

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by ENSIGN BICKFORD REALTY CORP., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of

A certain piece or parcel of land located on the northerly side of West Street in the Town of Simsbury, State of Connecticut, being shown on a map entitled "Plan of Sub-division Land Owned by Ensign Bickford Realty Corp. Maple Court & Old Mill Lane Simsbury, Connecticut Scale 1" = 40' May 1976" certified substantially correct in accordance with Class A-2 of the Code of the Connecticut Technical Council, Inc., Edward F. Reuber, Surveyor Hodge Surveying Associates, P.C., which map is on file in the Office of the Town Clerk of said Simsbury, and being more particularly bounded and described as follows:

A certain piece or parcel of land situated on the northerly side of West Street in the Town of Simsbury and State of Connecticut as shown on a certain map entitled "Plan of Subdivision Land Owned By Ensign Bickford Realty Corp. Maple Court and Old Mill Lane Simsbury Conn. Scale 1" = 40' May, 1976 Certified Substantially Correct in Accordance with Class A-2 of the Code of the Connecticut Technical Council, Inc. Edward F. Reuber, Surveyor Hodge Surveying Associates, P.C."

Commencing at a point in the northerly street line of said West Street which point marks the Southwesterly corner of Lot #7 as shown on said map; thence running North $75^{\circ}55'42''$ East a distance of 323.18 feet to a point; thence running North $14^{\circ}4'18''$ West a distance of 70.46 feet to a point; thence running North $25^{\circ}40'49''$ East a distance of 26.22 feet to a point; thence running North $2^{\circ}55'45''$ West a distance of 40.00 feet to a point; thence running South $87^{\circ}4'15''$ West a distance of 31.90 feet to a point; thence running North $2^{\circ}55'45''$ West a distance of 30.00 feet to a point; thence running North $22^{\circ}24'21''$ East a distance of 45.15 feet to a point; thence running North $69^{\circ}25'30''$ West a distance of 170.29 feet to a point; thence running South $78^{\circ}00'00''$ West a distance of 66.29 feet to a point; thence running North

12°00'00" West a distance of 16.50 feet to a point; thence running along the arc of a curve to the left having a radius of 35.00 feet a distance of 92.77 feet to a point; thence running South 78°00'00" West a distance of 59.13 feet to a point; thence running along the arc of a curve to the left having a radius of 87.00 feet a distance of 109.85 feet to a point; thence running North 84°20'41" West a distance of 20.00 feet to a point; thence running South 80°44'34" West a distance of 62.89 feet to a point; thence running South 25°2'18" East a distance of 116.59 feet to a point; thence running South 34°2'5" East a distance of 100.80 feet; thence running along the arc of a curve to the right having a radius of 18.77 feet a distance of 30.68 feet; thence running North 77° 31' 4" East a distance of 72.96 feet, more or less, to the point of beginning.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to MAPLE COURT HOME OWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Residential Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, including improvements thereon and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 4. "Common Area" shall mean the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Residential Unit includes Parcels A and B and all of the street identified as Maple Court in the above mentioned map.

Section 5. "Lot" shall mean and refer to any plot of land within the Properties to be owned in fee simple by an Owner or Owners upon which a Residential Unit is erected.

Section 6. "Residential Unit" shall mean and refer to any portion of a building situated upon the Properties which is designed and intended for use and occupancy as a residence by a single family together with the Lot upon which such building is located.

Section 7. "Garage" shall mean and refer to a garage building located on Common Area. Each Owner shall enjoy the right to use a separately described portion of a garage which shall be assigned to each Owner by the Association for normal garage purposes to the Exclusion of other Owners.

Section 8. "Declarant" shall mean and refer to ENSIGN PICKFORD REALTY CORP.

Section 9. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with and not be separated from the title to every Residential Unit, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject

to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the Members of his family, his tenants, or contract purchasers who reside in such Owner's Residential Unit.

