

O. "Majority" or "majority of residence owners or co-owners" means fifty-one (51%) per cent or more of the basic value of the property as a whole in accordance with the percentages established in Exhibit "E".

P. "Manager" means the persons designated, appointed or elected from time to time as manager of the Association in accordance with the provisions of the Declaration and the By-Laws.

Q. "Person" means an individual, corporation, partnership, association, trustee or other legal entity, or any combination thereof.

R. "Plat" or "Plot Plan" or "Site Plan" shall all mean the same.

S. "Property" means that property submitted to the provisions of the Act by this Declaration, and includes the land, the building, and buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

T. "Residence" means a part of the property consisting of a residence unit, as shown by the plans and plats of survey filed by the Sponsor with this Declaration or amendments thereto or as designated a part of a residence by this Declaration or amendments. Residence also means apartment and unit.

U. "Residence Number" means the number designating a residence in the Declaration or any amendment thereto.

V. "Residence Owner" means the person or persons owning a residence in fee simple absolute and an undivided interest in the fee simple estate of the common areas, limited common areas and facilities in the percentage determined pursuant to this Declaration. Residence owner also means co-owner or owner.

W. Council of Co-Owners (Council) shall constitute all owners and shall also mean Washington Park East Association of Resident Owners, Inc.

X. "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.