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Lisa Brown, Clerk/Register of Deeds

**SEVENTH AMENDMENT TO THE CONSOLIDATING MASTER DEED OF
SIMSBURY**

This Seventh Amendment to the Consolidating Master Deed of Simsbury (“Amendment”) is made and executed this 4th day of November, 2022, by Simsbury Association, a Michigan nonprofit corporation (the “Association”), in accordance with the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the “Condominium Act”).

RECITALS:

A. The Association, the nonprofit corporation organized for the administration and management of Simsbury (the “Condominium”), a condominium project established pursuant to the Consolidating Master Deed recorded in Liber 14358, Page 633 et seq., as amended by the First Amendment recorded in Liber 15763, Page 752 et seq., the Second Amendment recorded in Liber 17346, Page 470 et seq., the Third Amendment recorded in Liber 20713, Page 124 et seq., the Fourth Amendment recorded in Liber 41993, Page 575 et seq., the Fifth Amendment recorded in Liber 51419, Page 665 et seq., and the Sixth Amendment recorded in Liber 54430, Page 303 et seq., Oakland County Records (as amended, the “Master Deed”), and known as Oakland County Condominium Subdivision Plan No. 469, desires to amend the Master Deed and Condominium Bylaws, Exhibit A to the Master Deed (the “Condominium Bylaws”), pursuant to the authority granted by Sections 90 and 90a of the Condominium Act (MCL §§559.190 and 559.190a), for the purposes of (1) clarifying the responsibility for the maintenance, repair and replacement of gutters and downspouts, (2) changing the responsibility for the maintenance, repair and replacement of windows and door-walls, and (3) adding a capital contribution requirement for Unit sales.

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

NOW THEREFORE, the following changes are made to the Master Deed and the Condominium Bylaws:

1. Article IV, Section 3(a) of the Master Deed shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following new Section 3(a):

(a) General Common Elements. The maintenance, decoration, repair and replacement of all General Common Elements, including all costs, shall be

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borne by the Association, except for door-walls which are the responsibility of the Co-owner of the Unit appurtenant to such door-wall.

2. Article IV, Section 3(b)(vii) of the Master Deed shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following new Section 3(b)(vii):

(vii) Windows and Door-walls. The maintenance, decoration, repair, and replacement, of all windows and door-walls, including their glass, frames, storms, locks, hardware, thresholds, sills and weather stripping, and including all associated costs, shall be borne by the Co-owner of the Unit appurtenant to such window or door-wall.

3. Article IV, Section 3 of the Master Deed shall, upon recording of this Amendment with the Oakland County Register of Deeds, be amended to include the following new Section 3(d):

(d) Gutters. The maintenance, decoration, repair, and replacement of all gutters and downspouts shall be the sole responsibility of the Association, provided, however, that all costs incurred shall be assessed to the Unit and borne by the Co-owner of the Unit appurtenant to such gutter.

4. Article II of the Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be amended to include the following new Section 11:

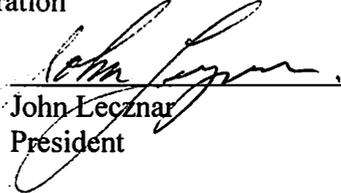
Section 11. Capital Contribution upon Sale of Unit. Except for a transfer by gift or inheritance, upon the sale or conveyance of a Unit, by deed or otherwise, the purchaser shall pay to the Association a mandatory capital contribution equal to 3 months of regular assessments based upon the regular assessment for the calendar year in which the Unit sale occurs. This fee shall be considered an assessment and is subject to all other remedies available to the Association for the collection of assessments.

5. In all other respects, the Master Deed, including the Condominium Bylaws and the Condominium Subdivision Plan, as previously recorded, are ratified and confirmed.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

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

Simsbury Association, a Michigan Nonprofit Corporation

By: 
Name: John Lecznar
Title: President

STATE OF MICHIGAN)

) SS:

COUNTY OF OAKland)

The foregoing instrument was acknowledged before me this 4th day of November, 2022 by John Lecznar, the President of Simsbury Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.


Margaret Lawrence, Notary Public
OAKland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 5-16-24

Document drafted by and when recorded return to:
Evan M. Alexander, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

I, Lloyd Silberman, being first duly sworn, depose and state as follows:

1. I am the managing agent for Simsbury Association, the corporation named in and which executed the Amendment to the Consolidating Master Deed of Simsbury.
2. The Amendment to the Consolidating Master Deed of Simsbury was submitted to all Co-owners of Units in Simsbury for the purpose of voting on such documents. The Co-owners approved the documents by a vote of more than two-thirds of all Co-owners entitled to vote.


Lloyd Silberman

Acknowledged, subscribed and sworn to before me
this 4th day of November, 2022.

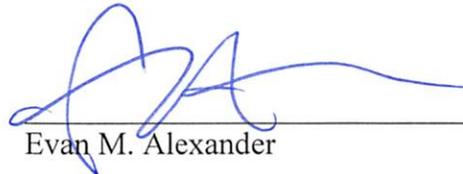

Margaret Lawrence Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: 5-16-24

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, Evan M. Alexander, being first duly sworn, depose and state as follows:

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



Evan M. Alexander

Acknowledged, subscribed and sworn to before me this 7th day of November, 2022.

Daria Bilokopyta

 Daria Bilokopyta, Notary Public
 Oakland County, Michigan
 Acting in Oakland County, Michigan
 My Commission Expires: October 25, 2027

DARIA BILOKOPYTA
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF OAKLAND
 MY COMMISSION EXPIRES Oct 25, 2027
 ACTING IN COUNTY OF *Oakland*