operations.

(f) In the event that any Co-owner fails or refuses to pay any amount or any portion of an amount determined by the Operating Committee to be due with respect to his or her Dwelling Unit under Section 5(c) above, then such amount shall be collectible in the same manner as all other assessments levied by the Association under the Condominium Documents. If the Association fails to enforce collection of or fails to remit amounts becoming due and payable to the

Operating Committee under this Section 6, then the Operating Committee and/or any one or more of the persons and/or entities which it represents may (1) maintain an action against the Association for payment thereof by the Association or to compel assessment, collection and remittance by the Association and/or; (b) maintain an action against any one or more Co-owners who have failed to pay such amounts and/or enforce against such non-paying Co-owner and his or her Unit the Association's customary lien for non-payment of assessments which collection and lien procedures shall apply with equal force to amounts determined by the Operating Committee to be due under this Section as to all Association assessments generally.

Section 7. Resolution of Disputes. All disputes between parties entitled to the use of the Community Facilities shall be subject to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the dispute. There shall be a single arbitrator who shall be designated pursuant to such Rules.

Section 8. Benefitted Areas Outside the Simsbury Community. It is possible hereunder that the number of persons within the Benefitted Areas and Other Benefitted Areas who are entitled to benefit from the Restricted Access Facilities and who are required to contribute to its support may exceed the number of persons who are so entitled and obligated with respect to the Pool Facility, the Administration and Maintenance Facility and the Supplemental Recreational Facilities. If so, then the Operating Committee shall be comprised, from time to time, of such additional members as may be required to provide representation on behalf of such Other Benefitted Areas outside the Simsbury Community as are entitled to use the Restricted Access Facilities; provided, however, that such additional representatives shall be entitled to vote only with respect to such issues as effect the Other Benefitted Areas which they represent. Thus, Committee members whose Other Benefitted Areas do not benefit from the Pool Facility, the Administration and Maintenance Facility or the Supplemental Recreational Facilities shall not be permitted to vote with respect thereto.

ARTICLE IX

EASEMENTS

Section 1. Structural Easements.

In the event any portion of a Dwelling or Common Element encroaches upon another Dwelling or Common Element due to

slitting, 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 Dwelling 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 Dwelling interior wall which supports a Common Element.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) Roads. Developer plans to continue to improve and develop additional land located as described in the Area of Future Development and within the Restricted Access Community. Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads in the Condominium as shown on the Condominium Subdivision Plan, as amended from time to time, for the purposes of ingress and egress to and from all or any portion of the Area of Future Development described in Article VI and any lands contiguous to said Area of Future Development (whether or not the land is for residential or commercial use), for purposes of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purposes of access to other residential projects within the Area of Future Development and lands contiguous thereto by the owners and occupants thereof and their invitees, successors and assigns. In order to achieve the purposes of this Article and of Article VI of the original Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of said Area of Future Development and lands contiguous thereto by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over said General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium or in the Area of Future Development or lands contiguous thereto, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of

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the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections in connection with the installation thereof or in connection with its construction, development and sales activities. Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All expenses of maintenance, repair, replacement and resurfacing of any road in the Condominium shall be borne by all Units in this Condominium. The Co-owners in this Condominium shall also be responsible from time to time for payment of a proportionate share of the expenses of maintenance, repair, replacement and resurfacing of Simsbury Drive and a portion of Danbury Drive lying within Simsbury II (which provide easement access to this Condominium as depicted on Exhibit B hereto and are hereinafter referred to collectively as the Simsbury Access Easement) which share shall be determined by multiplying such expenses times a fraction, the numerator of which is 75, and the denominator of which is 75 plus the total number of all completed Dwellings within Simsbury II and any other residential developments whose closest means of access to a public road is over Simsbury Drive.

Responsibility for initiation of policies, procedures and actions with respect to maintenance, repair and replacement of the Simsbury Access Easement shall, in the first instance, be borne by the Board of Directors of the Simsbury II Association. Such road shall be maintained, repaired and replaced by the Simsbury II Association as a General Common Element of Simsbury II in first class condition at all times in accordance with generally accepted maintenance standards for roads of similar construction. If the Simsbury II Association elects to make a substantial improvement to any such road, it shall solicit three (3) bids for the necessary work from responsible contractors and submit the same for review to the directors of the Simsbury Association and the Simsbury Association directors may, in turn, obtain additional bids on their own. In case of a dispute as to which bidder shall be awarded the improvement contract, the award shall be made to the lowest responsible bidder. Any unresolved dispute between the Simsbury Association, the Simsbury II Association and/or other residential developments as to the nature, extent or standards of maintenance of or any other subject concerning the Simsbury Access Easement shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect with a decision to be made by a single arbitrator selected in accordance with the Rules.

