

those entitled to occupy the Condominium Project or by their licenses or invitees shall be specifically assessed against the Condominium Unit or Units included, as set forth in Section 69(2) of the Act.

2. The cost of decorating, maintaining, repairing and replacing the furnace, hot water heater, internal unit plumbing and fixtures, dishwasher, refrigerator, stove, oven, garbage disposal, air-conditioning equipment, compressor, washer and dryer, lighting and other items servicing a unit that are not Common Elements, whether or not they are within the unit they service, shall be the sole responsibility of the Co-Owner whose unit is serviced by such items.

D. The Association shall have the specific responsibility to decorate, maintain, repair and replace the following items, the cost of which shall be considered expenses of administration.

1. All landscaped areas, including maintenance, replacement and repair of the underground sprinkler system.

2. All sidewalks, if any, roads, roadways, parking areas, boundary fences and common entrances to the Project.

3. The exterior of all buildings and garages including roof and chimneys with trim and hardware.

4. The main entrance, stairwells, outside balconies, of each unit.

5. All mail boxes and stands, if any.

6. All snow removal and rubbish removal systems, if any, excluding garbage disposals in any unit.

7. All site lighting including posts and fixtures.

8. All common recreational areas and facilities.

9. All other items as set forth in Subparagraph "A" Article IV, referred to as General Common Elements.

E. Each Co-Owner of a unit shall have the responsibility to decorate, maintain, repair and replace the following items:

1. All appliances within a unit and supporting hardware including but not limited to furnace, humidifier, air cleaner, if any, air conditioner and compressor, fireplace, if any, burglar and fire alarm systems, if any, garbage disposal, dishwasher, oven, range, microwave, washer, dryer, vent fan, ductwork, vent covers, hoods, fans, filters, hot water heaters and telecommunication and cable systems, if any.

2. Doors and windows (including doorwalls and the outside door) screens and related hardware within the individual unit.

3. All electrical fixtures and appliances within an individual unit, including but not limited to lighting fixtures, switches, outlets, antenna outlets and circuit breakers.

NOTE: Any modification to the existing electrical systems must be approved by the Board of Directors of the Association, in writing, and completed by a licensed electrician.

4. Any electrical outlets connected to an individual units' electric meter but located on the exterior of a unit.

5. The cost of repairing, replacing or cleaning all plumbing fixtures including shut-off valves, rings and washers, pipes, and drain lines located on or within individual units perimeter walls.

6. All cabinets, counters, interior doors, closet doors, sinks, tile (either floor or wall) and other flooring materials.

7. The decoration, replacement, and repair of all interior surfaces, of an individual unit including but not limited to, paint, wallpaper, flooring carpeting and trim.

8. The cost of repairing and replacing garage doors, garage door hardware, garage door openers and transmitters respectively shall be borne by the Co-Owner of the unit utilizing such equipment and to whom the garage has been assigned. In the event a garage door services two garage spaces, the cost of replacing and repairing said garage door shall be borne by the two Co-Owners utilizing such door.

9. All costs of electricity, natural gas and water flowing through the meters attached to a unit, shall be borne by the Co-Owner of the unit to which such meters are appurtenant.

10. All other items enumerated above which may be located within an individual unit's perimeter walls.
NOTE: As to the exterior door of each apartment unit and garage door, uniformity in appearance throughout the project is required in maintenance, repair or replacement of same by Co-Owner and the Association may as in other similar instances avail itself of the remedies set forth in the By-Laws for the default by Co-Owner.

F. 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 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 Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date. 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 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.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. DESCRIPTION.

A complete 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 structures itself, is set forth in the Condominium Subdivision Plan. Each unit in the Condominium Project, as described in the Condominium Subdivision Plan, shall include all that space contained within the interior 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, but not any common elements contained therein. Detached architectural plans for the Condominium Project will be placed on file with the Village of Elk Rapids.

B. PERCENTAGE OF VALUE.

The total value of the Project is 100 percent. Based upon their market value, size, and allocable expenses or maintenance, the respective units have been assigned the following percentages of value:

<u>UNIT NO.</u>	<u>PERCENTAGE OF VALUE</u>
1	2.00
2	1.74
3	1.74
4	2.22
5	2.22
6	2.22
7	2.22
8	2.22
9	2.22
10	2.00
11	1.74
12	1.74
13	2.00
14	1.74
15	1.74
16	2.22
17	2.22
18	2.22
19	2.22
20	2.22
21	2.22
22	2.22
23	2.22
24	2.22
25	2.22
26	2.22
27	2.22
28	2.22
29	2.22
30	2.22
31	2.22
32	2.22
33	2.22
34	2.00
35	1.74
36	1.74
37	2.00
38	2.00
39	1.74
40	2.22
41	2.22
42	2.22
43	2.22
44	2.22
45	2.22
46	2.00
47	2.00
48	1.74
	<u>100.00%</u>

These percentages of value shall be determinative of the proportionate share of each unit in the common expenses and proceeds of administration, the value of such unit's vote at certain meetings of the Association of Co-Owners, and of such unit's undivided interest in the common elements (which is hereby allocated to each unit). The percentages of value allocated to the units may be changed only with the prior written approval of each holder of a first mortgage lien on any unit in the project and with the unanimous consent of all of the Co-Owners expressed