

N. DEVELOPER. "Developer" means SANDS OF ELK RAPIDS LIMITED PARTNERSHIP, a Michigan Limited Partnership, which has made and executed this Consolidated 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.

O. MORTGAGEE. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium premises and includes the United States Department of Housing and Urban Development, and any successor thereto or assignee thereof, so long as any mortgage on all or any portion of the Condominium premises is insured by the Department of Housing and Urban Development.

P. PERCENTAGE OF VALUE. "Percentage of Value" means the percentage assigned to each condominium unit in Article V of this Master Deed. The percentage of value of all units shall total one hundred percent (100%). Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

Q. MISCELLANEOUS. Whenever any reference herein 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.

Terms not defined herein but in the Act shall carry the meaning given to them in the Act unless the context clearly indicates to the contrary.

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:

A. General Common Elements. The General Common Elements as:

1. LAND. The land described in Article II hereof and designated on Exhibit "B" as General Common Elements including roads, recreational areas, unassigned parking areas, mail boxes and stands, signs, entrance, landscaping and natural areas located thereon not identified as Limited Common Elements.
2. ELECTRICAL. The electrical wiring network throughout the project including that contained within unit walls, and security systems; if any, together with all Common lighting for the project if any is installed, up to the point of connection with electrical fixtures in any unit, but not including the electric meter for each unit, switches, plugs, outlets, light fixtures, and other electrically operated appliances within any individual Condominium Unit.
3. TELEPHONE. The telephone system throughout the Project up to the point of entry to each unit.
4. CABLE TELEVISION. The cable television wiring network, if any, throughout the Project up to the point of entry into each unit.
5. GAS. The gas line network throughout the Project, including that contained in any unit wall, up to the point of entry to and connection with the gas fixtures and/or gas appliances within any unit.
6. WATER. The water distribution system, throughout the Project up to the point where piping comes through the wall and connects to a shut-off valve first inside a unit and including all sprinkling system fixtures and connections, as well as all sprinkling system controls.
7. PLUMBING. The plumbing network throughout the Project, including that contained within the walls of

each unit up to the point of connection to each plumbing fixture trap within each unit.

8. SANITARY SEWER. The sanitary sewer system throughout the Project.

9. SITE LIGHTING. Site lighting, if any, including all wiring, fixtures, posts, and meters throughout the Project, including all outdoor and garage lighting.

10. RECREATIONAL AREAS. All areas designated as recreational, if any, including but not limited to fixtures, equipment, deck area, walkways and fence appurtenant thereto located in the common or recreational area and designated as a General Common Element in Exhibit "B" to the Master Deed.

11. STAIRWELLS, WALKS AND WALKWAYS. All stairwells, stairs, walks and walkways adjoining units throughout the project.

12. CONSTRUCTION. The foundations, supporting columns, unit roofs, chimneys, furnace chimneys and stacks protruding from the roof, unit perimeter walls, roofs and crawl space walls, ceilings and floors including windows, doors and doorwalls therein, ground level construction, any space between ceiling and roof, and between the ground or foundation and ground level construction or doorwalls included in each unit and appurtenant thereto.

13. 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 Unit, and which are intended for common use or are necessary to the existence, up keep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment (and the telecommunications, alarm, and cable system, if and

when installed) 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 or extent of such interest, if any.

B. LIMITED COMMON ELEMENTS. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit or Units to which the Limited Common Elements are attached, or which they service or benefit, or are appurtenant. The Limited Common Elements are:

1. PORCHES AND BALCONIES. Each individual Deck and Bay Room (screened porch) area which is attached and connected to each unit is restricted to the use of the Co-Owner of the unit or units which opens into such porch or balcony as shown on Exhibit "B" hereto.

2. INTERIOR SURFACES. The interior surfaces of unit and appurtenant garage perimeter walls (including windows and doors therein) ceilings and floors contained within a unit or garage (including windows and doors therein) shall be subject to the exclusive use and enjoyment of the Co-Owner of such unit or garage to which each Co-Owner has been assigned.

3. FURNACES/AIR-CONDITIONER COMPRESSOR AND PADS. Each individual furnace/air-conditioner compressor, its pad and other equipment and accessories duct work and transmission lines related thereto, together with the ground surface immediately below the pad, is restricted in use to the Co-Owner of the unit which such furnace/air-conditioner compressor services.

4. GARAGE DOORS AND OPENERS. 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 Unit which such garage door

services or at the discretion of the Developer restricted to the use of two (2) Co-Owners in the project. Each garage interior is appurtenant as a Limited Common Element to the Co-Owner of the unit which it is assigned. One parking space in a garage has been assigned to each unit in the Condominium Project.

5. UTILITY METERS. The electric, gas and water meter for each unit shall be a Limited Common Element appurtenant to such unit.

6. ALARM SYSTEMS. Burglar, medical and fire alarm systems in each unit, if any, and their controls appurtenant thereto are Limited Common Elements.

7. DUCTWORK. Cooling and heating duct work, electrical wiring, gas lines and plumbing systems passing through the walls, floors and ceilings of each unit shall be limited in use to the Co-Owner whose unit is served by such duct work, electrical wiring, gas line and plumbing system.

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

1. GENERAL COMMON ELEMENTS. The cost of maintenance, decoration, repair and replacement of all General Common Elements described in Sub-paragraph "A" of Article IV hereinabove shall be borne by the Association except as noted below;

The Common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a Limited Common Element shall be specifically assessed against the unit to which that Limited Common Element was assigned at the time the expenses are incurred. Any other unusual common expenses benefitting less than all of the units or any expenses incurred as a result of the conduct of less than all