

THIS DECLARATION PROVIDES FOR ASSESSMENTS WHICH ARE LIENS ON LOTS. BEFORE PURCHASING A HOME IN REGATTA, A PURCHASER SHOULD VERIFY WITH THE PROPERTY OWNERS ASSOCIATION THAT THERE ARE NO UNPAID ASSESSMENTS.

**SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR ALL ADDITIONAL PHASES OF REGATTA**

This Supplemental Declaration of Covenants and Restrictions ("Supplemental Declaration"), which covers the Additional Phases of Regatta, as described below, is made this 12th day of September, 2007, by South Carolina Electric & Gas Company (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant and Wyman Boozer ("Boozer") executed and recorded that certain Declaration of Covenants and Restrictions for Regatta Pointe (subsequently re-named "Regatta") recorded in Lexington County in Book 3757 at Page 277, amended by instrument recorded in Book 7435 at page 58 (the "Original Declaration"); and

WHEREAS, Article V of the Original Declaration provides that Declarant may establish additional covenants and restrictions applicable to phases of Regatta developed by Declarant; and

WHEREAS, Declarant has developed and is preparing to sell lots in Phase III of Regatta, being more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Declarant desires that this Supplemental Declaration encumber future phases of Regatta in which Declarant may establish additional lots and/or common area, such additional phases to be within the property described in Exhibit B attached hereto and made a part hereof (the Phase III tract described in Exhibit A and the future phase property described in Exhibit B are referred to collectively herein as the "Additional Phases");

NOW, THEREFORE, in order to impose additional covenants and restrictions on the Additional Phases, which covenants and restrictions shall be in addition to and supplement the Original Declaration, Declarant hereby executes and records this Supplemental Declaration.

**ARTICLE 1
RIGHTS RESERVED TO DECLARANT; INTERPRETATION; DEFINITIONS**

Section 1.1. DECLARANT'S ENFORCEMENT RIGHTS. With respect to the Additional Phases, all rights of enforcement of the terms and conditions of this Supplemental Declaration are reserved to Declarant until all Lots in the Additional Phases are sold to parties other than Declarant and certificates of occupancy have been issued for completed homes on all such

Lots. Without limiting the generality of the foregoing, Declarant reserves the following powers and rights with respect to the Additional Phases:

- (a) To enforce the provisions of this Supplemental Declaration;
- (b) To assess an Assessment for Non-Compliance as provided herein, which shall be a lien upon the Owner's Lot as provided herein;
- (c) To issue and enforce all Regulations; and
- (d) Without limiting the generality of the foregoing, to issue and enforce Regulations applicable to the operation and use of the boat storage area, including Regulations for the equitable assignment of boat storage spaces to Owners.

Declarant may delegate its authority under this Supplemental Declaration to a third party or may provide for a management company to administer such authority. Declarant may at any time and from time to time in its sole discretion elect to relinquish in writing any or all rights of Declarant or of the Architectural Review Board to the Association. Until Declarant does so, however, all such rights and powers shall be vested in Declarant or the Architectural Review Board as provided herein.

Section 1.2. INTERPRETATION AND APPLICATION OF THE SUPPLEMENTAL DECLARATION IN RELATION TO ORIGINAL DECLARATION. This Supplemental Declaration contains provisions, covenants and restrictions applicable to all Lots in the Additional Phases, and which are in addition to the provisions, covenants and restrictions set forth in the Original Declaration. The Original Declaration is applicable to all prior phases of Regatta and is also applicable to the Additional Phases. Nothing herein should be construed as relieving the Lot Owners of any obligations under the Original Declaration, which are binding on all Lots in the Additional Phases. To the extent this Supplemental Declaration may add requirements and restrictions not contained in the Original Declaration, such shall be binding on all Owners of Lots in the Additional Phases, but will not be binding on Lots in the prior phases of Regatta that have not been made subject to this Supplemental Declaration. This Supplemental Declaration shall be construed in conjunction with the Original Declaration reasonably so as to allow the practical application of the intent of the provisions of this Supplemental Declaration.

Section 1.3. COMMON AREAS. This Declaration and the recorded plats of phases of Regatta, including the plat referenced in Exhibit A, shall not be construed as conveying Common Areas to the Association, even if a plat shows an area as "Common Area" or some similar term. Common Area will be conveyed to the Association only by a deed from Declarant.

