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## DEGLARATION OF <br> COVENANTS AND RESTRICTIONS FOR REGATTA POINTE

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## B4757P6280

## DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration executed this for day of ' f . c , HG96, DY GOUYH CAROLINA ELECMRIC \& GAS VOMPANY ("SCEGG") and S', WYMAN BOOZER ("Boozer") (SCEGE and Boozer afe sometimes referred to collectively herein as "Declarants").

## WITNESSETH:

WHEREAS, SCEEG is the owner of the tracts of real property described in Exhibit A dttached hareto and made a patt hereof (the "Future Development Tracts") i and

WHEREAS, Boozer is the current owner of portions of and has the option to acquire from sceag the remainder of, the tracts of real property deseribed in Exhibit $B$ attached hereto and made a part hereof (the "Boozer Property"); and

WHEREAS, SCEGG and Boozer desire to establish general covenants, condttons and restrictions in order to provide for the compatible development of the Future Development Tracts and the Boover Property (the future Development Tracts and the Boozer property are collectively referred to herein as the "Property");

NOW, THEREFORE, in consideration of the benefits to be derived by scesg, Boozer, and subsequent owners of lots within the Property, the undersigned hereby establish, publish and declare that the covenants and restrictions, hereafter set forth shall apply to the Property, becoming effective immediately and runnimg with the land, to be binding upon all persons now claiming or hereafter owning or clatming an interest in any portion of the property.

ARTICLE I

## DEFINITIONS

Section i. "Association" means the Regatta Pointe Homeowners Association, South carolina non-profit eorporation to be formed by Deciarants, and its successors and assigns.

Section 2. "Board" means the board of directors of the Association.

Section 3. "Common Area" means certain pyoperty owned by SCE\&G which is to be used for a boat storage area and boat ramp and as otherwise approved by sceace and Boozer. ScE\&G shail convey such Common Area to the Association by reference to a recorded plat at buch time as Boozer has completed the boat ramp and boat storage area within such Common Area and Boozer has also completed all subaivision improvements on the Boozer Property and recorded the final: subdivision plat for the Boozer Property. A Developer may convey adational property to the Association upon the written

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consent of all Developers，and such property shall thereafter constitute＂Comon Area＂as such term is used herein，

Section 4．$\therefore$＂Developer＂means Boozer and his successors in title，with respect to the Boozer property，and scewg and any one or more successors in title to sceeg with respect to any Phase of the Future Development Tracts．

Section 5．＂Front Yard＂means the area between a dwelling and the street which the dwelling faces．

Section 6．＂Lot＂means any numbered plot or lot of land comprising a single dwelling site which may be established by any plat recorded affecting any portion of the Property Each Developer shall have sole authority to aetermine the layout of Jots tha record subaivision plats with respect to such Developer！s Bhases，provided that each wet shali have an area of at jeast 12,000 square feet．

Section 7．＂Mortgage＂means any mortgage，deed to secure debr，aeed of trust or any other simllar instrument given to secure the payment of an indebtedness．

Section 8．＂Regatta pointe＂means that certain residential commuity known as Regatta pointe which is being developed in Lexington County；south carolina．

Section 9 ．＂owner＂means the record owner（including a Developer），whether one or more persons or entities，of the fee simple title to any Lot in Regatta pointe．

Section 10 ，＂Phase＂means each of the Boozer Property and each portion of the Future Development Tracts which may be developed from time to time as a residential neighborhood．

Section 11．$\therefore$＂＂Structure＂means：
（a）Any thing or object；the placement of which upon any Lot may affect the appearance of such lot，including by way of iliustration and not limitation any building or part thereof， garage，porch，shed，greentouse，bathhouse，dock，boatlift，foop or cage，covered or uncovered patio，swimming pool，fence，eriveway， curbing，paving，wall，sign，signboard or any other temporary or permanent improvements to such Lot；
（b）Any excavation，grading，fill，ditch，diversion or other thing or aevice which affects or alters the flow of any waters in any natural or artificial creek，stream，wash or aralnage channel to，Erom，upon or across any sot．