Section 3. Encroachments. In the event any portion of any structure on the Common Area encroaches upon any Lot or any structure on any Lot encroaches upon the Common Area or another Lot as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 4. Easements and Restrictions to which Properties and Common Area are Subject. The Properties and Common Areas are subject to the easements and restrictions set forth in this Section 4:

a. The Declarant reserves to itself, its successors and assigns, the perpetual right, privilege and easement, to pass and repass, in common with others, over and across that private road designated as Maple Court on the hereinbefore referred to map, for all purposes for which a public highway may be used, together with the following:

- (1) The perpetual right, privilege and easement, to enter upon said private road to construct, install, maintain, repair and replace all usual underground utilities; and

(2) The perpetual right, privilege and easement, to enter upon said private road, for the purposes of interconnecting with any and all underground utilities as may be presently located within said private road.

b. The Declarant reserves to itself, its successors and assigns, the perpetual right, privilege and easement, to flow and discharge sewage in and through sanitary sewer lines, as may be presently located on the herein described premises, from other land located adjacent or near thereto, owned by the Declarant or serviced by said sanitary sewer lines, together with the perpetual right, privilege and easement, to enter upon the herein described premises, to maintain, repair and replace said sewer lines.

c. Lots 1-13 inclusive and Parcels A and B as shown on the hereinbefore referred to map, are subject to the rights in favor of all Owners to use sanitary sewer lines and water pipelines as may be presently located on said Lots No. 1-13 inclusive and Parcels A and B to maintain, repair or replace said sanitary sewer lines and water pipelines.

d. The herein described premises are subject to an easement executed by Ensign Bickford Realty Corp. in favor of The Village Water Company of Simsbury, dated , 1977 and recorded in the Simsbury Land Records.

e. Every party having any right of entry upon the herein described premises as more particularly set forth in Paragraphs 1, 2, 3 and 4 above accepts the same upon the further condition that upon the completion of any construction, installation, maintenance, repair, or replacement, the premises shall be restored to substantially their original state or condition.

f. The herein described premises are subject to such water pipelines and sanitary sewer lines as may be presently located on said premises.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Residential Unit which is subject to an assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit which is subject to assessment.

Section 2. The Association shall have two classes of voting membership

Class A. Class A Members shall be all Owners with the exception of the Declarant so long as it is a Class B member and shall be entitled to one vote for each Residential Unit owned. When more than one person holds an interest in any Residential Unit, all such persons shall be Members. The vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Residential Unit, nor shall fractional votes be permitted.

Class B. The Class B Member shall be the Declarant and it shall be entitled to three (3) votes for each Residential Unit owned until such time as Declarant's Class B membership ceases and is converted to Class A membership pursuant to the Certificate of Incorporation of the Association. In no event shall Declarant's Class B membership extend beyond January 1, 1979 at which time the Class B membership shall cease and be converted to Class A membership.

Section 3. The right of a Member to vote shall be subject to the right of the Association to suspend such right for any period during which an assessment against his

Residential Unit remains delinquent; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Residential Unit owned, hereby covenants, and each Owner of a Residential Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, and assessments pursuant to Section 12 of Article IV, together with interest, costs and reasonable attorney's fees, shall be a charge on the Residential Unit and appurtenant easement and shall be a continuing lien upon the Residential Unit and appurtenant easement. Each such assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Residential Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title or interest unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area and the buildings and other improvements erected upon the Properties, and for the establishment and maintenance of a reasonable and adequate reserve for capital replacements.

Section 3. Maximum Annual Assessment. Until January 1 of 1978 the maximum annual assessment shall be Two Hundred Dollars (\$200.00) per Residential Unit.

(a) From and after January 1, 1978, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the Members.

(b) From and after January 1, 1978, the maximum annual assessment may be increased above 6% by a vote of two thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Annual Assessment.

(a) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum annual assessment.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies

entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Units and may be collected on a monthly or quarterly basis, but shall not be collected less often than on a quarterly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Residential Units on the first of the month following first sale of a Residential Unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Residential Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 9 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability

for the assessments provided for herein by non-use of the Common Area or abandonment of his Residential Unit.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Residential Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments to all units including the mortgaged unit. No sale or transfer shall relieve such Residential Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All properties dedicated

to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Connecticut shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Repairs and Maintenance of Residential Units.