Section 1.4. DEFINITIONS. All capitalized terms used herein or in any amendment or addendum to this Declaration, unless otherwise defined herein or therein, shall have the meaning set forth in Exhibit C attached hereto and made a part hereof. If not defined in Exhibit C or elsewhere in this Supplemental Declaration, capitalized terms shall have the meaning set forth in the Original Declaration.

ARTICLE 2
USES OF LOTS IN ADDITIONAL PHASES; EASEMENTS

Section 2.1. CONSTRUCTION IN ACCORDANCE WITH PLANS. In accordance with Article II, Section 1 of the Original Declaration, Declarant shall serve as the Architectural Review Board for the Additional Phases until such time as Declarant voluntarily relinquishes such function. Except as prohibited by law, including applicable FCC rules and regulations (which limit, but do not entirely prohibit, control by the Association of the size and location of antennas and satellite dishes), no Structure shall be constructed, erected, maintained, stored, placed, replaced, changed, modified, altered or improved on any lot unless approved by the Architectural Review Board and other appropriate or applicable governmental entity and use of approved structures shall comply with the regulations issued by the Architectural Review Board from time to time. No construction, reconstruction, erection, repair, change or modification shall vary from the approved Plans. The Architectural Review Board shall have complete discretion to approve or disapprove any Structure. The Architectural Review Board may issue from time to time Architectural Guidelines and Regulations to assist it in the approving of Structures and may change such Architectural Guidelines and Regulations at any time and from time to time without notice to the Owners. Unless otherwise approved by the Architectural Review Board, a dwelling's attached garage shall not be converted, renovated, or otherwise changed into enclosed living area. In addition to Structures, the Architectural Review Board must approve all landscaping plans for Lots in the Additional Phases.

Section 2.2. EXCAVATIONS OR CHANGING ELEVATIONS. No Owner shall excavate or extract earth for any business or commercial purpose.

Section 2.3. SEWAGE SYSTEM. Sewage disposal shall be through the public system approved by appropriate State and local agencies.

Section 2.4. WATER SYSTEM. Water shall be supplied through a public system approved by appropriate State and local agencies.

Section 2.5. UTILITY FACILITIES. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to telephone, cable T.V., electricity, gas, water and sewage systems, which may be in variance with these restrictions.

Section 2.6. EASEMENT FOR UTILITIES AND COMMON FACILITIES. Declarant reserves unto itself, its permittees, its successors and assigns, a perpetual, alienable, easement and right of ingress and egress, over, upon, across and under each Lot and all Common Area, if any, as are necessary or convenient for the erection, maintenance, installation, and use of electrical systems, irrigation systems, landscaping, telephone wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities including easements for privately owned televisions and other communications cable and equipment, and Declarant may further cut drainways for surface water when such action may appear by Declarant to be necessary in order to maintain

reasonable standards of health, safety, and appearance, or to correct deviations from approved development drainage Plans, provided such easement shall not encroach on or cross under existing buildings or dwellings on the Lot or Common Area. Declarant further reserves an easement on behalf of itself, its permittees, its successors and assigns, over along each side Lot line, the rear Lot line, and street front Lot line in the widths specified in Section 1.3, and over such other areas of each Lot as may be shown on recorded plats of the Additional Phases, for construction, ownership and maintenance of utility installations, utility rights of way, drainage installations and drainage rights of ways. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety and appearance. Declarant further reserves the right to locate signs, entrances, landscaping, sprinklers and other improvements related to the Common Area or common facilities of the Additional Phases including, but not limited to, entrances, wells, pumping stations, and tanks, within residential areas on any walkway or any residential Lot in the area designated for such use on any applicable plat of the residential subdivision, or locate the same on the adjacent Lot with the permission of the Owner of such adjacent Lot. Such rights may be exercised by a licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility service. No Structures, including, but not limited to, walls, fences, paving or planting shall be erected upon any part of the Additional Phases which will interfere with the rights of ingress and egress provided for in this paragraph and no Owner shall take any action to prevent the Association, Declarant, or any public or private utility service providers, or any of their employees, agents or contractors, from utilizing the easements reserved herein. **Declarant, the Association, its Board of Directors, the Architectural Review Board, and their officers, employees, agents and contractors shall not bear responsibility for the repair or replacement of any landscaping planted, special grading established, or Structure constructed within an easement, whether planted, established or constructed intentionally or inadvertently and whether approved or not by Declarant, the Association, its Board of Directors or the Architectural Review Board.** Declarant, its successors and assigns, expressly reserves the right to alter any easement described in this paragraph. Such right to alter shall be limited to such extent as will allow the Owner of the Lot and Structure to convey marketable title. The rights and easements conferred and reserved herein shall be easements in gross of a commercial nature for the benefit of Declarant, its permittees, successors and assigns to serve any property whether or not subject to this Declaration. Such easement rights shall also be for the direct benefit of utility service providers as designated by Declarant, and Declarant may by recorded instrument assign and convey such easement rights, together with title to utility installations, to utility service providers.

