- V. "Unit" shall mean "apartment" or "residence" and shall also mean and comprise the separate numerically identified residences which are designated in this Declaration or Amendments hereto, excluding, however, all spaces and improvements lying beneath undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces on the ceiling of each Unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to the residences, common areas, limited common areas and facilities, except:
- (1) all wallboard, plasterboard, plaster, paneling where originally installed in lieu of wallboard, tiles, and any other materials constituting any part of the unfinished surfaces thereof are part of the unit, and all other portions of the walls, floors, or ceilings are part of the common elements:
- (2) if any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements;
- (3) subject to the provisions of paragraph (2), all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are part of the unit;
- (4) any doorsteps, stoops, porches, balconies, patios, and walled-in areas appurtenant to a unit and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit.

## V. GENERAL PLAN OF DEVELOPMENT

The Sponsor has constructed the Property described herein (which shall sometimes be referred to as The Phase I property) and further intends to complete construction of Property contiguous to the property which is the subject of this Master Deed. The additional Property shall be referred to as Phase II, and, if applicable, Phase III and is shown on the site plans of said property attached hereto and identified as part of Exhibit "B" as the remaining property depicted thereupon. The Phase II and Phase III property, as and if applicable, is described in Exhibit "F" attached hereto and made a part hereof.

(Phases II and III). With regard to the Phase II and III property herein referred to, Sponsor reserves the right, in the manner more particularly hereinafter set forth, to cause the Phase II and Phase III Property to become an integral part of Summer Woods Horizontal Property Regime once an appropriate amendment to this Master Deed of the type attached hereto as Exhibit "G" and "H" has been filed as hereinafter provided. Sponsor further reserves the right to construct up to thirty-five (35) and twenty-seven (27) units respectively in Phases II and III of the same general type, architectural style, form, design and general valuation and constructed with the same basic materials and of the same basic quality as the buildings constructed on Phase I property herein referred to. The mix of two and three bedroom types shall be one of those specified in the Amendments, Exhibits "G" and "H". The percentage of proportionate interests of each unit and its owners, depending upon the mix selected by the sponsor, which shall result if Phases II and/or III are included in Summer Woods, shall be as specified in the Amendments, Exhibits G and H.

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