

KIAWAH ISLAND
COMMUNITY
ASSOCIATION

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.

Administrative & Notices

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

1. The references to “County Council of Charleston, South Carolina” in Article VI, Section 1 and Section 3 of the KICA Covenants are hereby changed to read “County Council of Charleston, South Carolina or the Town Council of the Town of Kiawah Island, South Carolina, as applicable,”; provided, however, (i) the references to “Charleston County, South Carolina” in Article II, Section 1 of the KICA Covenants are hereby changed to “Charleston County and the Town of Kiawah, South Carolina”, (ii) the references to “Charleston County” and “Charleston, South Carolina” in Article III, Section 4 subsection (b) of the KICA Covenants are hereby changed to “Town of Kiawah Island” and (iii) the references to “County of Charleston, South Carolina” in Article VIII, Section 8 of the KICA Covenants are hereby changed to “Town of Kiawah Island”.
2. The phrase “at least” is hereby inserted immediately before each reference in the KICA Covenants to “three-fourths (3/4)”, “two-thirds (2/3)”, “fifty (50%) percent”, “sixty (60%) percent”, and “seventy-five (75%) percent” to the extent such is required to clarify that such references are meant to mean the minimum fraction or percentage necessary for a particular vote, approval or quorum requirement.



3. The references to “Register of Mesne Conveyance,” “RMC Office” and “R.M.C. Office” in the KICA Covenants are hereby changed to “Register of Deeds Office”. The references to “R.M.C. Office” in the recitals section will not be changed.
4. The last sentence of Article III, Section 5 of the KICA Covenants is hereby amended by deleting “At any time that the A, B, C and D Members have the ability to elect a majority of the Board of Directors,” The last sentence of Section 5 will now read as follows: “The Members may require a referendum on any action of the Board of Directors by presenting to the Secretary of the Board within thirty (30) days of the taking of such action or ratification by the Board of its intent to take such action a petition signed by not less than twenty-five percent (25%) of the Members”, as stipulated in the Association By-Laws.
5. The reference to “Corporation” in the title of Article III, Section 6 of the KICA Covenants is hereby changed to “Association”.
6. The references to “President” in the KICA Covenants are hereby changed to “Chair” and the reference to “Vice President” in the KICA Covenants is hereby changed to “Vice Chair”.
7. Article VIII, Section 2 of the KICA Covenants is hereby amended by deleting the second paragraph as follows: “No amendment to this Declaration shall be made without the consent of the Company until such time as eighty percent (80%) of the cumulative maximum number of lots and dwelling units authorized in Kiawah Island by the Town of Kiawah Island have been sold and conveyed to Type A Members, or until the termination of the Development Agreement between Kiawah Resort Associates, LP in [sic: and] the Town of Kiawah Island entered October 12, 2005, whichever occurs first”.
8. The first sentence of Article VIII, Section 7 of the KICA Covenants entitled “Notices” is hereby deleted in its entirety and replaced with the following: “Notices may be given as set forth in the Association’s By-Laws and/or pursuant to this Article VIII, Section 7. All notices required by the KICA Covenants and/or the Association’s By-Laws shall be deemed to have been received by the Member and given on (i) the postmark date if



mailed via regular United States mail correctly addressed to the Member’s address and with first class postage affixed thereto, (ii) on the date shown on the postal return receipt, if mailed to the Member by United States registered or certified mail, postage prepaid, return receipt requested, and the receipt is signed by or on behalf of the Member, (iii) the next day immediately following the date of delivery to a commercial delivery service (e.g., United Parcel Service, FedEx, DHL Express, etc.) if correctly addressed to the Member’s address and sent via overnight delivery, or (iv) the date of transmittal thereof if sent to the Member via electronic means in accordance with the requirements of Article III, Section 9 hereof. If the Association properly delivers, mails, or transmits the notice in accordance with this Section, the Member is deemed to have been given notice whether or not the Member actually receives it.”

9. The following will be added as a new Section 11 in Article VIII titled “Construction”. “In the event of a conflict or omission between these KICA Covenants and the South Carolina Homeowner Association Act (“SCHAA”) and/or the South Carolina Non-Profit Corporation Act (“SCNCA”), the SCHAA and SCNCA shall control”.

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: _____

[CORPORATE SEAL]

Chair

Attest: _____

Secretary