## ARTICLE II

## COVENANGS AND RESTRICTIONS

## The following covenants，conditions，restrictions and easements are hereby imposed on the property：

Section 1．Architectural Review．The building of dwellings and other structures on Fots and landscaping of Lots shall be conducted in conformity with the restrictions set forth herein．A separate architectural review board（an＂arbit）shall exist with respect to each Phase．The ARB fox the goozer property shail consist of Boozer，his helrs，successors and assigns．The ARB for each Phase of the Future Development Tracts shali consist of the Developer of such Phase．Nothing herein shall give Lot owners the right to participate in the architectural．review process，which shall be conducted solely by boozer with respect to the Boozer Property and the applieable Developer with respect to Each Fhase of the Future Development Traots．Notwithstanding the foregoing；Boozer and any other Developer shall be entitied at any time，but not obifgated，to assign the rights and responsibilities for architectural review with respect to such party＇s Phase to an ARB elected by the Association．Nothing hereln shall to construed as granting scese the right to partioipate in the architectural review process for the Boozer Property or granting Boozer the right to participate in the architectural review process with fegpect to any Phase within the Future Development Tracte．

Section 2．Review and Approval of Plans，No Structures shail be commenced，erected or maintained on any Lot，nor shall any． exterior addition to or alteration therein be made until the plans and specifications showing the nature，kind，shape，height， materials and location of the same shall have been subritted to the applicable ARS for written approval as to conformity and hamony of external design and general quality with the standards of Regatta pointe In the event the applicable ARS fails to approve or disapprove such design and location within forty－five（45）days after said plans and specifications have been subrifted in writing， approval by the applicable ARB will not be required．

Section 3. applicable ARB，an Plans and Specifications．At the option of the applicable ARB）to pay a noy be required（at the discretion of the plans and specifications are subitie processing fee at the time Plans and specifications shaly be inted to the applicable ARB． such information as may be reasonably ruch form and shaly contain ARB．

Approval for use in connection with any Lot or structure of my plans and speciffeations shall not be deemed a waiver of the applicable ARB＇s right，in its aiscretion，to disapprove similar plans and specifications or any of the features or elements
inciuded therein if such plans，spectifications，features or elements are subsequently submitted for use in connection with any other Lot or structure．Approval of any such pans and bpecifications relating to any Lot or structure，however，shall be final as to that Lot or structure and such approval may not be reseinded thereafter，provided that there has been adherence to， and compliance with，such plans and specifications as approved，and any conditions attached to any such approval．

The Deelarants；the Developers，the applicable ARB and its members shall not be fesponsible or liable in any way for any defects in any plans or specifications approved by the applicable ARB，nor for any structural defects in any work done according to such plans and specifications approved by the appliceble akb． Further，the Declarants，the Developers，the applieable ARB and its members shall not be liable in damages to anyone submitting plans or specifications for approval under this Article，or to any owner of property affected by this Deciaration by reason of mistake in judgment，negilgence，gross negligence or nonfeasance arising out of or in connection with the approval or disapproval or falure to approve or disapprove any sueh plans or specifications．Every persen who subaits plans or speaifieations to the applicable ARB for approval agrees，by submission of such plans and specifications，and every owner of any Lot agrees，that he will not bring any action or suit against elther Declarant，any Developer or any jember of the applicable ARB，to recover for any such damages．

Any employee or agent of the applicable ARB may，after reasonable notlce，at any reasonable time prior to completion and occupation of a dwelling，enter upon any Lot and structure thereon for the purpose of ascertaining whether the instaliation， construction，alteration，or maintenance of any structure or the use of any Lot of structure is in compliance with the provisions of this Declaration，and neither the applicable ARB nor any sucheagent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection．

Section 4．$\therefore$ violations．If any structure shall be erected， placed，mantained or altered upon any Lot，otherwise than in accordance with the plans and specifications approved by the applicable ARB pursuant to the provisions of this Article，such erection，placement，maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein．If，in the opinion of the applieable ARE，such violation shall have occurred，the applicable ARB shall， within its aiscretion，（a）execute a written walver or variance with respect to the violation，or（b）provide written notice to the Owner by certified mail，setting forth in reasonable detail the nature of the violation and the specific aetion or actions required to remedy the violation．If the owner shall not have taken reasonable steps toward the reguired remedial action within thirty （30）days after the mailing of the aforesaid notice of violation，
then the applicable ARB shall have the right to proceed at law or in equity for the recovery of damages，or for injunctive relief，or both．The applicable ARB may assess Thirty（ $\$ 30.00$ ）Dollars per day agafnst an owner for each event of non－compliance or violation， Which assessment shall be a lifen on the owner＇s Lot with the same priortty and with the Board to have the same powers of enforcement as are provided for assessments under Article IV hereof．