Section 2.7. YARD AND LANDSCAPING MAINTENANCE.

(a) In the event that the Owner of any Lot fails to maintain their yard and overall landscaping in a manner in keeping with the Declaration, as determined by Declarant or the Architectural Review Board from time to time as they see fit, Declarant or the Architectural Review Board may issue a compliance demand requiring the Owner of the Lot to bring the Lot into keeping with the Declaration, as determined by Declarant or the Architectural Review Board. If the Owner of the Lot fails to comply within the time required by the notice, Declarant or the Association may, in addition to all other remedies provided herein, enter upon the Lot, bring the Lot into keeping with

the Additional Phases, as provided above, and levy against the Owner of the Lot an Assessment for Non-Compliance and such Assessment shall be a lien upon the Lot.

(b) The responsibility of an Owner of a Lot to properly maintain the Owner's yard and overall landscaping includes, but is not limited to, the following:

- (i) preventing any underbrush, weeds, or other unsightly plants to grow upon the Lot and Area of Extended Lot Owner Responsibility;
- (ii) providing permanent vegetation, including but not limited to grass, fully and uniformly distributed over the Lot and Area of Extended Lot Owner Responsibility;
- (iii) unless approved otherwise by Declarant or the Architectural Review Board, maintaining and (if they are determined to be unhealthy by Declarant or the Architectural Review Board,) replacing, any tree(s) or portions thereof and/or other vegetation upon the Lot or Area of Extended Lot Owner Responsibility or located within the road right-of-way, that (1) are specifically required to be removed or replaced by Declarant or the Architectural Review Board (2) were required by Declarant or the Architectural Review Board to have been protected during construction, or (3) were placed in this area in accordance with an approved landscape plan;
- (iv) providing proper grading, drainage and erosion control elements on the Lot and Area of Extended Lot Owner Responsibility, in accordance with Article 6 of this Supplemental Declaration;
- (v) preventing and repairing any erosion on the Owner's Lot, Area of Extended Lot Owner Responsibility, any other Lot, or any street in the Additional Phases caused by surface run-off from the Owner's Lot, in accordance with Article 6 of this Supplemental Declaration; and
- (vi) providing, at the Owner's expense, general maintenance, including but not limited to proper watering, insect and weed control, fertilization, pruning, regular replacement of straws and mulch, proper drainage control, etc. and other types of normal maintenance not provided by the Association, of the overall landscaping and grass for their Lot and Area of Extended Lot Owner Responsibility in compliance with the Regulations and Architectural Guidelines established by Declarant or the Architectural Review Board.

(c) Any entry by the Association, the Architectural Review Board or Declarant, or by their agents, employees, officers or contractors under the terms of this Section shall not be deemed a trespass, and an easement in gross of a commercial nature is reserved to Declarant, the Architectural Review Board and the Association for the purpose of entry onto any residential Lot for the purpose of enforcing this paragraph. This provision shall not be construed as an obligation on the part of Declarant, the Association or their assigns to provide garbage or trash removal services. As provided herein, these rights may be assigned by Declarant to the Association or other appropriate

entities. The Owner shall hold harmless Declarant, the Association, the Board of Directors of the Association, and the Architectural Review Board and their agents, employees, officers and contractors, from any liability incurred arising out of correcting the Owner's breach of this Section.

Section 2.8. ACCESS BY DECLARANT OR ASSOCIATION. For the purpose of performing its function under this or any other Article of the Declaration, to correct any violation of this Declaration, the Architectural Guidelines or the Regulations, and to make necessary surveys in connection therewith, Declarant, the Architectural Review Board, the Association, and their duly authorized employees, officers, agents and contractors shall have the right to enter upon any Lot.

