

CLASS "A" COVENANTS FOR  
SINGLE-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 "A" 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) "Residential Lot" or "Lot" shall mean any subdivided but unimproved parcel of land located within the Properties which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision map of any part of the Properties. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(e) "Of Record" shall mean recorded in the office of the Registrar of Mesne Conveyance of Charleston County, South Carolina.

(f) "Class A Limited Residential Area" shall mean those tracts or blocks of land intended for use as sites designated for the construction of single-family dwellings.

(g) The Covenants and Restrictions below will be referred to as the Class "A" Covenants for Kiawah Island and will be recorded in the office of 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 "A"  
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 lot. For this reason such standards are not established hereby.

1. The approval of plans required under paragraph 1 of Article I of the General Covenants will not be approved unless the proposed house or structure will have the minimum square footage of enclosed dwelling space. Such minimum requirement for each lot 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 lots in said Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and one (1) small one-story accessory building which may include a detached private garage and/or servant's quarter, provided the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

3. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such guest suite would not result in over-crowding the site.

4. The exterior of all houses and other structures must be completed within one (1) year 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. Houses and other dwelling structures may not be temporarily or permanently occupied until the exterior thereof has been completed. During the continuance of construction, the Lot Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition.

5. Each lot owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

6. No utility trailer, boat or boat trailer, camper, recreational vehicle, tent, barn, treehouse, or other similar outbuilding or structure shall be placed on any lot 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.

7. No lot shall be subdivided, or its boundary lines 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 to itself, its successors, or assigns, the right to replat any lot or lots owned by it and shown on the plat of any subdivision within Kiawah Island 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 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.

### 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 lots 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 lots shown on (a) the plat showing the lots 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 lot owner, or agent of such owner, the owners of lots 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 lot in the subdivision 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 in 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 right 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 "A" 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 19 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.

STATE OF SOUTH CAROLINA    )

  )  
COUNTY OF CHARLESTON    )

Personally appeared before me *Lovick P. Suddath* and made oath that he saw the within named *Frank W. Brumley, V.P.* sign and seal the foregoing covenants as the act and deed of Kiawah Island Company, Inc. and that deponent, with *Pamela J. Benson* witnessed the execution thereof.

Sworn to and subscribed before me this 19<sup>th</sup> day  
Of February 1976

Shirley I. Dixon  
Notary Public, South Carolina  
My commission expires 3-27-84

Filed, Indexed and Recorded,  
Feb. 19, 1976, 10:00am  
Book T108    Page 339

Register Mesne Conveyance  
Charleston County, S. C.