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*PW II  
Known as  
Windsor Court North*

FIRST AMENDMENT TO MASTER DEED  
WINDSOR COURT HORIZONTAL PROPERTY REGIME  
FOR PHASE II

IN THE LEAMINGTON SECTION OF  
PALMETTO DUNES RESORT  
BY  
GREENWOOD DEVELOPMENT CORPORATION

February 9, 1995

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Corporation  
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BETHEA, JORDAN  
& GRIFFIN, P.A.  
ATTORNEYS AND  
COUNSELLORS AT LAW

BEAUFORT COUNTY TAX MAP REFERENCE

| Dist. | Map | Submap | Parcel | Area |
|-------|-----|--------|--------|------|
| 520   | 16  |        | 350    |      |



Deed") to amend said Master Deed to include the Phase II property more particularly described and set forth in Exhibit "A" hereto as a part of the Windsor Court Horizontal Property Regime (hereinafter "Regime") in such a way that effective upon the filing of this Amendment, the Property included in the Regime shall be as described in Exhibit "B" hereto which description includes both the Phase I and Phase II properties.

2. **LAND:** Declarant is the sole owner of the land described in Exhibit "A" herein, which land is shown on a plat thereof, said plat being designated as Exhibit "C" and being attached hereto and made a part hereof and being recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 52 at Page 9.

3. **SUBMISSION TO ACT:** Declarant does hereby, by duly executing this Amendment to the Master Deed, submit the land referred to in Paragraph SECOND, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of the Master Deed, the provisions of the By-Laws of the Regime, and the provisions of the Horizontal Property Act of the State of South Carolina, (the "Act") and does hereby state that it proposes to make the Property a part of the Regime to be governed by the provisions of the aforementioned Master Deed and the provisions of the Act.

4. **IMPROVEMENTS:** The improvements constructed on and forming a part of the Property are constructed in accordance with the as built survey, plot plan and floor plans identified as Exhibit "D" attached hereto and made a part hereof. Said plans are certified by the F.W.A. Group, Inc., architects duly licensed to practice in the State of South Carolina under Registration Number 2578, and attached to this Amendment as Exhibit "E" is a certificate by an architect licensed to practice in the State of South Carolina, that the condominium units constructed on the Property and added to the Regime by this Amendment were constructed substantially in accordance with said plans.

5. **IMPROVEMENTS:**

(a) **General Description and Use.** The Property within Phase II which is being added to and combined with the Phase I Property of the Regime includes one (1) building of five (5) stories, containing forty-seven (47) individual dwelling units (hereinafter referred to as "Units") all of which are to be used for residential purposes. The Units are capable of individual utilization on account of having their own exits to the common elements of the Property, and a particular and exclusive property right thereto, and also an undivided interest in the General and

REHILIA BORDAN  
BORDAN PA  
ATTORNEYS AND  
SOLICITORS AT LAW

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2. **LAND:** Declarant is the sole owner of the land described in Exhibit "A" herein, which land is shown on a plat thereof, said plat being designated as Exhibit "C" and being attached hereto and made a part hereof and being recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 57 at Page 9.

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First Amendment to Master Deed Windsor Court Horizontal  
Property Regime - Page 2

Limited Common Elements of the Property, as set forth in the recorded Master Deed, and as hereinafter set forth, necessary for their adequate use and enjoyment (hereinafter referred to as "Common Elements"), all of the above in accordance with the Act.

(b) Individual Units.

The individual Units in Phase II are substantially identical to the Units in Phase I. Nonetheless, a brief description of the various types of Units is included as follows:

Residence A: There are two (2) versions of a Residence A Type, namely, Type A (or sometimes referred to as A.1; and Type A.2). Both are a 1-bedroom floor plan with the Type A or A.1 containing approximately 1,031 heated square feet, while Type A.2 contains approximately 1,037 heated square feet; Residence B: 2-bedroom floor plan containing approximately 1,442 heated square feet; Residence C: a 3-bedroom floor plan containing approximately 1,784 heated square feet; Residence D: a 3-bedroom floor plan containing approximately 1,850 heated square feet; Residence E: a 3-bedroom/den floor plan containing approximately 2,135 heated square feet. All the aforementioned floor plans are more particularly described in the Architect's Walk Through Description attached hereto and incorporated herein as Exhibit "F" to this First Amendment.