Section 2.9. EMERGENCY ACCESS. There is hereby reserved and granted to Declarant, the Architectural Review Board, the Association their directors, officers, agents, employees, and managers and to all policemen, firemen, ambulance personnel and all similar emergency personnel an easement to enter upon the Additional Phases, any part thereof or Lot in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner affected thereby. The rights granted herein to the Association include reasonable right of entry upon any Lot or dwelling to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Additional Phases.

Section 2.10. CONSTRUCTION EASEMENT FOR DECLARANT. During the period that Declarant owns any Lot primarily for the purpose of sale or owns any interest in any portion of the Additional Phases, Declarant and its duly authorized representative, agents, and employees shall have a transferable right and easement on, over, through, under and across the Additional Phases for the purpose of constructing dwellings on the Lots and making such other improvements to the Additional Phases as are contemplated by this Declaration and to the Additional Phases as Declarant, in its sole discretion, desires, and for the purposes of installing, replacing, and maintaining all dwellings and other improvements within the Additional Phases, as well as utilities servicing the Additional Phases or any portion thereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing.

Section 2.11. LEASES OF DWELLINGS. Any lease agreement between an Owner and a tenant for the lease of such Owner's dwelling on the Lot shall provide that the terms of the lease shall be subject in all respects to the provisions of this Supplemental Declaration, the Original Declaration, the Articles of Incorporation and By-Laws of the Association, and any Regulations promulgated by the Association. The Owner shall incorporate in any lease of any Lot or dwelling a provision stating that failure to comply with the terms of such documents shall be default under the terms of the lease. All leases of Lots shall be in writing and a copy of the executed lease upon, written demand, must be provided to Declarant and the Board of Directors.

Section 2.12. STREET LIGHTING CHARGE. Each Owner shall pay a monthly charge for street lighting service as charged by the Declarant as the electric utility provider.

Section 2.13. SITING REQUIREMENTS. The Architectural Review Board must approve the location on a Lot of all Structures, including but not limited to, buildings, dwellings, garages, porches, sheds, greenhouses, bathhouses, terraces, patios, decks, stoops, wing-walls, swimming pools (if allowed, and in any event in-ground only) and storage buildings for related equipment (including but not limited to filters and water pumps).

Section 2.14. TREE REMOVAL. Removal of trees more than twelve (12) inches in width at diameter breast height and more than ten (10) feet outside the footprint of the approved house plan shall be subject to approval of Declarant or the Architectural Review Board.

Section 2.15. WATERFRONT AREAS AND WATERWAYS. Any Lot which shall abut upon a lake, stream, pond, wetland or other waterway shall be subject to the following additional restrictions:

(a) No revetment, rip-rap or any other structure or material shall be built, placed or maintained upon any waterfront Lot or into or upon any waterway on the Additional Phases or adjacent thereto except with the specific written approval of Declarant or the Architectural Review Board.

(b) Except with the prior written approval of Declarant or the Architectural Review Board no device or material may be constructed, placed or installed upon any Lot which shall in any way alter the course of natural boundaries of any water way or which shall involve or result in the removal of water from any waterway.

(c) Declarant, the Association and the County of Lexington are hereby released and discharged from any and all claims for damages to an Owner's property or person heretofore or hereafter sustained or to accrue by reason or account of the operation and maintenance of any waterways by any other party.

Section 2.16. RESTRICTIONS AND PROVISIONS CONCERNING LAKE MURRAY.

(a) Each Owner, by accepting title to the Lot, and such Owner's family members, guests, invitees and agents agree to indemnify and hold harmless Declarant, the Association, its Directors and the Architectural Review Board with respect to all matters concerning the condition of Lake Murray and the land under Lake Murray, including without limitation any injury or damage to person or property caused by the condition of Lake Murray or the sub-surface conditions beneath Lake Murray. Without limiting the generality of the foregoing, each Owner is responsible for determining the existence of any underwater materials and the effect the same may have on the construction of a dock. Use of the waters of lake Murray is inherently risky and is at such parties' own risk.

(b) Declarant, in connection with its acquisition of fee simple tracts and water flowage rights at the time the Lake Murray Dam was constructed and Lake Murray was created, obtained and still holds certain rights which may affect the Lots as set forth in deeds and easements in the chain of title to the Lots. Without limiting the generality of the foregoing, Declarant may hold certain flowage rights, clearing rights and releases from liability as set forth in deeds and easements in the chain of title to the Lots. Nothing in this Supplemental Declaration or in the Original