

TABLE OF CONTENTS

	PAGE
ARTICLE I - DEFINITIONS.....	1
Section 1. Definitions.....	1
ARTICLE II - TRENHOLM TOWNS, HORIZONTAL PROPERTY REGIME.....	4
Section 1. Responsibility for Administration.....	4
Section 2. Agreements.....	4
ARTICLE II - PROPERTY RIGHTS.....	4
Section 1. Development Plan.....	4
Section 2. Units.....	6
Section 3. Common Area and Facilities.....	7
Section 4. Conveyance by Warranty Deed.....	9
ARTICLE IV - ASSESSMENTS.....	9
Section 1. Creation of Lien and Personal Obligation for Assessments.....	9
Section 2. Annual Assessments.....	9
Section 3. Special Assessments.....	10
Section 4. Date of Commencement of Annual Assessment; Due Dates.....	10
Section 5. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Grantor.....	10
Section 6. Subordination of the Charges and Liens to Mortgages.....	11
Section 7. Exempt Property.....	12
Section 8. Merger of Additional Phases.....	12
ARTICLE V - INSURANCE AND CASUALTY LOSSES.....	12
Section 1. Insurance.....	12
Section 2. No Partition.....	14
Section 3. Trustee.....	14
Section 4. Damage and Destruction.....	15
Section 5. Repair and Reconstruction.....	15
Section 6. Association as Agent.....	16
ARTICLE VI - CONDEMNATION.....	16
Section 1. General.....	16
Section 2. General Common Area.....	16
Section 3. Units.....	17
ARTICLE VII - ARCHITECTURAL CONTROL.....	17
Section 1. Approval Required for Changes.....	17
ARTICLE VIII - EXTERIOR MAINTENANCE.....	17
Section 1. Responsibility of Association.....	17
Section 2. Responsibility of Owner.....	18
ARTICLE IX - UNIT RESTRICTION.....	18
Section 1. Residential Purposes.....	18
Section 2. Construction and Sale Period.....	18
Section 3. Animals and Pets.....	18
Section 4. Nuisance.....	18
Section 5. Clotheslines, Garbage Cans, Etc.....	19
Section 6. Exterior Antennas.....	19
Section 7. Leasing of Units.....	19
Section 8. Timesharing Not Permitted.....	19

	PAGE
ARTICLE X - EASEMENTS.....	19
Section 1. Encroachments.....	19
Section 2. Utilities, Etc.....	19
Section 3. Other.....	19
Section 4. Reservation of Easements to Phases II through Phase IV.....	20
Section 5. Agreement with the City of Columbia.....	20
ARTICLE XI - GENERAL PROVISIONS.....	20
Section 1. Amendments.....	20
Section 2. Termination.....	20
Section 3. Covenants Running with the Land.....	21
Section 4. Duration.....	21
Section 5. By-Laws.....	21
Section 6. Enforcement.....	21
Section 7. Severability.....	21
Section 8. Perpetuities and Restraints on Alienation..	21
Section 9. Gender and Grammar.....	22
Section 10. Agent for Service of Process.....	22
Section 11. Headings.....	22
ARTICLE XII - ASSIGNED VALUE AND UNIT VOTE.....	22
Section 1. Unit and Property Values.....	22
Section 2. Unit Votes.....	22
ARTICLE XIII.....	22
Section 1. Lender's Notices and Information.....	22
Section 2. Reserves and Working Capital.....	23
Section 3. Association's rights to grant permits, licenses and easements.....	23

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

MASTER DEED  
FOR  
TRENHOLM TOWNS  
A SOUTH CAROLINA HORIZONTAL PROPERTY REGIME  
(an expandable regime)

KNOW ALL MEN BY THESE PRESENTS, that this Master Deed is made on the date hereinafter set forth by Westminster Company, a North Carolina corporation, hereinafter called "Grantor";

W I T N E S S E T H:

WHEREAS, Grantor is the owner in fee simple of real property and buildings and improvements thereon which property is located in Richland County, South Carolina, which is more particularly described in EXHIBIT "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"); and