Each Owner shall be responsible for all repairs and maintenance of his Residential Unit. In the event that a responsible Owner shall fail to maintain any Residential Unit in a manner consistent with the overall condition and state of repair of the Properties or in the event that it becomes necessary to make emergency repairs to a Residential Unit in order to protect the integrity of the Properties, the Association after approval of the Board of Directors, acting through its employees or agents, shall have the right to enter any Residential Unit in a reasonable manner in order to perform

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such repairs and maintenance. The cost of repairs and maintenance furnished by the Association pursuant to this paragraph shall be a personal obligation of the responsible Owner and upon determination of such cost by the Board of Directors shall become part of the current assessment to which his Residential Unit is subject and become due at the next regular payment. Bills to the Association for such repairs and maintenance shall create a presumption in favor of the reasonableness of such expenditures. The foregoing notwithstanding, such exterior maintenance requirements shall not interfere with the needs of a mortgage of the Properties to protect its unoccupied premises during the period of such mortgagee's possession pursuant to foreclosure.

ARTICLE V

USE RESTRICTIONS

Section 1. No part of the Properties shall be used for other than residential purposes and the purposes to which the Common Area is devoted.

Section 2. No noxious or offensive trade or activity shall be carried on upon any of the Properties nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3. No tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. The keeping of a mobile home or trailer, either with or without wheels, on any of the Properties is prohibited except in areas which may be specifically designated for such purpose by the Board of Directors.

Section 4. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of the Properties.

Section 5. Any lease agreement of a Residential Unit shall be subject in all respects to the provisions of the Declaration of Covenants, Conditions and Restrictions, and the Certificate of Incorporation and By-Laws of the Association, and any failure by the lessee to comply with any of said provisions shall be a default under the lease.

ARTICLE VI

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Annexation Authorized by Vote of Members.

Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members. Upon approval in writing of the Association pursuant to the consent of its Members as hereinbefore provided, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record of Supplementary Declaration.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

Section 2. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its Properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a

merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. Members of the surviving or consolidated corporation shall be subject to equal assessment under the same terms and conditions and shall have an equal right and easement in and to all Common Area of the Association. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and of the Certificate of Incorporation and By-Laws of the Association. Failure by the Association or by any Owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. (a) Amendment. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

(b) Mortgage Approval. Unless at least 75% of the first mortgages (based upon one vote for each first mortgage owned) of the Residential Units have given their prior written approval, the Association shall not:

- (1) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer Common Area (except granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area);
- (2) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings on the Lots, the exterior maintenance of such buildings, the maintenance of party walls or common fences and driveways, or the upkeep of lawns, common structures and plantings in the Properties;
- (3) fail to maintain Fire and Extended Coverage on the insurable Common Area on a current replacement cost basis in an amount not less than one-hundred percent (100%) of the insurable value (based on current replacement cost);
- (4) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such improvements;
- (5) amend the Declaration or Articles of Incorporation or By-Laws of the Association;
- (6) participate in any mergers or consolidations with another non-profit corporation or annex additional residential property or Common Area;
- (7) Levy special assessments in any year in excess of \$500.00 per Residential Unit pursuant to Section 5 of Article II of this Declaration.

(c) Notice to Mortgages. The Association shall give notice in writing within thirty (30) days to each first mortgagee by whom it has been notified of the existence of such mortgage or whose interest is disclosed in the Association's hazard insurance policy of:

- (1) any loss to, or taking of, Common Area, if such loss or taking exceeds \$10,000;
- (2) the sale or abandonment of Common Area or termination of activities to be undertaken for the Owners as required in this Declaration

of Covenants, Conditions and Restrictions and Articles of Incorporation and By-Laws of the Association;

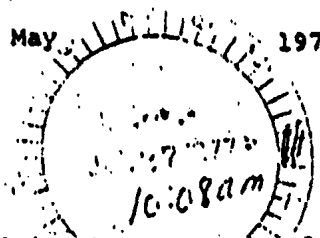
- (3) any amendment to the Declaration of Covenants and Restrictions, or to the By-Laws of the Association;
- (4) levy of any special assessment pursuant to Section 5 of Article II of this Declaration.

