

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

THIS AMENDMENT to the Master Deed for Wyndemere Horizontal Property Regime is made this 23 day of May, 2026.

WITNESSETH

A. WHEREAS, Wyndemere Horizontal Property Regime (“Regime”) was established by the *Master Deed for Wyndemere Horizontal Property Regime Hilton Head Island, South Carolina* (“Master Deed”), recorded May 8, 1987 in the Office of the Register of Deeds for Beaufort County, South Carolina (“ROD”) in Deed Book 476 at Page 948; and

B. WHEREAS, the Master Deed was thereafter amended by the *Phase III Annexation [First] Amendment to Master Deed for Wyndemere Horizontal Property Regime Hilton Head Island, South Carolina*, recorded June 14, 1989 in the ROD in Book 530 at Page 2150; and

C. WHEREAS, the Master Deed was thereafter amended by the *Second Amendment to Master Deed for Wyndemere Horizontal Property Regime*, recorded November 7, 2017 in the ROD in Book 3620 at Page 0770; and

D. WHEREAS, the Master Deed was thereafter amended by the *Third Amendment to Master Deed for Wyndemere Horizontal Property Regime*, recorded June 3, 2025 in the ROD in Book 4436 at Page 2195; and

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

F. WHEREAS, at the annual meeting of the Wyndemere Condominium Owners Association, Inc., which was properly noticed pursuant to By-Laws Article III, Section 6 and was held on May 23, 2026, pursuant to the applicable provisions of the Master Deed and By-Laws, the herein Amendment to the Master Deed was presented to the members for a vote thereon; and

¹ Per By-Laws Article XI, Section 2, the Board shall give reasonable advance written notice of any amendment to all mortgagees of which it has notice or from which it received a written request. “Notice” in this context is specified in By-Laws Article XI, Section 1: An eligible mortgage holder who is sent notice of the proposed Amendment and who does not respond thereto in writing prior to the meeting of the Unit Owners to endorse the Amendment, shall be deemed to have approved the proposed Amendment.

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G. WHEREAS, such amendment was approved by not less than sixty-six percent (66%) of the Unit Owners voting in accordance with the procedures established by the By-Laws and by the holders of the first mortgages covering the Units of such Unit Owners.

H. NOW, THEREFORE, the Wyndemere Condominium Owners Association, Inc. has hereby amended the Master Deed as follows:

TEXT OF AMENDMENT

Add a new Section 5 under ARTICLE III, THE ASSOCIATION. The new ARTICLE III, Section 5 shall state as follows:

Section 5. Recovery of Attorneys' Fees and Costs in Owner-Initiated Litigation

(a) Applicability. In the event any Unit Owner or group of Unit Owners initiates any legal, administrative, or arbitration proceeding against the Wyndemere Horizontal Property Regime or Wyndemere Condominium Owners Association, Inc. (the "Association"), its Board of Directors, officers, or agents (collectively, the "Association Parties"), this Section shall apply.

(b) Prevailing Party – Association. If the Association Parties are the prevailing party or parties in such proceeding, in whole or in substantial part, then the initiating Unit Owner(s) shall be obligated to reimburse the Association for all reasonable attorneys' fees, court costs, expert witness fees, and other litigation expenses incurred by the Association in defending such proceeding.

(c) Assessment and Lien. Any amounts owed to the Association pursuant to this Section shall constitute a specific assessment against the Unit of the initiating Unit Owner(s), shall be enforceable in the same manner as other assessments under the Master Deed, and shall constitute a lien against such Unit to the fullest extent permitted by law.

(d) Allocation Among Multiple Owners. In the event more than one Unit Owner initiates such proceeding, liability for such fees and costs shall be joint and several, unless otherwise allocated by a court or tribunal.

(e) Supplemental Remedy. The rights provided in this Section shall be in addition to, and not in limitation of, any other rights or remedies available to the Association under the Master Deed, By-Laws, or applicable law.

(f) Severability. Invalidation of any portion of this Section shall not impair the validity or enforceability of the remaining provisions.

[END OF AMENDMENT TEXT]

[SIGNATURE PAGE FOLLOWS]

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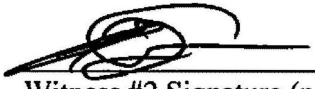
The undersigned, being the duly elected President of Wyndemere Condominium Owners Association, Inc., a nonprofit corporation duly organized and existing under the laws of the State of South Carolina, does hereby certify that the herein Fourth Amendment to the Master Deed was approved by not less than sixty-six percent (66%) of the Unit Owners voting in accordance with the applicable procedures in the Master Deed and By-Laws, and by the holders of the first mortgages on Units which were eligible to receive Notice of the Amendment.



Witness #1 Signature (not notary)

Dominique Bious

Witness #1 Printed Name



Witness #2 Signature (not notary)

Matthew Garris

Witness #2 Printed Name

WYNDEMERE CONDOMINIUM OWNERS
ASSOCIATION, INC.



President or Authorized Officer

Print name: Virginia Ruhnke

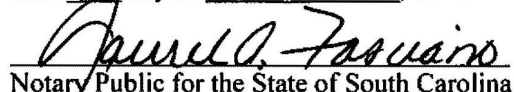
STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

PERSONALLY appeared before me, the above signatories and witnesses, who are either personally known to me or provided satisfactory evidence of their identity, and oath is made that (s)he saw the within named Wyndemere Condominium Owners Association, Inc., by and through its authorized officer above-named, sign, seal and as its act and deed, deliver the within instrument, and that said signatory, with the other witnesses subscribed above, executed the herein instrument, and that neither subscribing witness is a party to or a beneficiary of the transaction.

Acknowledged, sworn to and subscribed before me)

This 24 day of June, 2026)



Notary Public for the State of South Carolina)
My commission expires: 3.10.2030)

Laurel A. Fasciano
Notary Public South Carolina
My Commission Expires
March 10, 2030