

COVENANTS AFFECTING
PATIO HOME SITES IN
KIAWAH ISLAND

In addition to the General Covenants, the following restrictions and covenants shall be applied to those areas shown as Patio Home Sites 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, Ltd. 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) "Patio Home Sites" and "Home Sites" as used herein shall mean and refer to all those parcels or tracts of land intended for subdivision or subdivided into properties or lots intended for construction of detached dwelling units and on which a patio wall will be required to be erected.

ARTICLE II

RESTRICTIONS

1. The approval of plans required under Paragraph 1 of Article 1 of the General Covenants will not be approved unless the proposed house of structure will have the minimum square footage of enclosed dwelling space. Such minimum requirements for each Home Site 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. (a) All Patio Home Sites shall be used for residential purposes exclusively.

(b) 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.

3. 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 occupied until the exteriors thereof have been completed. During the continuance of construction, the owner of the Patio Home Site shall require the contractor to maintain the Site in a reasonably clean and uncluttered condition.

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

5. The first floor enclosed area of a Patio Home may not be constructed so as to cover or occupy in excess of 40 percent of the entire area of the Patio Lot.

6. The cost of construction, maintenance and repair of a Patio Wall shall be the sole responsibility of the lot owner on whose lot the same is situated.

7. No Home Site 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 Home Site or Home Sites owned by it and shown on the plat of any subdivision within Kiawah Island in order to create a modified building Home Site or Home Sites; and to take such other steps as are reasonably necessary to make such replatted Home Site 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 Home Sites, provided that no Home Site originally shown on a recorded plat is reduced to a size more than ten (10%) per cent smaller than the smallest Home Site 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 Home Sites into one (1) larger Home Site. Following the combining of two (2) or more Home Sites into one (1) larger Home Site, only the exterior boundary lines of the resulting larger Home Site shall be considered in the interpretation of these covenants.

8. Dwelling units constructed on Patio Home Sites must be constructed so as to utilize a Patio Wall as designated on the recorded Subdivision plat. Said Patio Wall shall be constructed simultaneously with a Patio Home and shall be located so that the exterior of the

same shall be located three (3) feet inside of and parallel to the designated property line on the recorded subdivision plat.

9. The dwelling unit shall utilize a portion of the Patio Wall as one of its exterior walls unless an alternative location of the dwelling is approved pursuant to the provisions of Paragraph 10 of this Article II and shall be constructed so that neither the Patio Wall nor the dwelling unit provides any window or view openings looking into or overlooking the adjacent Home Site and provides no access way or entry way into said adjacent Home Site.

10. Should an owner of a Patio Home Site desire to locate his Patio Home on a portion of the lot other than contiguous to the Patio Wall, he may apply to the Company for approval of the alternative location. A site plan showing the proposed alternative location shall not relieve the owner's responsibility to construct a Patio Wall as required by Paragraph 8 of this Article II. Approval or disapproval of an application for alternative location of a Patio Home may be based by the Company on purely aesthetic considerations.

11. There shall be reserved a three-foot easement on each Home Site between the exterior of the Patio Wall and/or Patio Home and the parallel property boundary line for the use and enjoyment of the adjacent Home Site owner, only as hereinafter provided. Said three-foot easement area and the exterior of the Patio Wall and/or Patio Home may be used by an adjacent Home Site owner only for the planting and care of shrubbery and other landscaping and shall be used in a manner which does not interfere with the structural integrity of the Patio Wall and/or Patio Home.

12. A seven-foot easement is further reserved along with boundary line of each Home Site, opposite the boundary line along which the Patio Wall is to be constructed, for the construction, maintenance, and repair of the Patio Wall and/or Patio Home on the adjoining lot. The use of said easement area by an adjoining Home Site owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the seven-foot easement area that is removed or damaged by the adjoining Home Site owner during the construction, maintenance or repair of his Patio Wall and/or Patio Home, shall be repaired or replaced at the expense of the said adjoining Home Site owner causing such damages.

13. Said Patio Home shall be constructed with appropriate means to insure that no excessive rain water is discharged upon the adjoining Home Site.

14. Notwithstanding the foregoing, owners of two (2) contiguous Patio Home Sites may apply to the Company for approval to construct and maintain a party wall along their common boundary line, provided that:

(a) Such party wall shall constitute an integral part of each owner's Patio Home.

(b) The Company's approval of the construction of a party wall will not relieve an owner's responsibility to construct a patio wall which is designated to be located three (3) feet from a boundary line other than that over which the party wall is to be constructed.

(c) The party wall must be constructed to have a four-hour fire resistance rating and must be acoustically deadened with a rating of STC 52-54 as described in the Southern Building Code.

(d) Provisions of this paragraph 15 which are in conflict or inconsistent with provisions of the preceding thirteen (13) paragraphs shall control.

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 Home Sites 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 Home Sites shown on (a) the plat showing the Home Sites 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 Home Site owner, or agent of such owner, the owners of Home Sites 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 Home Site 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 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.

of Kiawah Island Company, Inc. and that deponent, with *Pamela J. Benson* witnessed the execution thereof.

Sworn to and subscribed
before me this 19th 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 341

Register Mesne Conveyance
Charleston County, S.C.