WHEREAS, Grantor desires to submit the Property to the provisions of the Horizontal Property Act, 1976 South Carolina Code of Laws §27-31-10 et. seq., as amended (hereinafter sometimes referred to as the "Act") thereby creating an expandable Horizontal Property Regime known as Trenholm Towns, HORIZONTAL PROPERTY REGIME; and

WHEREAS, Grantor desires to publish a plan for the individual ownership of the several Apartment Units and the ownership of individual interests in that real property hereinafter defined as "Common Area and Facilities" and "Limited Common Area and Facilities"; and

WHEREAS, Grantor desires to convey the Property pursuant and subject to certain protective covenants, conditions and restrictions, reservations, liens and charges hereinafter set forth;

NOW, THEREFORE, Grantor hereby submits the Property to the provisions of the Horizontal Property Act, 1976 South Carolina Code of Laws §27-31-10 et. seq., as amended, and hereby publishes its plan as to the division of the Property, the imposition of covenants, conditions, restrictions, reservations, liens and charges thereon and the individual ownership thereof. Grantor hereby specifies that this Master Deed shall constitute covenants, conditions and restrictions which shall run with the Property and shall bind and inure to the benefit of Grantor, its successors and assigns, and all subsequent owners of any interest in the Property, their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DEFINITIONS

Section 1. Definitions. Unless defined herein or unless the context requires otherwise, the words defined in §27-31-10 of the Act, when used in this Master Deed or any amendment hereto shall have the meaning therein provided; the following words when used in this Master Deed or any amendment hereto, unless the context requires otherwise, shall have the following meanings:

(a) "Act" means the Horizontal Property Act, 1976 South Carolina Code of Laws, §27-31-10 et. seq., as amended, and as may be further amended from time to time.

(b) "Apartment" or "Apartment Unit" means a part of the Property intended for a type of independent use and is more particularly defined in Article III, Section 2.

(c) "Assessment" means an owner's share of the common expenses assessed against such owner and his Unit from time to time by the Association in the manner hereinafter provided.

(d) "Association" means Trenholm Towns Homeowner's Association, Inc., an association of and limited to Owners of the Apartment Units located in Trenholm Towns, HORIZONTAL PROPERTY REGIME in the form of a non-profit, non-stock membership corporation organized under the laws of the State of South Carolina.

(e) "Board of Directors" or "Board" means the Board of Directors of the Trenholm Towns Homeowner's Association, Inc., and "director" or "directors" means a member or members of the Board.

(f) "Co-Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns an Apartment Unit or any interest therein within the building.

(g) "Common Area and Facilities" and "Common Elements" means and includes all of the Condominium Property after excluding the Apartment Units.

(h) "Common Expenses" means and includes (a) all expenses incident to the administration, maintenance, repair and replacement of the Common Area and Facilities and the Limited Common Area and Facilities, after excluding therefrom such expenses which are the responsibility of a Unit Owner as set forth in Section 2 of Article VIII hereof; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Unit Owners; and (c) expenses declared to be Common Expenses by the Act or the Condominium Documents.

(i) "Condominium Documents" means and includes the Master Deed and the By-Laws and all exhibits and attachments to the foregoing, all as amended from time to time.

(j) "Condominium Property" or "Property" means and includes all the property submitted to the Horizontal Property Act by this Master Deed.

(k) "Future Phases" shall mean and refer to the further future development of Trenholm Towns. As presently contemplated the Grantor anticipates expanding the Horizontal Property Regime through the building of additional units on the subject Property. See Article IV, Section 8. Merger of Additional Phases.

(l) "General Common Elements" and "General Common Area and Facilities" shall mean and include generally all of the Horizontal Property Regime property after excluding the Apartment Units and the Limited Common Area and Facilities and more specifically:

- (1) the land on which the buildings stand;
- (2) the foundations, main walls, load bearing walls, roofs, non-reserved parking areas;
- (3) all interior roads and roadways;
- (4) all yards, open spaces and gardens, not excluded as limited common elements;
- (5) the compartments or installations of central services such as power, light, gas, cold and hot water, sewerage, refrigeration, water tanks and pumps, and the like;
- (7) all devices or installations existing for common use; and
- (8) all other elements of the property rationally of common use or necessary to its existence, upkeep

and safety, as well as all those common elements enumerated in Article III, Section 3 as Common Elements and not embraced within the definition of Limited Common Area and Facilities.