(c) Unit Numbers and Types. The forty-seven (47) Units on the Property are contained in one (1) building with three wings on five (5) floors and numbered as follows:

| <u>FLOOR</u>      | <u>Unit No./TYPE</u>    | <u>FLOOR</u>      | <u>UNIT No./TYPE</u>    |
|-------------------|-------------------------|-------------------|-------------------------|
| <u>North Wing</u> |                         | <u>North Wing</u> |                         |
| 1st               | 4101B<br>4102B<br>4103A | 1st               | 4101A<br>4105B<br>4106B |
| 2nd               | 4201B<br>4202B<br>4203A | 2nd               | 4204A<br>4205B<br>4206B |
| 3rd               | 4301B<br>4302B<br>4303A | 3rd               | 4304A<br>4305B<br>4306B |
| 4th               | 4401B<br>4402B<br>4403A | 4th               | 4404A<br>4405B<br>4406B |
| 5th               | 4501B<br>4502B<br>4503A | 5th               | 4504A<br>4505B<br>4506B |

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| FLOOR            | Unit No./Type | FLOOR | Unit No./Type |
|------------------|---------------|-------|---------------|
| <u>East Wing</u> |               |       |               |
| 1st              | 4107D         | 4th   | 4407D         |
|                  | 4108C         |       | 4408C         |
|                  | 4109A.1       |       | 4409E         |
|                  | 4110A.2       |       |               |
| 2nd              | 4207D         | 5th   | 4507D         |
|                  | 4208C         |       | 4508C         |
|                  | 4209A.1       |       | 4509E         |
|                  | 4210A.2       |       |               |
|                  |               |       |               |
| 3rd              | 4307D         |       |               |
|                  | 4308C         |       |               |
|                  | 4309E         |       |               |

All the aforementioned Units are more particularly shown on the plans thereof attached hereto as Exhibit "D" and more particularly described with reference to the Unit boundaries set forth in Section 3 of Article V of the Master Deed, and the Walk Through Descriptions set forth on Exhibit "F" attached hereto.

6. AREA COMPRISING PROPERTY

(a) The Property comprising Phase II and being hereby added to the Property of the Regime has a total of 2.59 acres, of which approximately 21,344 square feet will constitute and be occupied by Units and a total of approximately 91,476 square feet (2.1 Acres) will constitute the remainder of the Common Elements.

(b) The total Property of the Windsor Court Horizontal Property Regime, subsequent to the filing of this Amendment and including both the Phase I and Phase II property, has a total of 7.29 acres of which approximately 42,680 square feet will constitute Units and approximately 6.31 acres constitute the remainder of the Common Elements.

7. COMMON ELEMENTS. The Common Elements of the property, both General and Limited, and including Phase I and Phase II property, shall be as set forth in the recorded Master Deed, the provisions of which are incorporated herein and made a part hereof in the same manner as if the same were expressly set forth herein except as herein modified or amended, and as set forth on the Exhibit "D" plans for the Phase II Units.

By way of example and not in limitation, the Common Elements as described in Article VII in the Master Deed are similar in Phase II. The Limited Common Elements for Phase II include all balconies and decks immediately adjacent to each Unit or to which each Unit

has direct access from the interior, all as shown on the plans attached hereto; the space lying between the upper boundary of each Unit as described herein and the floor or roof above such Unit subject to easements for utilizing services previously described; and the Owner's remote storage area (lockers) located on the garage level, which are numbered consistent with the Unit numbers for the Phase II Units and which are assigned specifically to each Unit for the sole and exclusive use of the Co-Owners; and, in general, all other areas depicted as Limited Common Elements to the Units on the floor plans attached hereto.