Section 5．General standards．All structures and landscaping on all Lots shall comply with the following general standards：
（d）Exterior construétion materials and exterior colors must be approved by the applicable ArB as to conformity and hariony of external design and general quality with the existing standarde of Regatta Pointe．
（b）Appropriately－sized shrubbery must be planted around the foundation of the dwelling within minety（ 90 ）deys after completion of the dwelling constructed on the Lot．Also，areas of front yards which are not developed as planting areas must be planted with sod within ninety（90）days atter completion of the dwelling constructed on the Lot．With respect to Lots fronting on the waters of Lake Nurray，all yards on the Lake Murray side of the dweiling which are not developed as planting areas also must be planted with sod within ninety 190 ，fays after the completion of the dwelling constructed or the Lot，
（c）Artwork，sculpture and other decorative fard fixtures， excepting only temporary seasonal decorations sueh as christmas decorations，will not be allowed except upon approval by the applicable ARB on a case－by－case basis．
（d）All landscaping，whether naturalized or more formal，must be maintained in an attractive condition．
（e）All hardwood trees more than tweive（12）inches in width at dfameter breast height and more than ten（10）feet outside the footprint of the approved house plan must be flagged before the tot is cleared．Removal of any such trees shall be subject to approval of the applicable ARB．
（9）No mobile homes or modular homes may be placea on any Lot at any time All dwellings must be＂stiok buile＂on site．No log homes or cabins will be permitted．

Section 6. any Lot or portion thereof deitial of Property．All Lots（except used for single family residential purposes omiy．Araal shall be business activity of any nature thali beses oniy No business or provided，however，an owner may maintain a hone office in a dwelling，but no business aetivities much as deliveries to or in a
the dwelling shall be allowed; further provided, that nothing herein shall prevent either of Declarants or any bullder of homes on the Property from using any Lot for the purpose of carrying on business related to the development, mprovement and sale of Lots Within the property. No time-aharing shali be permitted in any awelling or with respect to any Lot.

## Section 7. Setbacks and Building Lines.

(a) No building shall be located nearer than twenty (20:) feet to any road right-of-way on which the bullding fronts; nor located nearer than twenty (20.) feet to any side road right-otway, nor located nearer than ten (10') ¥eet to any side iot line; nor located nearer than ten (10') feet to any rear lot line; nor Jocated nearer than thirty ( $30^{\circ}$ ) feet from the 360 foot contour Iine on lake front lots; provided, however, there shati be no rear setback requirement where the rear lot line is the scese $75-$ foot buffer zone (75. feet inland of the 360 ' contour line on Lake Murray). Notwithstanding any of the foregoing, with respect to lakefront Lots within the Boozer property, the applicable ArB may grant a variance of closer than thirty feet from the $360-f 00 t$ oontour line. All measurements shall be calculated on a horizontal plane. The applicable ARB must approve the exact location of all residences before the foundation is poured, The applicable ARB may, for good cause, waive violations of the setbacks and builaing aines provided for in this section, except those required by Lexington county or other applicabie governmental authority. sueh waiver thail be in writing and recorded in the Iexingtion county R.M.C. Office, A document executed by the applicable ARB shail be, when recorded. conclusive evidence that the requirements hereof have been complied with. The applicable Developer may also thandie violations of setbacks and boundary lines by amending the plat establishing the applieable fhase. Nothing contained herein shall be deemed to allow edther Declarant or any ARE to waive violations which must be waived by an appropriate governmental authority.
(b) Walls and Fences, No fence or wall shall be erected, placed or altered on any fot nearer to any street than the minimum builaing setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the Inished grade elevation of the earth embankment so retained, relnforced or stabilized, except that this restriction shali not apply to fences or walls which have been approved by the applicable ARB. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, or veneered with brick or natural stone, and the finished side of fences must be the side exposed to view by the public. Posts and braces shall be placed so that they are on the inside of the fence, and out of view of the public. Chain link fences are absolutely prohibited on the Boozer property and are prohibited on the Future Development Tracts except when the approval.

