



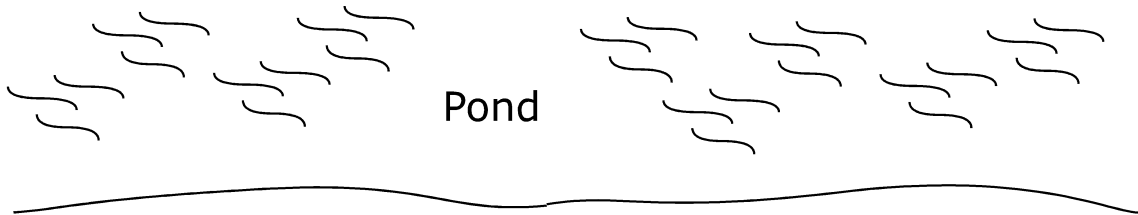
Lake Edge Vegetation Maintenance Agreement

The undersigned KICA Member(s), _____ (herein “Undersigned Member”), agree(s) and understand(s) that by signing this agreement, he/they will abide by the below written conditions for the vegetation management of the lake edge at the described location. All work done in this area on KICA property must adhere to KICA guidelines, which may be revised and updated by the KICA Board. KICA Lakes Management Department may inspect work and maintenance conducted by or on behalf of the Member to verify compliance with the KICA guidelines. The General Covenants require that landscaping plans be approved by the Kiawah Island Architectural Review Board (“ARB”). If the Member is planting vegetation or significantly altering existing vegetation on the Member’s property (or on KICA property with the written consent of KICA) rather than simply maintaining existing vegetation, then the Member agrees to seek and obtain ARB approval before commencing the work. This contract does not eliminate the need to seek ARB approval in accordance with its policies. See reverse side for Disclaimer.

Location of Work: _____

Work to be performed by: _____

Describe in detail the work to be undertaken on the Member’s property as well as on the lake edge that belongs to KICA, including vegetation to be pruned, removed, or added. Indicate on diagram below the location of the existing vegetation and the changes to be made. If site plans, drawings or other descriptive materials are available, please attach. Please also attach a survey of your property that shows its boundary nearest the lake edge.



Upland Property

√ —Grasses/Aquatics —Trees/Shrubs

MEMBER PRINT NAME

KICA PRINT NAME

MEMBER SIGN NAME DATE

KICA SIGN NAME DATE

cc: Member Master File

Disclaimer

If KICA agrees to the proposed work, Member understands and agrees that by such review, approval, and possible inspection, KICA does not warrant the sufficiency or any other aspect of the proposed work and makes no representation related thereto, and KICA assumes no duty or responsibility as to the work proposed or performed. The responsibilities of KICA are as set forth in its Declaration of Covenants and Restrictions, as amended, and the applicable law. This agreement, the procedures related to lake edge maintenance, and any actions or undertaking of KICA related thereto shall not create any legal duties or responsibilities.

If KICA agrees to the proposed work and the work as performed by the Member materially varies from that approved by KICA (and/or approved by the ARB), Member agrees at Member's sole expense to undertake corrective measures to conform the work to the approved plan promptly and, if such steps are not implemented in a prompt manner after notice of the deviations or deficiencies, to pay KICA and/or the ARB the cost of the corrective measures, including mitigation, and hereby authorizes KICA and/or the ARB to enter Member's property to accomplish inspections and all corrective measures taken.

The Undersigned Member hereby waive(s) and release(s) any claim or cause of action that he/they, or his/their personal representatives, heirs, and assigns, have now or may have in the future, for personal injury, wrongful death, property damage, or any other type of damages or loss of any nature against the Kiawah Island Community Association, Inc., and Kiawah Resort Associates, its board members, employees, agents, members, and assigns, regardless of whether such claim, damages, or injury, is known or unknown, or has accrued or will accrue in the future related to the matters addressed in this Lake Edge Vegetative Maintenance Agreement. The undersigned hereby fully and completely assume the risk of any injury, damages, or losses, regardless of whether they are caused by, or contributed to, by conditions that are known or unknown, open or hidden, or due to the inadvertent or intentional acts of others related to the matters addressed in this Lake Edge Vegetative Maintenance Agreement. By signing this Waiver and Release, the Undersigned Member, recognize(s) and agree(s) that he/they fully understand its contents and agrees to all of its terms. If work is performed by a third party hired or otherwise secured by the Member, Member agrees and understands he/she is responsible for informing third party of KICA requirements, including this contract, and that the third party is also bound by the waiver and release of claim above, and Member agrees to defend, protect, and hold harmless KICA, its directors, employees, and representatives from any claims of such third parties against them related to the matters addressed in this Lake Edge Vegetative Maintenance Agreement.

Contact information:

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