(m) "Grantor" shall mean and refer to Westminster Company, a North Carolina corporation, its successors and assigns.

(n) "Limited Common Elements" and "Limited Common Area and Facilities" means and includes those common elements which are reserved for the use of a certain number of Apartments to the exclusion of the other Apartments, such as patios, decks, storage compartments, entrance porch, steps and walks and privacy fence between units common to and appurtenant to the Apartments of a particular floor or building, and the like, and includes those areas so designated in EXHIBIT "B" attached hereto and incorporated herein by reference.

(o) "Mortgage" shall include chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust, security agreements and financing statements and any and all other similar instruments given to secure the payment of an indebtedness.

(p) "Owner" means the record owner, whether one or more persons, of fee simple title in and to any Apartment Unit excluding, however, those persons having such interest merely as security for the performance of an obligation.

(q) "Percentage Interest" means the percentage of undivided interest each Unit Owner owns as tenant in common in the Common Areas and Facilities.

(r) "Phase I" shall mean and refer to the Eleven (11) Apartment Units and Common and Limited Common Areas and Facilities constructed and located as more particularly shown in EXHIBIT "C".

(s) "Regime" shall mean and refer to Trenholm Towns, HORIZONTAL PROPERTY REGIME.

(t) "Survey Plat" or "Surveys" means and includes the As Built Trenholm Towns Phase I survey prepared for Trenholm Towns by Heaner Engineering Co., Inc., by Mitchell L. Baker, Registered Land Surveyor #6571, dated February 23, 1983 and last revised March 16, 1983, which will be filed for record in the Office of the Register of Mesne Conveyance for Richland County, South Carolina, simultaneously with the filing for record of this Master Deed and a reduced copy of which is attached hereto as EXHIBIT "A".

(u) "Trenholm Towns" shall mean and refer to that certain expandable Horizontal Property Regime known as Trenholm Towns, which has been and is being developed on real property now owned by Grantor in Richland County, South Carolina, together with such additions thereto as may from time to time be designated by Grantor.

(v) "Trustee" means Westminster Property Management Division, who will hold certain funds of the Association.

(w) "Unit" shall mean and be synonymous with Apartment.

(x) "Unit Owner" shall mean and be synonymous with "Owner" as hereinabove defined.

(y) "Unit Plans" means and includes the architectural plans of the Units erected or to be erected on the Condominium Property which will be filed for record in the Office of the Register of Mesne Conveyance for Richland County, South Carolina, simultaneously with the filing for record of this Master Deed and which Unit Plans are more particularly detailed in EXHIBIT "D", attached hereto and made a part hereof.

The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

## ARTICLE II

### TRENHOLM TOWNS, HORIZONTAL PROPERTY REGIME

Section 1. Responsibility for Administration. The administration of the Trenholm Towns, HORIZONTAL PROPERTY REGIME, the maintenance, repair, replacement and operation of the General Common Area and Facilities and Limited Common Area and Facilities as herein provided, and those acts required of the Association by the Condominium Documents shall be the responsibility of the Association. Such administration shall be in strict accordance with the provisions of the Act, this Master Deed, and the By-Laws of the Association.

Section 2. Agreements. The Association shall be and hereby is authorized to enter into such agreements, including without limitation, management contracts, as it may deem necessary or desirable for the administration and operation of the development. Each Owner by acquiring or holding an interest in any Apartment Unit thereby agrees to be bound by the terms and conditions of all such agreements entered into by the Board of Directors on behalf of the Association. A copy of all such agreements shall be made available at the office of the Association for review by each Owner.