The outside parking facilities within the General Common Elements shall consist of approximately 50,529 square feet (both Phase I and Phase II) in the Regime subsequent to the execution and recording of this Amendment.

6. STATUTORY PERCENTAGE INTEREST. The percentage of title and interest appurtenant to each Unit and the Unit Owner's title and interest in the common elements (both General and Limited) of the Property (both Phase I and Phase II) of the Regime and their share in the profits and common monthly expenses as well as proportionate representation for voting purposes in the meeting of the Windsor Court Owners' Association (hereinafter usually referred to as "Association") of the Regime is based upon the proportionate value of each Unit to the value of the total Property (both Phase I and Phase II) originally as set forth in Exhibit "I" to the Master Deed establishing said Regime, the provisions of which are incorporated herein and made a part hereof and as set forth in Exhibit "C" to this Amendment which is attached hereto and made a part hereof. The proportionate representation for voting purposes and the percentage of the undivided interests in the common elements (both General and Limited) provided in this paragraph and in Exhibit "C" hereto shall not be altered without the acquiescence of the co-owners representing all of the Units expressed in a duly recorded Amendment to this Master Deed for such Regime or by an Amendment filed by the Declarant in accordance with the reservations set forth in the Master Deed.

7. TIME SHARING/INTERVAL AND FRACTIONAL OWNERSHIP PROHIBITION. The Declarant herein subjects the Phase II Property of the Regime to the further limitation and restriction that it shall be used and occupied for whole-time residential dwelling Units in the same manner as other condominium Units constructed as such within the multi-family residential areas of the Leanington Section of Palmetto Dunes Resort, and such dwelling Units shall not be utilized for purposes of time-sharing or interval ownership, time-sharing or interval licenses, time-sharing or interval leases, fractional interest or similar plans as those items are currently generally utilized in the real estate industry or as those or similar terms are expressed or defined in Chapter 32, Code of Laws

of South Carolina, 1976, as amended i.e. the South Carolina Vacation Time Sharing Act and the South Carolina Multiple Ownership Act.

10. LIMITED WARRANTIES. The following Section is taken from the Purchase Agreement form by and between Declarant and all initial purchasers for Units within the Regime. The purpose of reproducing said Section relating to warranties herein in this Master Deed is to provide actual notice to successors-in-title to original purchasers:

"At closing, Seller shall transfer to Purchaser all of Seller's right, title and interest in and to any manufacturer's warranty furnished to Seller covering any equipment or appliance installed in the Property, and Seller makes no warranty or agreement of any kind with respect to any such equipment or appliance. If written notice is given to Seller by Purchaser within thirty (30) days of discovery of any defects not caused by Purchaser, his agents, guests, or invitees, then Seller will, at no cost to the Purchaser for a period of one (1) year from the date of closing, repair, replace, the defective portion of the Property. The warranty shall not apply to fixtures and appliances covered by a warranty of a manufacturer or dealer, for which defects the Purchaser shall have such rights as are defined in the applicable warranty documents. Seller shall not be responsible for any incidental or consequential damages arising from any defect. This warranty is personal to Purchaser, and shall automatically terminate and be of no further force or effect upon Purchaser's sale, transfer or conveyance of the Property. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED AS TO THE FITNESS, DESIGN OR CONDITION OF ITEMS OF TANGIBLE PERSONAL PROPERTY OR FIXTURES, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE."

11. STREET ADDRESS/Common NAMES. It is recognized that for purposes of sales, marketing, and ultimately signage, Phase II is known as Windsor Court North, while Phase I is known as Windsor Court South. The Phase II building has a mailing address of 51 Ocean Lane, while the Phase I building has a mailing address of 57 Ocean Lane.

12. BEACH DISCLOSURE. Declarant discloses to all initial purchasers for Units within the Regime and their successors and assigns, that a portion of the Property being subjected to the Regime is located, in part, seaward of the setback line as established by the South Carolina Coastal Council (now known as the Office of Ocean and Coastal Resource



Management of South Carolina DHEC) pursuant to South Carolina Code Sections 48-390-270 et seq (Beach Protection Act). Reference is made to the Exhibit "C" plat attached hereto and incorporated herein for specific information relating to the base line and setback line.