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Section 8 . Building Requirements.
(a) Not more tham one single family dwelling shall be erected on any Lot: : The enclosed existing or potential future finished heated and air conditioned living space of the main'structure shajl not be less than 2500 square feet for all dwellings,
(b) Garages, Garages shall be attached to the dwelling, subject to approval by the applieable has of detached garages on a case-by-case basis, AIl materials and colors used in the construetion of a gatage shall be the same as used in the dwelling on the Lot and shall otherwise conform with the restrictsons on architectural quality set forth in this Declaration. All garages must accommodate at least two cars unless otherwise approved by the applicable ARB. Ifving areas within a garage structure may be usea only by the owner, a member of the owner's family, a live-in employee of the owner or a renter of the primary dwelling (incluaing any family member or live-in employee of such renter).

Section 9. Mailboxes; Delivery Receptacles. The applicable ARB shall approve the location and design, inciuaing color, sive, lettering, and other particulars, for receptacles for the reeeipt of mall, newspapers or similarly delivered materials. The applicable ARB for a phase may in its discretion designate and require a standard design of mailbox and newspaper receptacie for such Phase.

Section 10. Use of outbuildings and sinflar structures; No Structure of a temporary nature shail be erected or allowed to remarn on any Lot. "playground equipment shall not be considered "temporary" and shali be permitted, subject to approval by the applicable ARE, ) No trailer; camper, shack, tent, garage, barn or other etructure of a similar nature shall be used as a residence, either temporarily or permenentiy; provided, this section shall not be construed to prevent any Developer or those engaged in construction from using sheds or other temporary structures during construction.

Section 11. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small househola pets may be kept, subject to applicable leash laws, provided that they are not kept, bred or maintained for any commercial purpose. Sueh household pets must not constitute i nuisance or cause unsanitary conditions, and no anlmal kept outside the dwelling shall be kept in a manner which disturbs the guiet enjoyment of the development by other Lot owners.

Section 12 . offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shail anything be done theteon which is or may become an annoyance or nuisance to the owners of other Lots. The pursuit of hobbies or
ather activities，including specifically without limiting the generality of the foregoing，the assembly and disassembiy of motor vehicies and other mechanical devices which might tend to eause disorderly，unsightiy or unkept conditions，shall not be pursued or unaertaken on any part of the property．

Section 13 Sisns．No advertising signs or billboards thall be erected on any Lot or displayed to the pulilie on any Lot． This restriction shall not apply to signs owned by either of the Declarants used to identify and edvertise the subdivision as a whole，nor to signs for selining Lots andor houses during the development and construction period，provided such signs are approved by the applicable ARB：Also，the provisions of this section shall not apply to a standard＂For sale＂sign，not to exceed 20 inches by 30 inches，placed by an owner or his realtor within an Owner＇s Lot．

Seotion 14．Garbage cans Garbage cans and equipment sha 11 be screened to conceal then from view of streets．All residential utility service innes to residences shall be undercround．

Section 15．Maintenance．Each owner shall keep and maintain each lot and structure owned by him，as well as all lanascaping loeated thereon，in good condition and repair．In the event that the owner of any Lot permits any underbrush，weeds，or other unsightly conditions to grow or exist upon any lot，or fails to maintain landscaping and grass in a manner in keeping with the standards of Regatta polnte，as determined by the Board，the Board may issue a written demand fequiring the owner of the Iot within ten（ 10 ）days to bring the Lot into keeping with the standards of Regatta Pointe，as determined by the Board，and if the owner of the Lot fails to comply within ten（10）days of such notice，the applicable Developer，a member of the Boara or a person authorized by the Association may enter upon the Eot，bring the Lot into keeping with such standards，as determined by the Board，and charge the owner of the lot for the costs thereof and such cost shall become an assessment and lien upon the Lot，subject to the provisions of Article IV below comeerning enforcement and lien priority，Any entry by the applicable Developer，a member of the Board or other authorized persons under the terms of this section shall not be deemed a trespass，and an easement in gross is Feserved to the Deciarants and to the Association for the purpose of entry onto any Lot for the purpose of enforcing this paragraph． This provision shall not be construed as an obligation on the part of efther Declerant of any Developer to provide garbate or trash removal services．

Section 16．Clotheslines；Antennae．An owner may place a satellite dish on a Lot not exceeding 18 inches in diameter， subject to approval by the applicable ARB．otherwise，no clothesilne，radio or television transmission or reception towers， antennae，sutellite dishes or similar equipment shall be erected on
the Property at any time．The applicable ARB shall be entitled to modify this festriction as reasonably desirable in light of future technological developments．