## ARTICLE III

### PROPERTY RIGHTS

Section 1. Development Plan. Grantor shall construct or cause to be constructed on the Property, during Phase I, two (2) residential buildings containing a total of Eleven (11) Apartment Units. Each of the buildings shall be constructed substantially in accordance with the Unit Plans, Master Plan, and Surveys all of which are contained in EXHIBIT "A" and "D" attached hereto and incorporated herein by this reference, and show the buildings, number and identity of Units and the materials of which the Units are to be constructed. The Grantor expressly reserves the right, during the course of construction, to revise, modify or change in whole or in part any of such Apartment Units; provided, however, (i) Grantor shall adhere to the general scheme of development as set forth in EXHIBIT "D" attached hereto and made a part hereof and (ii) Grantor shall not make any such alterations to any Apartment Unit sold or under a valid sales contract without having first obtained the express written consent of the Owner thereof. Any such change or modification shall not alter the Percentage Interest set forth in EXHIBIT "D" (Percentage Interest Sheet 4 of 13) without the unanimous consent (100%) of the Unit Owners expressed in an amendment hereto duly recorded. Some Units may be conveyed and occupied prior to the completion of other Units; provided, however, that prior to the conveyance of each Unit, Grantor shall provide each Purchaser with an attached verified statement of a registered architect or licensed professional engineer certifying that the Unit Plans and Surveys theretofore filed, or supplemental Unit Plans and/or Surveys being filed simultaneously therewith together with such plans and surveys as may have been filed prior thereto, fully depict the layout, location, identification, dimensions, and materials used in the construction of such Unit as built.

In further accordance with the applicable provisions of the Act, Grantor hereby indicates an intent to expand this Regime by developing thereto that property shown and designated as Phases II through IV in EXHIBIT "C" in accordance with the options set forth hereinbelow.

(a) The Property subjected to this Master Deed is more particularly shown and delineated on the land survey and plot plan entitled Phase I in EXHIBIT "C" and the building plans attached hereto as EXHIBIT "D", said Exhibits being incorporated herein by reference. The Phase I improvements will include two (2) apartment buildings containing eleven (11) apartments and adjacent roadways and parking areas, limited common areas and common areas. Together with this Master Deed, said EXHIBIT "D" constitutes a graphic description of all apartments, including their identification numbers, locations, areas and dimensions, and all common elements (general and limited), their relative locations and approximate dimensions.

(b) Grantor further reserves the right, in its sole discretion to expand this Regime by adding up to three (3) additional buildings containing eight (8) additional apartments spread over an additional three (3) phrases, said expansion areas being shown and delineated as Phases II through IV on EXHIBIT "C" hereto attached. The location of the proposed phases, Phases II through IV are set out in detail in EXHIBIT "A", marked as reserved for future development Phases II, III and IV.

(c) Grantor hereby reserves unto itself, the option, to be exercised in its sole discretion, to

(i) expand this Regime by submitting Phase II, III and IV property as shown and delineated in EXHIBIT "A"; or

(ii) allow this Regime to continue as is without any further expansion.

(iii) Phases II, III, and IV, if submitted, do not have to be submitted in numerical sequence.

(d) In the event Grantor elects to proceed to expand this Regime by adding Phase II, the Grantor shall execute an amendment or amendments to this Master Deed which shall be filed for record in the R.M.C. Office for Richland County, South Carolina not later than three (3) years from the date hereof. Any such amendment or amendments shall fully describe the property being added to this Regime and submit such property to all of the provisions of this Master Deed and exhibits attached hereto, as amended. Such amendment or amendments expanding this Regime, as aforesaid, may be accomplished unilaterally by Grantor without the approval or consent of any co-owner, or mortgagee of any co-owner, of the Regime as constituted at the time of such amendment. Upon the exercise of any such option to expand, as aforesaid, the provisions of this Master Deed shall then be understood and construed as embracing Phase I property and such property as may be described in such amendment, together with all improvements constructed thereon.

(e) In the event Grantor elects to proceed to expand this Regime by adding Phase III, the Grantor shall execute an amendment or amendments to this Master Deed which shall be filed for record in the R.M.C. Office for Richland County, South Carolina not later than three (3) years from the date hereof. Any such amendment or amendments shall fully describe the property being added to this Regime and submit such property to all of the provisions of this Master Deed and exhibits attached hereto, as amended. Such amendment or amendments expanding this Regime, as aforesaid, may be accomplished unilaterally by Grantor without the approval or consent of any co-owner, or mortgagee of any co-owner, of the Regime as constituted at the time of such amendment. Upon the exercise of any such option to expand, as aforesaid, the provisions of this Master Deed shall then be understood and construed as embracing Phase I property and such property as may be described in such amendment or previous amendments, together with all improvements constructed thereon.