Section 4. Destruction of Residential Unit.

A. Owner's Right to Rebuild. In the event of total or partial destruction of a Residential Unit whether accidental or intentional, the Owner; his heirs or assigns may construct a new Residential Unit which is substantially similar in architectural design and exterior appearance to the original Residential Unit or any new Residential Unit subject to the approval of plans by the Board of Directors of the Association upon its sole determination that such new Residential Unit shall not be inconsistent with the character of the Properties and Residential Units thereon.

B. Continuation of Membership in Association. An Owner whose Residential Unit has been destroyed or the person of record who enjoys such Owner's right to rebuild hereinbefore set forth shall be a member of the Association and shall retain all rights and duties of such membership including the obligation to pay all assessments and charges and all responsibility for repair and maintenance pursuant to Section 12 of Article IV of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25th day of May, 1977.

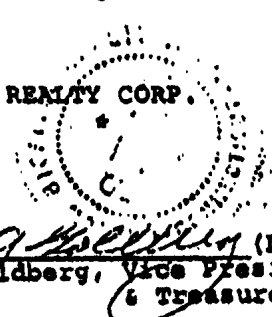


Signed in the presence of:

Ronald F. Smith
 Ronald F. Smith
 Robert R. Moran, Jr.

ENSIGN BICKFORD REALTY CORP.

Declarant



By Edward A. Goldberg (L.S.)
 Edward A. Goldberg, Vice President & Treasurer

STATE OF CONNECTICUT)
) ss.: Simsbury
 COUNTY OF HARTFORD)

On this 25th day of May, 1977, before me Robert R. Moran, Jr., the undersigned officer, personally appeared Edward A. Goldberg, Vice President & Treasurer of ENSIGN BICKFORD REALTY CORP., signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation.

[Handwritten signature]

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WARRANTEE DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That It, ENSIGN BICKFORD REALTY CORP., a Connecticut corporation with its principal place of business in the Town of Simsbury, and State of Connecticut (hereinafter known as "Grantor" for the consideration of ONE (1) DOLLAR and other valuable consideration (being less than \$100.), received to its full satisfaction of MAPLE COURT HOME OWNERS' ASSOCIATION, INC., a Connecticut corporation with its principal place of business in the Town of Simsbury, and State of Connecticut (hereinafter known as "Grantee" does give, grant, bargain, sell and confirm unto the said Grantee, its successors and assigns forever, a certain piece or parcel of land situated on the northerly side of West Street in said Town of Simsbury and State of Connecticut, all as more particularly described on Exhibit "A" attached hereto and made a part hereof.

Said premises are conveyed subject to and together with certain easements, reservations, rights of way and restrictions as more particularly set forth on Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereof, unto the said Grantee, and the successors and assigns of the said Grantee, to it and its own proper use and behoof. And also, the said Grantor does for itself and its successors and assigns covenant with the Grantee, and the successors and assigns of said Grantee, that at and until the sealing of these presents, the Grantor is well seized of the premises as a good indefeasible estate IN FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

AND FURTHERMORE, the said Grantor does by these presents bind itself and its successors and assigns forever, to WARRANT AND DEFEND the above granted and bargained premises, to the said Grantee and the successors and assigns of said Grantee against all claims and demands whatsoever, except as hereinbefore mentioned.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

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IN WITNESS WHEREOF, the Grantor has hereunto set its corporate hand and seal this 23 day of June 1977.

Signed, sealed and delivered in the presence of:

ENSIION BICKFORD REALTY CORP.
By

Dorothy M. Nurent
Dorothy M. Nurent
Robert R. Moran, Jr.
Robert R. Moran, Jr.

George R. Stubblebine
George R. Stubblebine, President



STATE OF CONNECTICUT)
TOWN OF SIMSBURY)

On this 23rd day of June 1977, before me Robert R. Moran, Jr. the undersigned officer, per-

sonally appeared GEORGE R. STUBBLEBINE, who acknowledged himself to be the President of ENSIION BICKFORD REALTY CORP., a corporation, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In Witness Whereof I hereunto set my hand and official seal.