13. ADMINISTRATION AND BY-LAWS. Reference is made to Article XII of the original Master Deed and the By-Laws attached as Exhibit "G" to the Master Deed as it relates to the administration and operation of the regime and membership in the Windsor Court Owners' Association, the incorporated Council of Co-Owners ("Association").

14. INCORPORATION BY REFERENCE. The purpose of this Amendment being to add the Phase II property to the Windsor Court Horizontal Property Regime so as to make it an integral part of said Regime, all provisions, including any reserved rights of Declarant, set forth in the Master Deed establishing the Regime as recorded in the RMC Office for Beaufort County, South Carolina, which as modified herein are expressly incorporated into and reaffirmed by this Amendment in the same manner as if the same were expressly set forth herein. Declarant also notes for the record a correction to the Walk Through Description attached as Exhibit "F" hereto. Said Exhibit "F" corrects a previous inadvertent typographical error in Exhibit "E" of the Master Deed. This Amendment is intended to comply with the provisions of the aforementioned Master Deed and the Act. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control. The provisions hereof shall be deemed independent and severable, and the invalidity in whole or in part of any section, sub-section, sentence, clause, phrase or word, or other provision of this Amendment shall not affect the validity or enforceability of the remaining portions thereof and in such event, all of the other provisions of the Amendment shall continue in full force and effect as if such invalid provision had never been included therein.

15. EXHIBITS

Reference is made to all exhibits attached to this First Amendment. All such exhibits shall be an integral part of this instrument.

IN WITNESS WHEREOF, Greenwood Development Corporation, a South Carolina Corporation, has caused these presents to be executed this 9th day of February, in the year of Our Lord one thousand nine hundred ninety-five and in the two hundred and eighteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

GREENWOOD DEVELOPMENT CORPORATION,  
a South Carolina Corporation

*[Handwritten Signature]*

By: *John W. Davis*  
John W. Davis, President

*Carlene B. Kilgore*

Attest: *Julian J. Nixson*

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

PROBATE

PERSONALLY appeared before me Cary S. Griffin  
who, on oath, says, that s/he saw the within named Greenwood  
Development Corporation by John W. Davis, its President, sign the  
within Amendment to Master Deed, and Julian J. Nixson, its Asst.  
Secretary attest the same, and the said Corporation, by said  
officers seal said Deed, and as its act and deed, deliver the same  
and that s/he with Carlene B. Kilgore witnessed the  
execution thereof.

*[Handwritten Signature]*

SWORN to before me this 9th  
day of February, 1995.

*Carlene B. Kilgore* (L.S.)  
Notary Public for South Carolina

My Commission Expires: 7/21/97

INDEX OF EXHIBITS

| EXHIBIT | DESCRIPTION   |
|---------|---|
| "A"     | Description of Phase II Property                            |
| "B"     | Real Property Description (all Phases)                      |
| "C"     | As Built Survey - Phase II                                  |
| "D"     | Floor Plans - Phase II Units                                |
| "E"     | Certificate of Architect - Phase II                         |
| "F"     | "Walk Through" Description of Phase II Units                |
| "G"     | Percentage of Interest in Common Elements (Phases I and II) |

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01/26/95

BETHEA, JORDAN  
& GRUBER, P.A.  
ATTORNEYS AND  
COUNSELLORS AT LAW

EXHIBIT "A" TO AMENDMENT TO MASTER DEED OF  
WINDSOR COURT HORIZONTAL PROPERTY REGIME  
DESCRIPTION OF LAND

PHASE II - WINDSOR COURT NORTH

Phase II

All that certain piece, parcel or tract of land situate, lying and being in the Leanington Section of Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina, shown and described as Phase II, having and containing 2.39 acres, more or less, on the plat entitled "As-Built Survey, Windsor Court Horizontal Property Regime, Phases I and II and Recreation Area", which plat was prepared by Hussey, Gay, Bell & DeYoung, Consulting Engineers and certified to by James M. Sims, R.L.S. (S.C.) #13169, which said plat is dated August 19, 1994, last revised January 26, 1998, and is recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 51 at Page 9. The property is described by courses and distances, metes and bounds, as follows, to-wit:

The Point of Commencement is a point located at the intersection of that private right-of-way known as Ocean Lane and Queens Way; proceeding from said Point of Commencement along a curve in a southeasterly direction with a radius of 25 feet, a chord bearing of S85°38'55"E for a distance of 29.10 feet to a point; thence proceeding N61°00'12"E for a distance of 86.29 feet to a point; thence proceeding along a curve in a northeasterly direction with a radius of 100 feet, a chord bearing of N53°53'40"E for a distance of 34.82 feet to a point; thence proceeding across Ocean Lane S43°12'55"E for a distance of 60 to a point; thence proceeding N46°47'05"E for a distance of 50.59 feet to a point; thence proceeding along a curve in a northeasterly direction with a radius of 1,490.81, a chord bearing of N49°13'30"E for a distance of 126.97 feet to the point; from said point proceeding along a curve in a northeasterly direction with a radius of 1,490.81, a delta angle of 8°37'15", a chord bearing of N75°58'30"E for a distance of 224.30 feet to a point; thence proceeding along a curve in a northeasterly direction with a radius of 817.50, a delta angle of 26°05'45", a chord bearing of N47°14'15"E for a distance of 51.92 feet to a point which marks the Point of Beginning for the Phase II Property; thence proceeding in a counterclockwise manner S51°44'E for a distance of 158.10 feet to a point; thence proceeding N83°16'00"E for a distance of 140 feet to a point; thence proceeding S6°44'E for a distance of 47.37 feet to a point; thence proceeding N83°16'00"E for a

distance of 43.59 feet to a point; thence proceeding S51°44'E for a distance of 178.22 feet to the Survey Tie Line; thence along the Survey Tie Line N40°16'30"E for a distance of 180.58 feet to a point which is noted on the plat as the point marking the State Plane Coordinates N118801.626 and E 2085685.756; from said point proceeding N46°56'30"W for a distance of 467.96 feet to a point which marks the northernmost point of the Phase II Property and which also is noted on the plat as the point marking the State Plane Coordinates N19118.879 and E2085341.756; from said point proceeding along a curve in a southwesterly direction along Ocean Lane said curve having a delta of 26°05'45", a radius of 817.50, a chord bearing of S47°14'15"W, a chord distance of 369.12 for a distance of 320.41 feet to the point which marks the point of beginning.

In case of conflict, if any, between the above mentioned courses and distances, metes and bounds description and the aforementioned plat, said plat shall be controlling.

AND ALSO, all of Declarant's right, title and interest in and to all water and sewer lines located on said Phase I and Phase II and Recreational Parcels or hereafter installed thereon, together with all pipes, pumps, pumping stations, or other equipment or facilities located thereon, subject to an easement to such lines, equipment or facilities to allow for the maintenance, repair or replacement of such lines, facilities or equipment or for the purpose of installing additional lines, equipment or facilities thereon from time to time.

SUBJECT to the right of ingress and egress reserved unto the Declarant herein, its successors and assigns and Grantees.

FURTHER, the Declarant expressly reserves the right, without any obligation, to improve the aforementioned property by clearing, tree pruning, constructing additional parking and common facilities, including, but not necessarily limited to recreational facilities, drainage facilities, lagoons, and the like, pertaining to Windsor Court Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to install lines, equipment and facilities for utility and drainage purposes and to grant easements over the property for the installation of additional lines, equipment or facilities for utility and drainage purposes from time to time.

