



Tenant Name _____

Property Address _____

Community residents who do not own property but rent on Kiawah Island for a period of nine months or more are eligible to use the Sandcastle Community Center. Terms and conditions are contained in the *Long-Term Lease Addendum* below.

LONG-TERM LEASE ADDENDUM

This addendum is included with and becomes a part of any lease pertinent to condos, villas, cottages and single-family homes located within the community of Kiawah Island.

I. The Property:

All long-term tenants/leaseholders occupying Kiawah Island rental property, for nine months or longer, are notified that the *Community Association and General Covenants* and *Rules and Regulations* of Kiawah Island are applicable to them. Further, that any willful violations - after having been notified by the Kiawah Island Community Association, Inc. ("KICA") in writing of such violations - will abrogate this lease making it null and void. The tenant(s) agree(s) to vacate the premises immediately when notified that the lease has been abrogated because of covenant and/or rule violations.

The lessee further agrees to indemnify the landlord against any costs incurred in enforcement of the foregoing paragraph.

The Covenants and rules and regulations are set forth in the booklets:

- Community Association and General Covenants*
- Handbook of Frequently Encountered Rules and Regulations*
- Single-Family Covenants*
- Multi-Family Covenants*
- Patio-Home Covenants*
- Any pertinent subdivision covenants*

Pertinent excerpts from the above-cited booklets are indicated below:

1. Leaseholders may not park the following types of vehicles in a visible location such as a driveway, yard or street:
 - a. Motor homes/recreation vehicles,
 - b. Boats,
 - c. Trailers of any sort, and/or
 - d. Vehicles (trucks) larger than two-ton load capacity
2. Leaseholders may not solicit on the island.
3. Pets must be secured by a leash or within 20 yards of a responsible person and able to be brought to heel immediately by voice command.
4. Leaseholders must obey all state of South Carolina traffic rules and posted speed limits while driving on Kiawah Island, as well as all rules and regulations as outlined in the *Handbook of Frequently Encountered Rules and Regulations* adopted March 30, 1990, with the latest revisions dated November 10, 2003, by the board of directors of the community association.
5. Leaseholders are responsible to reside in a quiet manner.
6. Leaseholders are responsible for preventing the development of unclean, unsightly or nuisance conditions of their rental property.
7. Rules prohibiting littering are strictly enforced. *(continued)*
8. Penalties/fees for infractions of any covenant, rule or regulation may be imposed.

Any costs incurred by KICA in the enforcement of its rules, including court costs and legal fees, are the responsibility of the lessee.

II. Access:

1. Long-term tenants may obtain a vehicle decal upon payment of a \$50 deposit, which is refundable at the time the decal is returned to KICA, upon the termination of your lease, provided the member is in good standing. Tenant decals and passes are available at the KICA administrative offices.
2. Those long-term tenants who elect not to use the decal will be provided with a renter's pass.
3. Your guests will be provided access to your rental property upon your call to main gate security at 843-768-5566.
4. Long-term tenants are entitled to use of KICA purchased common properties. The long-term tenant becomes the "resident" and the KICA member becomes a "non-resident." The KICA member will be obligated to pay all applicable fees as approved by the board of directors. At the present time, KICA Sandcastle Recreation and Community Center is the only purchased common property. On recreation events where space is limited, first priority will be given to KICA members, though KICA staff will make every effort to provide identical programs, if there is adequate demand.

Nothing in this lease addendum shall be construed to invalidate or limit any rights granted to KICA through its covenants, by-laws, rules and regulations, or other documents that may be in effect. KICA has total discretion to enforce the provisions of this addendum. Both the tenants and members agree that they shall have no recourse against KICA for the exercise of rights granted KICA under this addendum.

Leaseholder Signature(s)

By signature, the leaseholder agrees that this addendum and rights of privilege are valid only for _____ and their immediate family (i.e. spouse, dependant children). This agreement is not transferable to any other party absent the express written permission of KICA and the execution of a new lease and KICA long-term lease agreement. The leaseholder understands that in order to utilize the Sandcastle facility, they are responsible for paying all applicable fees as approved by the board of directors, which will be credited back to the member's account. Any amount previously paid by the member will be deducted from the amount due by the tenant.

Leaseholder 1 Signature

Leaseholder 1 Printed Name Date

Leaseholder 2 Signature

Leaseholder 2 Printed Name Date

Member Signature

By signature, the association member, _____, understands and agrees that they are releasing their right to use of the Sandcastle facility as a primary member. Should the member wish to use the Sandcastle while this agreement is in effect, they may do so as a secondary member of the property, by paying applicable Sandcastle fees in effect at that time.

Member Signature

Member Printed Name Date

KICA Representative Signature

KICA Rep Printed Name Date

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