(f) In the event Grantor elects to proceed to expand this Regime by adding Phase IV, the Grantor shall execute an amendment or amendments to this Master Deed which shall be filed for record in the R.M.C. Office for Richland County, South Carolina not

later than three (3) years from the date hereof. Any such amendment or amendments shall fully describe the property being added to this Regime and submit such property to all of the provisions of this Master Deed and exhibits attached hereto, as amended. Such amendment or amendments expanding this Regime, as aforesaid, may be accomplished unilaterally by Grantor without the approval or consent of any co-owner, or mortgagee of any co-owner, of the Regime as constituted at the time of such amendment. Upon the exercise of any such option to expand, as aforesaid, the provisions of this Master Deed shall then be understood and construed as embracing Phase I property and such property as may be described in such amendment or previous amendments, together with all improvements constructed thereon.

Should the expansion options not be exercised within the term specified, it shall in all respects expire and be of no further force and effect.

Grantor in reserving the right to further develop the property as set out herein does further reserve unto itself, its successors or assigns the necessary easements during the periods of construction for ingress and egress to the construction sites, for storage of construction materials and for other purposes necessarily incidental to the proposed future construction.

Section 2. Units. Each Unit, together with its Percentage Interest in the General Common Area and Facilities and the Limited Common Area and Facilities, shall for all purposes constitute a separate parcel of real property which, subject to the provisions of this Master Deed, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of the Act and this Master Deed, shall be entitled to the exclusive ownership and possession of his Unit.

The Grantor, in order to implement condominium ownership of the above-described premises, covenants and agrees to, and hereby does, subdivide the above-described Project property vertically and horizontally into the following Freehold Estate:

(a) Eleven (11) separate parcels of property, being the eleven (11) apartments, together with the shares in the general and limited common elements appurtenant to each apartment, hereinbefore and hereinafter more particularly described, and as shown graphically in EXHIBITS "A" and "D", attached hereto. Said Exhibits delineate the dimensions of each apartment at floor level, the location and dimension of the perimeter walls, and the locations, dimensions and area of each apartment with reference to established geographical points. Each of the said apartments consisting of:

(1) the volumes or cubicles of space enclosed by the unfinished interior surfaces of perimeter walls and the unfinished surfaces of interior walls, ceilings and floors of the apartment, and by any vents, chimneys, doors, windows and such other structural elements that are ordinarily regarded as enclosures of space; and

(2) all interior dividing walls and partitions (including the space occupied by such walls or partitions) excepting, however, load bearing walls and those interior walls and partitions enclosing the common pipe chases and other common facilities; and

(3) the decorated interior surfaces of perimeter walls and the decorated surfaces of interior walls (including load bearing walls, chimneys, and walls enclosing the common pipe chases), floors and ceilings, consisting of, as the case may be, wallpaper, paint, plaster, carpeting, tiles, and any and all other finishing materials affixed or installed as a part of the physical structure of the apartment; and



(4) all fixtures, appliances, mechanical systems and equipment installed in said apartment which are intended for the sole and exclusive use of the apartment. No pipes, wires, conduits or other public utility lines or installations constituting a part of the over-all systems designated for the service of any other apartment, nor any of the structural members or portions of the apartment building, nor any other property of any kind, including fixtures and appliances within the apartment, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any individual apartment. The word "apartment" when used throughout this instrument shall be deemed to refer to each of the aforesaid apartments as herein described, and shall have the same meaning as set forth in the Act.

Section 3. Common Area and Facilities.

(a) Percentage Interest. The Unit Owners shall own the General Common Area and Facilities and Limited Common Area and Facilities as tenants in common with each Unit having appurtenant thereto the Percentage Interest in said General Common Area and Facilities and Limited Common Area and Facilities as set forth in the Master Plan contained in EXHIBIT "D" attached hereto; provided, however, the use of the Limited Common Area and Facilities shall be restricted as set forth in Section 3(f) of this Article III. The Percentage Interest appurtenant to each Unit has been determined by dividing the stated value of such Unit by the aggregate value of all of the Units. The stated Percentage Interest and stated values are permanent in character and cannot be altered without (1) the consent of all (100%) of the Unit Owners expressed in an amendment to the Master Deed duly recorded, or (2) unless revised by Phasing (See Article IV, Section 8).