Section 17．Vehicies．
（a）All venicles will be parked only in their garages or in the difveways serving their Lots or in afeas，if any，designated by the applicable Developer tor parking，and then subject to such reasonable rules and regulations as the applicable ARB may adopt． Provisions must be made by each owner of a Lot for paved parking on the Lot for at least two automobiles belonging to occupants and guests．The parking of automoblles on streets for long periods of time during the day and night，except for social gatherings and functions，is prohibited．All commerclal vehicles（e．g．，those having Iettering oy logos），tractors，mobile homes，trailers （either with or without wheels），campers，camper trailers，boats and other watercraft，and boat tratlers and any unreglstered vehicles must be parked entirely within a garage．The doors of garages must be kept closed when not in use．
（b）No large trucks，tractors，backnoes or any other industrial equipment may be parked in the streets or zoads or in the yards，except however，for a short period of time，that being for construetion of or repairs to a residence or other improvements to a Lot．

Section 18．Garbage and Refuce Disposal．No Lot ghall be used or maintained as a dumping ground for rubbish．Trash，garbage or other waste shall not be kept except in sanitary containers． Q1l incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition．If Iltter or other materials are found on any Lot，the same will be removed by the Owner of such Lot，at the owner＇s expense．All contractors shall maintain a dumpster or other refuse container approved by the ARB on the Lot during construction of a dwelling unless otherwise approved by the applicable ARB：

Section 19．Model Homes．Each Developer may in its sole discretion construct and maintain，or allow a nome builder to construct and maintain，a model home on a fot approved by such Developer within such Developer＇s Phate．

Section 20. driveways shall be paved from the Entwances to Garages．A11 driveway meets the fwelling on said Lot，of the point where the Driveways are to be of concrete，bridk or asphalt material of good quality and properly installed，and to be completed prior to occupancy of said dwelling．Driveways shall be engineered so that they arain properly．Any damage done by a general contractor or subcontractors to the roadway or shoulders during construction will be the responsibility of the Lot owner．No ramps or other altering
of roadside curbs shall be permitted without the prior written approval of the applicable ARB.

Section 21. $\quad$ Exterior Lighting. Exterior lights that may cause nuisance (such as, for example, unreasonable light shining on an adjacent Lot); as determined by the applicable ARB, shall be subject to written approval in advance by the applicable ARB.

Section 22.: Swimming Pools and Tennis Courts. Swimming pools must be in-ground and both swimming pools and tennis courts must be located to the rear of the residence on a Lot, unless a different location is authorized in writing by the applicable ArB. Fences around swimming pools must comply with the restrictions on materials set forth in this Declaration.
section 23. Drainage: Except as approved by the applicable ARB, end except for rights reserved to each Developer to alter or change the drainage patterns for such Developer's phase, no owner shall do or permit any work, construct any improvements, place any landscaping or suffer the existence of any condition whatsoever Which shall alter or interfere with the natural drainage pattern of the Property.

Section 24, continuity of construction. Construction of improvements commenced on any Lot and the exterior painting of such improvements shall be prosecuted diligently to completion and shall Be completed within nine (9) months of commencement, unless an exception ls granted in writing by the applicable ARB. All construction equipment must, be kept and maintained on the Lot where construction is taking place. During constriction all Lots must be kept reasonably clean and free of trash and debris. No material, trash or debris of any kind may be placed on other Lots in the subdivision. All unused construction material, including, but no limited to, castoff material andor trash remaining from construction, must be removed from visibility upon completion so as not to create an eyesore.
section 25 , subdivision, No Lot may be subdivided which would decrease the size of any Lot. Lots may be divided with the prior written consent of the applicable ARB, provided, however, that any such division is used to increase the size of any adjoining Lot. In the event of such division, the side line however Festriction will apply to the new side line; provided, already that it does not interfere with any utility or drainage already placed on the previously existing side lot line. further, the owner will be responsible for moving any and all lines, including but not ilmited to sewer, water, cable, telephone and any other ines that may be affected.

Section 26 . Leasing. The Owner of a Lot shall have the right to lease his or her dwelling, but all leases shall be for a term of not less than ninety (90) days.