Robert R. Moran, Jr.
Robert R. Moran, Jr.
Notary Public
Commissioner of the Superior Court.

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EXHIBIT "A"

A certain piece or parcel of land situated on the northerly side of West Street in said Town of Simsbury-and State of Connecticut, as shown on a certain map entitled: "Plan of Sub-Division Land Owned by ENSIGN DICKFORD REALTY CORP. Maple Court & Old Mill Lane Simsbury, Connecticut Scale 1" = 40' May 1976" certified substantially correct in accordance with Class A-2 of the Code of the Connecticut Technical Council, Inc. Edward F. Reuber, Surveyor HODGE SURVEYING ASSOCIATES, P.C., which map is on file in the office of the Town Clerk of the Town of Simsbury and being more particularly bounded and described as follows:

Commencing at a point in the northerly street line of said West Street, which point marks the southwesterly corner of Lot No. 7 as shown on said map, thence running along the arc of a curve to the right, having a radius of 19.71 feet, a distance of 31.25 feet to a point; thence running N 13°14'50" W, a distance of 34.55 feet to a point; thence running along the arc of a curve to the right, having a radius of 22.88, a distance of 34.45 feet to a point (the last three courses running along Lot No. 7, as shown on said map); thence running N 73°00'36" E, along Lot Nos. 4, 5, 6 and 7 as shown on said map, a distance of 294.78 feet to a point; thence running S 64°38'01" E, along Lot No. 4 as shown on said map, a distance of 34.01 feet to a point; thence running N 25°40'49" E, a distance of 26.22 feet to a point; thence running N 02°55'45" W, a distance of 40.00 feet to a point; thence running S 87°04'15" W a distance of 31.90 feet to a point; thence running N 02°55'45" W, a distance of 30.00 feet to a point (the last four courses running along Lot No. 3 as shown on said map); thence running S 87°04'15" W, a distance of 20.00 feet to a point; thence running S 21°43'40" W, a distance of 56.23 feet to a point (the last two courses running along Lot No. 11 as shown on said map); thence running S 73°00'36" W along Lots 8, 9, 10 and 11 as shown on said map, a distance of 269.19 feet to a point; thence running along the arc of a curve to the right, having a radius of 16.95 feet, a distance of 24.56 feet to a point; thence running N 23°58'50" W, along Lots 8 and 13 as shown on said map, a distance of 120.00 feet to a point; thence running along the arc of a curve to the right, having a radius of 54.00 feet, a distance of 96.11 feet to a point; thence running N 78°00'00" E, along Lots 12 and 13 as shown on said map, a distance of 125.00 feet to a point; thence running N 12°00'00" W, a distance of 16.50 feet to a point; thence running along the arc of a curve to the left, having a radius of 35.00 feet, a distance of 92.77 feet to a point; thence running S 78°00'00" W, a distance of 59.13 feet to a point; thence running along the arc of a curve to the left, having a radius of 87.00 feet, a distance of 109.85 feet to a point; thence running N 84°20'41" W, a distance of 20.00 feet to a point;

thence running S 08°44'34" W, a distance of 62.89 feet to a point; thence running S 25°02'18" E, a distance of 116.59 feet to a point; thence running S 34°02'05" E, a distance of 100.80 feet to a point; thence running along the arc of a curve to the right, having a radius of 18.77 feet, a distance of 30.68 feet to a point (the last nine courses running along land now or formerly Ensign Dickford Realty Corp., as shown on said map); thence running in a generally northeasterly direction, a distance of 75.00 feet more or less to the point of beginning.

8/2/76ns

PL. 27 P. 1078

EXHIBIT "B"

The hereinbefore described premises are subject to all existing municipal and/or other governmental regulations or ordinances, to such easements, building and building line and use restrictions as of record may appear, and to such water pipelines and sanitary sewer lines as may be presently located on the herein described premises. Said premises are also subject to a Declaration of Covenants, Restrictions and Easements executed by the Ensign Bickford Realty Corp. dated May 25, , 1977 and recorded in the Simsbury Land Records.