

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
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**SECOND AMENDMENT TO THE
MASTER DEED OF
WYNDEMERE HORIZONTAL
PROPERTY REGIME**

THIS AMENDMENT to the Declaration of Covenants Conditions and Restrictions running with certain lands of Greenbrooke Homes Company and Provisions for Membership in Wyndemere Owners Association and to the Master Deed for Wyndemere Horizontal Property Regime is made this 1st day of November, 2017.

WITNESSETH

WHEREAS, Wyndemere Horizontal Property Regime (“Regime”) was established by Master Deed dated April 25, 1987 and recorded May 8, 1987 in Deed Book 476 at Page 948 of the Office of the Register of Deeds for Beaufort County, South Carolina (“Master Deed”); and

WHEREAS, Article VI, Section 1(a)(ii) permits the amending of the Master Deed. Such amendment must be approved by not less than sixty-six (66%) percent of the Unit Owners voting in accordance with the procedures established by the By-Laws and by the holders of first mortgages covering the Units of such Unit Owners; and

WHEREAS, Article V, Section 6 addresses leasing restrictions; and

WHEREAS, at a meeting held for such purposes on October 24, 2017, an amendment to the Declaration was proposed and adopted by Sixty Six and 67/100 (66.67%) percent of the voting rights of the Association; and

WHEREAS, such amendments will take effect as of November 1, 2017 which is the date in which they were recorded in the Office of the Register of Deeds for Beaufort, SC; and

WHEREAS, Article V, Section 6 of the Master Deed is hereby amended to read as follows:

“Article V, Section 6. Leasing Restrictions-

No more than thirty five percent (35%) (or any other percentage desired by the Board) of the Units of the Regime may be leased at any given time to a Third Party. Any owner engaged in leasing or subleasing activities as of the date of this Amendment shall be allowed to continue leasing or subleasing activities until said Unit is sold or conveyed to a Third Party. Any Unit Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Unit, notify any potential buyer or person taking title that no more than thirty five percent (35%) (or any other percentage desired by the Board) of the Units of the Regime may be leased at any given time to a Third Party. For the purpose of this provision, “Third Party” shall be defined as any person who is not an Owner as that term is defined in the Declaration.

All lease agreements must be submitted to the Regime prior to execution by the Owner. Owners shall also submit a "tenant registration form" to the Regime for each existing tenant/lease, in a form prepared for the Regime by the Board of Directors, no less than thirty (30) days prior to executing or extending a lease. The Regime may charge a reasonable review and processing fee concerning the above. Additionally, any Owner wishing to lease his Unit must submit to the Regime a security deposit in an amount to be determined by the Board of Directors (the "Security Deposit"). The Security Deposit shall be debited should any tenant of the Owner or the Owner fail to abide by the provisions of this Declaration.

Additionally, if an Owner fails to provide the "tenant registration form" to the Regime as outlined above, the Regime may impose reasonable monetary penalties as determined by the Board, in addition to other remedies available under the Declaration.

Owners may apply for a hearing before the Board for temporary or special variances in case of hardship. Permission to lease will be granted at the sole discretion of the Board of Directors.

NOW THEREFORE, through the process set forth in the Master Deed, Covenants and Restrictions, by a vote of sixty six (66%) or more of the Unit Owners, Article V, Section Six is hereby modified and incorporated as set forth below:

"Article V, Section 6. Leasing Restrictions-

No more than thirty five percent (35%) (or any other percentage desired by the Board) of the Units of the Regime may be leased at any given time to a Third Party. Any owner engaged in leasing or subleasing activities as of the date of this Amendment shall be allowed to continue leasing or subleasing activities until said Unit is sold or conveyed to a Third Party. Any Unit Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Unit, notify any potential buyer or person taking title that no more than thirty five percent (35%) (or any other percentage desired by the Board) of the Units of the Regime may be leased at any given time to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in the Declaration.

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be debited should any tenant of the Owner or the Owner fail to abide by the provisions of this Declaration.

Additionally, if an Owner fails to provide the "tenant registration form" to the Regime as outlined above, the Regime may impose reasonable monetary penalties as determined by the Board, in addition to other remedies available under the Declaration.

Owners may apply for a hearing before the Board for temporary or special variances in case of hardship. Permission to lease will be granted at the sole discretion of the Board of Directors."

We so adopt:

Cathy Booth

Witness 1

Laurel A. Fasciano

Witness 2/Notary

[Signature]

Wyndemere Horizontal Property

Regime/Wyndemere Owners Association

By: Marc Lacoste, Its President

STATE OF South Carolina)
COUNTY OF Beaufort)

ACKNOWLEDGMENT

I, the undersigned Notary, hereby certify that before me, in the State and County aforesaid, personally appeared _____ known to me (or satisfactorily proven) to be person(s) whose name(s) is/are subscribed to the within Second Amendment to the Master Deed for Wyndemere Horizontal Property Regime, who acknowledged the due execution of the foregoing Deed.

Witness my hand and seal this 31st day of October, 2017.

Laurel A. Fasciano
Print Notary Name Laurel A. Fasciano

My Commission Expires: _____

Prepared by:
THE BANNON LAW GROUP, LLC
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O: (843) 815.4505 F (843) 277-6803

Laurel A. Fasciano
Notary Public South Carolina
My Commission Expires
April 7, 2020

Bluffton, South Carolina
This day _____, 2017

