



thence North 24 degrees 14 minutes 50 seconds East 560.90 feet along the Easterly line of Bryan Development as recorded in Liber 5 of Plats, on Page 60, Allegan County Records; thence North 02 degrees 19 minutes 27 seconds East 8.98 feet along the Easterly line of said lot; thence South 88 degrees 23 minutes 50 seconds East 422.97 feet; thence South 00 degrees 27 minutes 07 seconds West 28.97 feet along the North and South 1/4 line of said section; thence North 89 degrees 56 minutes 01 seconds East 290.42 feet; thence South 00 degrees 22 minutes 42 seconds West 418.79 feet; thence South 89 degrees 55 minutes 50 seconds West 450.00 feet; thence South 00 degrees 22 minutes 42 seconds West 233.00 feet to the point of beginning.

Together with and subject to easements, restrictions, interests, reservations and governmental limitations of record, and the easements set forth on the Condominium Subdivision Plan attached as Exhibit B to this Master Deed or as declared and reserved in Article VII below.

#### ARTICLE IV - TITLE AND NATURE

The Condominium Project shall be known as Wildwood Lane, a site condominium, Allegan County Subdivision Plan No. 169. Such architectural plans and specifications as may exist for the Condominium Project will be filed with the Village of Douglas, Allegan County, Michigan. The improvements contained in the Condominium Project, including the number, boundaries, dimensions, and area of each unit, are set forth in the Condominium Subdivision Plan attached as Exhibit B. The Condominium Project contains individual units to be used as building sites for single-family homes. Each unit has been designed and is intended for separate ownership and use, as evidenced by each unit having direct access to a common element of the Condominium Project. Each co-owner in the Condominium Project shall enjoy the exclusive right to occupy his or her unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of the general common elements.

#### ARTICLE V - COMMON ELEMENTS

A. General Common Elements. The general common elements are:

1. The real property described in Article III of this Master Deed, excluding those portions within the boundaries of any Condominium unit as described in Article VI, Section A of this Master Deed and shown on Exhibit B, but including easement interests of the Condominium, if any, in the property within the boundaries of any unit (the "**Easements**"), as shown on Exhibit B;
2. The main electrical distribution system throughout the Condominium Project located within the Easements (excluding facilities which serve individual units);
3. The telephone wiring system throughout the Condominium Project located within the Easements (excluding facilities which serve individual units);



4. Any cable television wiring throughout the Condominium Project located within the Easements (excluding facilities which serve individual units);
5. The gas distribution network throughout the Condominium Project located within the Easements (excluding facilities which serve individual units);
6. Any entrance way improvements located within the Easements;
7. Any roads now or hereafter located in the Condominium Project to the extent they are not dedicated or accepted for dedication for public use; and
8. Such other elements of the Condominium Project not herein designated as common elements which are not enclosed within the boundaries of a unit and which are intended for common use or necessary to the existence, upkeep, and safety of the Condominium Project as a whole, including the Walkway.

Some or all of the utility lines, systems, and equipment described above may be owned by the local public authority or by the company that is providing 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 with respect to the nature or extent of such interest. Each co-owner will be responsible for connecting the utilities for his or her unit to the distribution lines lying within the Easements at his or her sole expense.

B. Limited Common Elements. The limited common elements are those common elements, if any, limited in use to the owners of the unit they serve, abut, or to which they appertain, such as the ground directly beneath each unit, and the Undisturbed Area (except for the portions of the Walkway that run through the Undisturbed Area), as shown on **Exhibit B**.

C. Upkeep of Common Elements. The respective responsibilities for the maintenance, decoration, repair, and replacement of the common elements are as follows:

1. The Association shall bear the burden and cost of decorating, maintaining, repairing, and replacing all general common elements except (a) to the extent of maintenance, repair, or replacement due to the acts or neglects of a co-owner or his or her agent, guest, or invitee, for which such co-owner shall be wholly responsible, unless, and to the extent, any such loss or damage is covered by insurance maintained by the Association; and (b) as provided in Subsection 2 below.

2. Except for the extent of maintenance, repair, or replacement due to the act or neglect of another co-owner or his or her agent, guest, or invitee, for which such co-owner shall be wholly responsible, and subject to the restrictions under Article VII, Section 1(h) of the Condominium Bylaws regarding the Undisturbed Area located within each unit, the cost of decorating, maintaining,

repairing, and replacing all improvements, including landscaping, within the boundaries of a unit, will be borne by the co-owner of the unit. The condition and appearance of all buildings, garages, patios, decks, porches (whether open or screened), landscaping, and all other improvements within a unit will, at all times, be subject to the approval of the Association, except that the Association may not disapprove the appearance of an improvement maintained as constructed with the approval of the Developer or the Association.

Any maintenance, repair, or replacement obligation to be borne by a co-owner may, if not performed by the co-owner, be performed by or under the direction of the Association, with the cost assessed against the responsible co-owner. The Association shall not, in such case, be responsible for incidental damage to the unit, or any improvement or property located within the boundaries of the unit, of the co-owner who failed to fulfill his or her obligations.

D. Residual Damage to Units. Unless provided otherwise in this Master Deed or in the Condominium Bylaws, damage to a unit, or any improvement or property located within the boundaries of the unit, caused by the repair, replacement, or maintenance activities of the Association of those common elements which must be maintained by the Association shall be repaired at the expense of the Association.

E. Use of Units and Common Elements.

1. No co-owner shall use his or her unit or the common elements in any manner (a) inconsistent with the purposes of the Condominium Project or (b) which will unreasonably interfere with or impair the rights of any other co-owner in the use and enjoyment of his or her unit or the common elements.

2. No co-owner shall be exempt from contributing toward Expenses of Administration (as defined in the Condominium Bylaws) or from the payment of assessments against his or her unit by reason of non-use or waiver of use of the common elements or by the abandonment of his or her unit.

## ARTICLE VI - UNIT DESCRIPTION AND PERCENTAGES OF VALUE

A. Description. A description of each unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the unit itself, is set forth in the Condominium Subdivision Plan. Each unit shall consist of all that space within the unit boundaries, as shown on the Condominium Subdivision Plan and delineated in heavy outlines, but not any common elements contained therein. The dimensions shown on the Condominium Subdivision Plan for each unit have been calculated by Holland Engineering Inc., Holland, Michigan.