(b) Utilities. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI as the Area of Future Development or any portion or portions thereof, and any other land contiguous to the land described in Article VI as the Area of Future Development (whether or not the same is for commercial or residential use), perpetual easements to utilize, tap, tie into, extend and enlarge all utilities located within the Condominium Premises, including, but not limited to, water, gas, electrical, telephone, cable television, if any, storm and sanitary sewer mains and retention ponds. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

(c) Community Facilities. Developer reserves for the benefit of itself, its successors and assigns, all easements and rights to use and obtain access to the Community Facilities as generally set forth in Article VII of this Consolidating Master Deed and as more specifically described in Section 5 of Article VII.

(d) Confirmation of Specific Easements by Subsequent Recordings. All easements created and reserved by and to the Developer, its successors and assigns under Articles VI, VII, VIII and this Article IX or anywhere else in this Consolidating Master Deed or in the Condominium Documents may be specifically confirmed, defined, clarified or otherwise established by Developer with reference to other properties lying within the Area of Future Development or within the Restricted Access Community and the owners thereof by instruments duly prepared by or at the instance of Developer from time to time including, without limitation, master deeds, declarations of easements and other documents as may be executed and recorded by Developer, its successors and assigns.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, cable television purposes, access purposes or other lawful purposes as may be necessary for the benefit of the

Condominium or for the benefit of any other land referred to in Article VI hereof; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Dwellings and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Dwelling or its appurtenant Limited Common Elements and the right of Developer to gain access to Dwellings or Common Elements to perform work for which it is obligated to the Association or to any Co-owner.

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

ARTICLE X

AMENDMENT

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

Section 1. Co-Owner Consent. No Dwelling dimension may be modified without the consent of the Co-owner of such

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Dwelling nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Dwelling to which the same are appurtenant.

Section 2. By Developer. Prior to one year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Consolidating Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to depict the Condominium and its improvements in an "as-built" manner, 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 diminish any rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 3. Change in Value of Vote, Maintenance Fee and Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Dwelling be modified without like consent, except as provided in Article V, Section 5(c) of the Bylaws and except as provided in Article V hereof.

Section 4. Mortgage Approval. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee unless the Amendment would materially alter or change the rights of a mortgagee, in which event 56-2/3% of the Mortgagees shall approve such Amendment, giving one vote for each mortgage held.

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

Section 6. Developer Approval. No amendment to this Master Deed shall be effective without the written consent of the Developer so long as the Developer continues to offer any

Dwelling in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of construction of Dwellings on the land described in Article VI of the original Master Deed. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

ARTICLE XI

ASSIGNMENT

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

ARTICLE XII

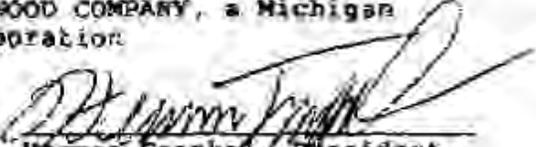
GENERAL

This Consolidating Master Deed is prepared and recorded pursuant to the powers and authority granted to Developer in Articles VI and VIII of the original Master Deed for the Project as recorded in Liber 9616, Pages 131 through 222, Oakland County Records, and shall supersede in its entirety said original Master Deed as subsequently amended. The Bylaws originally attached as Exhibit A to said Master Deed, recorded as aforesaid, are incorporated by reference herein and an updated copy thereof is attached hereto as Exhibit A. The Condominium Subdivision Plan originally attached as Exhibit B to said Master Deed, and as subsequently amended by the First through Fifth Amendments to the Master Deed, is hereby replaced and superseded in its entirety by Exhibit B attached hereto which is incorporated herein by reference.

WITNESSES AS TO BOTH  
SIGNATURES:

SIMWOOD COMPANY, a Michigan  
corporation

  
Leslie A. Rebtov

By:   
Herman Frankel, President

  
Nancy M. Plungis

By:   
Barbara Frankel, Secretary

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF OAKLAND )

On this 12th day of January, 1994 the foregoing Consolidating Master Deed was acknowledged before me by Herman Frankel and Barbara Frankel, the President and Secretary, respectively, of Simwood Company, a Michigan corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Leslie A. Rebov

Notary Public, Oakland County  
Michigan

My commission expires LESLIE A. REBOV  
Notary Public, Oakland County, MI  
My Commission Expires Sept 12, 1998

Consolidating Master Deed drafted by:

William T. Myers of DYKEMA GOSSETT  
505 North Woodward Ave., Suite 3000  
Bloomfield Hills, Michigan 48304

When recorded, return to drafter