FURTHER, the above property is submitted to the Windsor Court Horizontal Property Regime subject to that certain Declaration of Covenants, Conditions and Restrictions Running with Certain Land of

Exhibit "A" to First Amendment to Master Deed Windsor Court Horizontal Property Regime - Page 2



Greenwood Development Corporation, Etc., said Declaration dated July 9, 1985, and recorded in the RMC Office for Beaufort County South Carolina, in Deed Book 424 at Page 1642, as amended by ti. Supplemental Declarations recorded in Deed Book 502 at Page 1138, and by Supplemental Declaration recorded in Deed Book 512 at Page 610, and by Supplemental Declaration recorded in Deed Book 529 at Page 1290, and by Supplemental Declaration recorded in Deed Book 541 at Page 1782, and by Supplemental Declaration recorded in Deed Book 552 at Page 907, and by Amendment to Declaration recorded April 2, 1990, in Deed Book 550 at Page 321, and as further amended from time to time.

FURTHER, the above property is submitted to the Windsor Court Horizontal Property Regime subject to all easements as shown on the above plat of record and to all existing utility easements or easements to be granted in favor of the Broad Creek Public Service District or Leamington Owners' Association, Inc., of record in the RMC Office for Beaufort County, South Carolina.

FURTHER, the portion of the above property as described above lying eastward of the Survey Tie Line up to and including the high water mark of the Atlantic Ocean is being submitted to the Windsor Court Horizontal Property Regime without warranty of title and subject to all rights of the State of South Carolina in and to said area.

EASEMENTS:

ALSO, a general use easement for those amenities, byways, lanes, paths, walkways, bike trails and other rights-of-way on those certain properties within Palmetto Dunes Resort, now or hereafter in existence, as they now exist or may hereafter be modified by the Declarant, or its successors and assigns, and which are intended for the general use of all property owners and their proper guests and invitees, which said use shall be upon the terms and conditions as may be established from time to time by Declarant, its successors and assigns for all such property owners it being understood that certain areas are and shall be restricted as to access, said restrictions reserved as defined in the underlying covenants of record.

The within granted easements are hereby intended to be easements appurtenant to the Windsor Court Phase II Parcel which is more particularly described above for the use, benefit and to be incident to the ownership of the above described parcels, as applicable, and any portions thereof, or any condominium located therein or thereon now or at any time in the future.

DERIVATION:

The property described above is a portion of the property conveyed to Greenwood Development Corporation, by Deed of Palmetto Dunes Resort, Inc. dated November 16, 1979, recorded in the RMC Office for Beaufort County, South Carolina, in Deed Book 292 at Page 143.

BEIRA JORDAN  
& GRILLIN, P.A.  
ATTORNEYS AND  
COUNSELORS AT LAW

C86:YI:HHHDBCS COURT\DOCVG\EM

EXHIBIT "B"

FIRST AMENDMENT TO MASTER DEED WINDSOR COURT  
HORIZONTAL PROPERTY REGIME

DESCRIPTION OF LAND

PHASES I AND II - WINDSOR COURT NORTH

All those certain pieces, parcels or tracts of land having and containing a total of 7.29 acres, more or less, being shown and described as Phase I (3.21 acres), Recreational Area (1.49 acres), and Phase II (2.59 acres) on a certain plat entitled "As Built Survey, Windsor Court Horizontal Property Regime, Phases I and II and Recreation Area, Palmetto Dunes Resort, Hilton Head Island, Beaufort County, South Carolina" said plat dated August 19, 1994, and last revised January 26, 1995, said plat prepared by Hussey, Say, Bell & DeYoung, Inc., Consulting Engineers, James M. Sims S.C. Reg. 13169, said plat having been recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 50 at Page 146 and a subsequent revision having been recorded in Plat Book 51, at Page 9.

Together with all of the property lying eastward of the Survey Tie Line up to and including the high water mark of the Atlantic Ocean, all as shown on the aforementioned plat.

REGISTRY WINDSOR COURT DOC MC\_RND

BETH A. JORDAN  
& GREGG P. A.  
ATTORNEYS AND  
COUNSELLORS AT LAW

Exhibit "B" to First Amendment to Master Deed Windsor Court  
Horizontal Property Regime - Page 1