

CLASS "B" COVENANTS FOR
MULTI-FAMILY RESIDENTIAL AREAS
IN KIAWAH ISLAND

In addition to the General Covenants, the following restrictions and covenants shall be applied to those properties shown as Class "B" Residential Areas on plats of sections of Kiawah Island recorded in the office of the Register of Mesne Conveyance of Charleston County, South Carolina.

ARTICLE I

DEFINITIONS

The following words or terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (a) "Company" shall mean Kiawah Island Company, Inc. and its successors and assigns.
- (b) "Association" shall mean and refer to Kiawah Island Community Association, Inc., a South Carolina non-profit corporation, its successors and assigns.
- (c) The "Property" shall mean and refer to the lands in Charleston County, South Carolina which are shown as a part of Kiawah Island on the Company's Master Development Plan as revised from time to time.
- (d) "Tract" or "Multi-family tract" shall mean a tract or parcel of subdivided and platted land on Kiawah Island intended for multi-family residential use and which has been subjected to the provisions of these restrictions and covenants by reference in deeds to property issued by the Company.
- (e) "Dwelling Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including without limitation any condominium unit, townhouse unit, cooperative apartment unit, or apartment unit located within the Properties.
- (f) "Of Record" shall mean recorded in the office of the Register or Mesne Conveyance of Charleston County, South Carolina.
- (g) "Class B Limited Residential Area" shall mean those tracts or blocks of land intended for use as sites designated for the construction of multi-family dwellings, including, but not limited to, condominiums, villas, townhouses, cooperatives, and apartments.
- (h) The Covenants and Restrictions below will be referred to as the Class "B" Covenants for Kiawah Island and will be recorded in the Register of Mesne Conveyance of Charleston County, South Carolina, and may be incorporated by reference in deeds to residential property issued by the Company by reference to the Book and Page of recording.

ARTICLE II

COVENANTS, RESTRICTIONS AND AFFIRMATIVE

OBLIGATIONS APPLICABLE TO ALL CLASS "B"
MULTI-FAMILY RESIDENTIAL AREAS

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a residential and resort community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each tract. For this reason such standards are not established hereby.

1. The approval of plans required by paragraph 1 of Article I of the General Covenants will not be approved unless the proposed structure will have the minimum square footage of dwelling space or no more than the maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each Multiple Family Tract will be specified in each sales contract. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

2. All tracts in said Class "B" Limited Residential Areas shall be used for residential purposes exclusively: provided, however, that use of dwelling units and other space within a multi-family structure for meetings, seminars, or conferences of less than fifty (50) persons shall not be considered a non-residential purpose. No structure or structures shall be erected, altered, placed or permitted to remain on any tract or subdivision of tracts except as provided for in these covenants and restrictions, or except as provided for in each deed of conveyance, and the said deed shall, in the discretion of the Company, expressly determine and limit the number of condominiums, villas, townhouses, cooperatives, apartments or other dwelling units or group of such units to a given tract, area or lot of land, to include height of any and all such structures, and maximum occupancy of both individual units as well as total maximum occupancy or density of all units combined within a given tract, subdivision or complex.

3. The exterior of all buildings and other structures must be completed within two (2) years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Multi-family dwelling structures may not be temporarily or permanently occupied until the exterior thereof has been completed.

4. There shall be provided space off the street for parking of at least one (1) or more automobiles for each dwelling unit constructed on each Tract prior to the occupancy of any dwelling constructed on said Tract in accordance with reasonable standards, established by the Company.

5. No utility trailer, boat or boat trailer, camper, recreational vehicle, tent, barn, treehouse, or other similar outbuilding or structure shall be placed on any tract at any time, either temporarily or permanently. The Company or the Association will provide an area for the storage of boats and boat trailers, campers, utility trailers and other recreational vehicles for a reasonable user fee.

6. No tract shall be subdivided, or its boundary lines changed, except with the written consent of the Company.

7. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any tract owner or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

8. Following the subdivision of a Multiple Family Tract into individual lots on which Townhouses are intended to be constructed, no such individual lot shall be subdivided, or its boundary line changed, nor shall application for same be made to Charleston County, except with the written consent of the Company. However, the Company hereby expressly reserves itself, its successors, or assigns, the right to replat any townhouse lot or lots in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site for townhouses including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced to a size more than ten (10%) per cent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

9. Owners of Multiple Family Tracts within Kiawah Island shall, prior to leasing apartment units to tenants for a period of less than six (6) months, obtain the Company's written approval.

10. No apartment building, buildings, or any portion of an apartment building shall be converted to a condominium or cooperative form of ownership within Kiawah Island without the prior written consent of the Company. The Company's decision in determining whether to grant consent for such conversion may be based on any ground which in its sole and uncontrolled discretion shall seem sufficient. Should such consent be granted, the resulting condominium or cooperative shall continue to be subject to these Multi-Family covenants.

ARTICLE III

ADDITIONS LIMITATIONS, DURATION AND VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Company for a period of twenty-five (25) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by an instrument signed by a majority of the then owners of dwelling units substantially affected by such change in covenants, has been placed of record. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those dwelling units shown on (a) the plat showing the tracts to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a.)

2. In the event of a violation or breach of any of the restrictions contained herein by any tract owner, or agent of such owner, the owners of lots or dwelling units in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing the Company and/or the Association shall have the right, whenever there shall have been built on any tract any structure

which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorneys' fees as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future on Kiawah Island, or to limit therein the application of these covenants, provided that no limitations shall be made applicable to a portion of the lots in a platted subdivision, with any limitations to this Declaration of Covenants to be applicable only as to subdivisions in which no parcels have been previously conveyed subject to this prior Declaration of Covenants.

4. The Company reserves the right to assign to the Association any of its rights reserved in these covenants including, but not limited to, its right to approve (or disapprove) plans and specifications of proposed improvements.

5. The Association has established and published certain covenants and land use restrictions affecting properties in Kiawah Island. Said covenants have been placed of record in Book T108 at Page 337. Class "B" Limited Residential Areas shall also be subject to the provisions of the covenants established by the Association.

6. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

IN WITNESS WHEREOF, Kiawah Island Company, Inc. has caused these presents to be executed by its duly authorized officers this 19th day of February, 1976.

Signed, sealed and
delivered in the
presence of:

Lovick P. Suddath
Pamela J. Benson

KIAWAH ISLAND COMPANY, INC.
By: Frank W. Brumley
As its: V.P., Gen. Mgr.