(b) Common Elements. A description of the common elements of the Regime (including both the general common elements and the limited common elements) as defined herein and in the Act is as follows:

(1) The parcel of land described and shown as Phase I in EXHIBIT "A" attached hereto; and

(2) Those portions of the apartment buildings not otherwise herein defined as being embraced within the individual apartments, including but not limited to balconies, the foundation, roofs, floors, ceilings, perimeter walls of apartments, load bearing interior walls and partitions, walls enclosing common pipe chases and other common facilities, pipes, wires, conduits, chimneys, air ducts and public utility lines, including the space actually occupied by the above; and

(3) All improvements to the premises constructed or to be constructed, such as driveways, walkways, plants, trees, shrubbery, and lawns; and

(4) All other elements of the buildings, not included within the apartments, constructed or to be constructed on the aforesaid parcel of land, rationally of common use or necessary to their existence, upkeep and safety and, in general, all other devices or installations existing for common use; and

(5) All other property of the Regime, whether land, building, improvements, personal property, or otherwise, except such as is included in the apartments as more particularly described in Article III, Section 2 herein next above; and

(6) All assets of Trenholm Towns Homeowners' Association, Inc. (a corporation organized for the purpose of carrying out the powers, duties, and obligations of the "Council and Co-Owners" as defined in the Act); and

(7) Easements through apartments for conduits, ducts, plumbing, chimneys, wiring and other facilities for the furnishing of utility services to apartments and the general common elements; and

(8) An easement of support in every portion of an apartment which contributes to the support of the building; and

(9) Easements through the apartments and general common elements for maintenance, repair and replacement of the apartments and general common elements; and

(10) Installations for the furnishing of utility services to more than one apartment or the general common elements or to an apartment other than the one containing the installation, which installation shall include conduits, ducts, plumbing, chimneys, wiring and other facilities for the rendering of such services.

(c) Inseparability of Percentage Interests. The Percentage Interest in the General Common Area and Facilities and the Limited Common Area and Facilities cannot be separated from the Unit to which it appertains and shall be automatically conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed or other instrument.

(d) No Partition. The General Common Area and Facilities and Limited Common Area and Facilities shall remain undivided and no right to partition the same or any part thereof shall exist except as provided in the Horizontal Property Act, the By-Laws, and this Master Deed.

(e) Use of General Common Area and Facilities. The Unit Owners may use the General Common Area and Facilities in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other Unit Owners. The Board of Directors shall, if any question arises, determine the purpose for which a part of the General Common Area and Facilities is intended to be used. The Board shall have the right to promulgate rules and regulations limiting the use of the General Common Area and Facilities to Unit Owners and their guests as well as to provide for the exclusive use of a part of the General Common Area and Facilities by a Unit Owner and his guests for special occasions which exclusive use may be conditioned, among other things, upon the payment of a fee. Any Owner may delegate, in accordance with the provisions of this Master Deed and the By-Laws, his right to use the General Common Area and Facilities to the immediate members of his family, to a limited number of guests, or to his tenants who reside in his Apartment Unit.

(f) Limited Common Area and Facilities. Portions of the common elements are hereby set aside and reserved for the restricted and exclusive use of certain Apartments to the exclusion of the other Apartments, and such portions shall be known and referred to herein as limited common elements. The limited common elements restricted to the use of certain Apartments are those portions of any walls which are deemed to be common elements and which are within the individual Apartments, any roof which covers only one Apartment, the stairs, porches, decks/patios, privacy fences between units in rear, and concrete slab and heat pump, as shown graphically in EXHIBIT "B". Ownership of each Apartment Unit shall entitle the Owner or Owners thereof to the exclusive use of the Limited Common Area and Facilities adjacent and appurtenant to such Unit and so designated in EXHIBIT "B"; which exclusive use may be delegated by such Owner to the immediate members of his family, to his guests, or to his tenants who reside in his Apartment Unit.

The Owner of any unit which has a deck/patio as a limited common element, design for the use of that unit, may, with the permission of the Board of Directors, convert this deck/patio into a screened porch. The Board of Directors have the right to