

13<sup>th</sup> AMENDMENT – ENFORCEMENT AUTHORITY

---

Return to: Kiawah Island Community Association  
23 Beachwalker Drive  
Kiawah Island, South  
Carolina 29455  
Attn: Chief Operating  
Officer

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

Cross Reference: Deed Book M-114  
Page 407

**THIRTEENTH AMENDMENT TO THE DECLARATION OF COVENANTS  
AND RESTRICTIONS OF THE KIAWAH ISLAND COMMUNITY  
ASSOCIATION, INC.<sup>1</sup>**

**WHEREAS clauses to be inserted here.**

**NOW THEREFORE**, the Declaration of Covenants and Restrictions (the “Consolidated Declaration”) of the Kiawah Island Community Association, Inc. is hereby amended as follows:

**PROVISIONS REGARDING THE ENFORCEMENT OF ASSOCIATION DOCUMENTS**

Section 3 of Article VIII of the Covenants is deleted in its entirety and replaced with the following:

Section 3: **Enforcement**

(a) **Authority.** The Properties shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply with this Declaration, the Bylaws and Rules and Regulations of the Association (“Association Documents”), and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Owners, to take action to enforce the terms of the Association Documents. In addition to any rights the Association may have against an Owner’s family, guests, tenants or occupants, as a result of such person’s violation of the Association Documents, the Association may take action under this Declaration against the violating Owner as if the Owner committed the violation.

---

<sup>1</sup> This title and the Whereas clauses are subject to change depending on which Covenant Amendments are approved

## 13<sup>th</sup> AMENDMENT – ENFORCEMENT AUTHORITY

Nothing herein shall be construed to affect the rights of an aggrieved Owner or occupant to proceed individually against a violating Owner hereof for relief from interference with his or her property or personal rights, and the Board of Directors may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or occupant against the Association for failure to enforce the provisions hereof if the aggrieved Owner or occupant has not personally pursued all available remedies against the violating Owner for redress provided under South Carolina law.

(b) **Types of Enforcement Actions.** In the event of a violation of the Association Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, unless otherwise provided, (A) all suspensions, fines and other actions shall comply with the procedures described below, and (B) except in the case of an emergency described in subsection (c)(iii)(4) below, the Association shall give a violating Owner at least thirty (30) days advance written notice of such violation before entering the Owner's property as provided in subsection (iv) below.

(i) suspend all rights to use any or all of the Common Properties, the Restricted Common Properties and the Purchased Common Properties (collectively the "Combined Common Properties");

(ii) suspend the voting rights of a violating Owner;

(iii) impose reasonable fines, as set forth in the Association Documents, which shall constitute a lien on the violating Owner's Residential Lot and/or Family Dwelling Unit;

(iv) to exercise other self-help remedies, including, without limitation those requiring the Association to enter upon the property where such violation exists, when such actions are deemed necessary or prudent in the sole judgment of the Association in order to eliminate or reduce the effect of such violation, all at the expense of the violating Owner;

(v) bring an action for permanent injunction, temporary injunction and/or specific performance to compel the violating Owner to cease and/or correct the violation; and

(vi) record in the Charleston County land records a notice of violation identifying any uncured violation of the Association Documents.

(c) **Violation Notice and Hearing Provisions.** Except as provided below, before taking any of the enforcement actions described in subsection (b) above, the Association shall give a written violation notice to the violating Owner as provided below.

(i) **Violation Notice.** The written violation notice to the violating Owner shall:

1. Identify the violation and the suspension(s),-fine(s) or other actions proposed to be taken in connection with such violation; and

2. Advise the violating Owner of the right to request a violation hearing before the Board of Directors to contest the existence of the violation or request reconsideration of suspension(s), fine(s) or other proposed actions.

Notwithstanding the Owners right to request a violation hearing, suspension(s) and/or fine(s) shall commence on the date of the written violation notice, unless a later date is specified in such

## 13<sup>th</sup> AMENDMENT – ENFORCEMENT AUTHORITY

notice. All such notices may be given by the Association in accordance with the provisions of Article VIII, Section 7 and/or Article III, Section 9 of the Declaration.

(ii) **Violation Hearing.** If the violating Owner submits a written request for a violation hearing within fourteen (14) days of the date of the violation notice described above is deemed to have been received by the violating Owner, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a violating Owner fails to timely request a violation hearing, such Owner loses the right to contest the violation and request reconsideration of the suspension(s), fine(s) or other proposed actions. If a violating Owner timely requests a violation hearing, the violating Owner shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the violation hearing, including but not limited to, limits on the amount of time one person can speak and limits on the number of speakers and the number of other participants who may be present at one time. The minutes of the violation hearing shall contain a written statement of the results of such hearing.

(iii) **No Violation Notice and Hearing Required.** No violation notice or violation hearing shall be required to:

1. impose late charges on delinquent assessments;
2. suspend a violating Owner's voting right if the violating Owner is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing;
3. suspend a violating Owner's right to use any of the Combined Common Properties if the violating Owner is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to use any of the Combined Common Properties shall be automatic (which shall allow the Association to tow and/or boot a violating Owner's vehicle located on any of the Combined Common Properties);
4. exercise self-help remedies in the case of an emergency where a violation of the Authority Documents, in the sole judgment of the Association, presents a threat to life, health, the environment or other property, including, without limitation, the entry upon any property of a violating Owner and the taking of such other actions as are deemed necessary or prudent in the sole judgment of the Association to eliminate or reduce such threat, all at the Owner's expense;
5. impose fines for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fine(s) may be imposed on a per diem basis without any prior notice to the violating Owner; or
6. impose fines if the same violation occurs again on the same property, in which case fine(s) may be imposed on a per diem basis without any prior notice to the violating Owner.
7. suspend any Member for any period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations as provided in subsection (d) of Section 6 of Article IV of the Consolidated Covenants.

**13<sup>th</sup> AMENDMENT – ENFORCEMENT AUTHORITY**

Unless the Owner has been given prior notice that any enforcement action may be taken if certain payments or other actions have not been taken, the Board of Directors shall promptly give the violating Owner notice following the taking of any of the enforcement actions described in this subsection (iii).

(iv) **Violating Owners Rights to Access Property: Entry by Association Not a Trespass.** Notwithstanding anything else contained herein, no enforcement action taken pursuant these Covenants shall preclude any violating Owner from accessing his or her Property. The entry by or on behalf of the Association on any Residential Lot or Dwelling Unit for the purposes described herein shall not be deemed a trespass.

(d) **Injunctions and Other Suits at Law or in Equity.** All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association Documents. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a violating Owner to cease and desist and/or correct any violation.

(e) **Costs and Attorney’s Fees for Enforcement Actions.** In any action taken by the Association to enforce the Association Documents, the Association shall be entitled to recover from the violating Owner, any and all costs incurred by the Association, including but not limited to attorneys’ fees and expenses actually incurred, all of which shall constitute a lien against the violating Owner’s Residential Lot and/or Dwelling Unit.

(f) **Failure to Enforce.** The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against any violating Owner. The failure of the Board to enforce any provision of the Association Documents shall not be deemed a waiver of the right of the Association to do so thereafter. No right of action shall exist against the Association for failure to take any enforcement action.

**IN WITNESS WHEREOF**, the undersigned officers of the Kiawah Island Community Association, Inc. hereby certify that the above amendment to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. was duly adopted by the requisite vote of the Kiawah Island Community Association Membership. This amendment will become effective as of the date listed below.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.**

By: \_\_\_\_\_  
Chair

Attest: \_\_\_\_\_  
Secretary

[CORPORATE SEAL]