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Wyndemere CDA  
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BEAUFORT COUNTY SC - ROD  
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06/03/2025 03:45:23 PM  
REC'D BY pbaxley RCPT# 1207852  
RECORDING FEES \$25.00

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )  
THIRD 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 20<sup>th</sup> day of May, 2025.

**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 I (a) 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 the holders of the first mortgages covering the Units of such Unit Owners; and

**WHEREAS**, Article XI Section 11-7 addresses Collection and Use of Assessments, Type of Assessments: Limits on Total Assessment; Other Charges and Fees. Article XI Section 11-8 addresses Time and Method of Annual Assessments; Article XI Section 9 addresses Effect of Non-Payment of Assessments and other Charges (a) Interest on Late Payment.

**WHEREAS**, at the annual meeting of the Wyndemere Owners Association which was properly noticed and held on May 20, 2025, pursuant to the provisions of the Master Deed, Amendments to the Master Deed were presented to the members for a vote thereon, and

**WHEREAS**, members, representing more than 66% of the statutory interest in the property voted in favor of the proposed Amendment.

**NOW, THEREFORE**, the Wyndemere Owners Association hereby amends Exhibit "D" to the Master Deed of the Wyndemere Horizontal Property Regime titled **By-Laws of Wyndemere Horizontal Property Regime and the Wyndemere Owners Association** as follows:

RETURN TO: WYNDEMERE CDA P.O. BOX 5483 HILTON HEAD  
ISLAND, SC 29938

Article VII Section 4 is deleted and the following is added in its place:

**“Section 4: DEFAULT IN PAYMENT OF COMMON CHARGES**

**CHARGES IMPOSED BY THE BOARD:** The Board shall take prompt action to collect any assessment or charge, including fines imposed hereunder, due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for the payment thereof. In the event of a default by any Unit Owner in paying to the Board the assessments or charges as determined by the Board, by the due date, or within the thirty (30) day grace period provided for above, such Unit Owner shall be obligated to pay a late fee in association with said assessment or charge equal to ten (10%) percent of the amount then due and owing. Should any Owner default, then interest shall be applied against the full amount then due and owing, including the aforesaid late fee of ten (10%) percent commencing on the first day after the Owner's default shall continue accruing at a rate of one and one half (1-1/2%) percent per month, together with all expenses of collection, including attorney's fees, and lien and foreclosure fees when incurred by the Board in any effort to collect such unpaid assessment or charge. The Board shall have the right and duty to attempt to recover such assessment or charge, together with late fee and interest thereon, as well the expenses of the proceeding, including attorney's fees, in any effort to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit, granted by Section 27-31-210, Code of Laws of South Carolina, 1976. With regard to the subordinate nature of such liens as it relates to mortgages recorded prior to the recording of any evidence of such liens, the provisions of Section 27-31-210, Code of Law of South Carolina, 1976, as amended, shall be controlling. In addition to the foregoing, during the period an Owner remains in default, the Board may suspend the Owner from use of amenities or common areas to include use of the parking lot, pest control services, trash services, and water consumption to said unit.”

IN WITNESS WHEREOF, Wyndemere Owners Association has caused this instrument to be executed, in part this 20th day of May 2025.

WITNESSES:

WYNDEMERE OWNERS ASSOCIATION

Wang Redd

By:

Cheryl Tuba

Cheryl Tuba

Cheryl Tuba

Its:

President

Virginia Drake Ruhmkorff

Attest:

Virginia Drake Ruhmkorff

Wang Redd

Its:

Secretary Treasurer

STATE OF SOUTH CAROLINA )

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ACKNOWLEDGEMENT

COUNTY OF BEAUFORT )

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I, the undersigned, Notary Public, do hereby certify that Cheryl Tuba, President of Wyndemere Owners Association personally appeared before me on this date and acknowledges the due execution of the foregoing instrument.

Witness my hand and seal this 20th day of May, 2025.

Laurel A. Fasciano

(SEAL)

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

**STATE OF SOUTH CAROLINA**

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**ACKNOWLEDGEMENT**


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**COUNTY OF BEAUFORT**

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I, the undersigned, Notary Public, do hereby certify that Virginia Drake Ruhmkorff, Secretary-Treasurer of Wyndemere Owners Association personally appeared before me this date and acknowledges the due execution of the foregoing instrument.

Witness my hand and seal this 20<sup>th</sup> day of May, 2025.

 (SEAL)  
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