Section 27．Sce\＆G Shoreline Management Program．Trects A and $H_{1}$ as described in Exhibit A，which are owned by scEsG，are subject to SCE\＆G＇s Shoreline Kanagement Program．The building of docks，removal of trees and other activity within such tracts ghall be subject to screc＇s approval in accordance with the shoreline Management Program，as such may change from time to time．

## ARTICLE III

## EASEMENTS

Section 1.
Utility Easements．Developers reserve，for the benefit of each Developer and its designees with fespect to its Phase，easements across the Comon Area and actosi all areas designated as easements on a recorded plat．Such easements may be used by each applicable Developer and its designees for the installation，maintenance and use of electrical and telephone wires，cables，conduits，sewer lines，water mains and other suitable equipment for the conveyance and use of electrieity， telephone equipment，gas，sanitary sewer，storn drainage，water and other public convenience or utilities，including easements ror privately owned television and other communications cable and equipment．The easement rights provided herein may also be exercised by any utility company or governmental agenoy designated by the Developer，and the Developer may also assign ajl or part of such easement rights and convey title to utility lines and equipment to any such company or agency．Each Developer shall have the Fight to alter any easement described in this section in the event that any permanent．Structure is inadvertentiy constructed within such easement area．The rights and easements conferred and reserved herein shall be appurtenant to and in gross for the benefit of each Developer of a Phase，its successors and assigns， and their designees，to serve ary property whether or not subject to this Declaration．

Section 2．Emergency Easement．A general easement is hereby granted to all police，sheriff，fire protection，ambulance and other similar emergency agencies or person to enter upon all streets and upon the property in the proper performance of theif
duties．

## ARTICLE IV

## HOMEOWNERS ASSOCIATION AND MAINTENANCE CHARGES

Section 7 ，Membership．Every Owner of a Lot in Regatta Pointe（including each Developer which still owns a tot）shail be a member of the Association，subject to such voting rights as are provided herein and subject to all additional provisions in the Articles of Incorporation and By－Laws of the Association；provided， however；that any person or entity who holas such on interest
merely as security for the performance of an obligation shall not be a member．Membership shall be appurtenant to，and shall not be geparated from，any Lot．Each owner（including each Developer） shall be entitled to one vote per each Lot owned by such owner，If any Lots are combined or boundary lines of tots are changea in accordance with the terms of this Declaration，oniy one vote shall acorue to each Lot resulting from such changes．In the event a Lot Is owned by more than one person，all persons owning one Lot shail together have one vote on Association matters．With respect to phases developed In the future，the right to one vote per Lot shall accrue to the beneflt of the Developer of each phase（and to subsequent owners of such Lots）at such time as a bonded plat（if applicable）or final plat for such Phase is recorded in the Lexington County RMC office．

Section 2．Maintenance Charges．All Lots shall be subject to an annual assessment at rate to be determined by the Board， not exceeding $\$ 100.00$ per annum through the 1997 calendar year． Sald assessment shall be due and payable on the flrst day of each year and may be adjusted，either by decreasing the same or increasing the same：by the Board，provided that no increase in excess of ter（10\％）percent of the previous year＇s assessment shall be made unless the same shall be approved by e two－thirds vote of all members of the Association．Notwithstanding the foregoing，no assessment shall be due from any Developer with respect to any lot owned by a Developer until the Developer has either sold the Lot or constructed a dwelling thereon，and no assessment shall be due from any other owner（ineluding a contractor）until such owner first recelves title to the Lot by Feference to a bonded or final subdivision plat．The annual assessment shall be prorated if the owner first becomes obligated to pay the assessment other than on the first day of the year，Any Developer may voluntarily agree to pay assessments it is not obligated to pay hereunder，and in such event such Developer may at any time thereafter elect to discentinue such payments．All sums are payable to the Association and shall be administered by the officers，members and directors of the Association and may be used for the functions hereinafter set out，it being expressily stipulated that the Association is empowered to perform any and all of said functions，but that it shall be under no duty to pexform，or to continue to perform，any of seid functions，to－wit：
（a）payment of the necessary charges and expenses of the operation of the Association．
（b）Maintenance of the common Area．
（c）Payment for liability insurance with respect to the Common Area if deemed necessary by the Board．
(a) payment of any expenses incident to the enforeement of this Declaration or the exercise of any powers conferred upon the Association by the terms and oonditions of this Deciaration.
(e) The payment of property taxes and assessments, if any, which may be levied by, any public authority upon the common Area after such time as the common Area is conveyed to the Association.
(f). Establishment of a maintenance and replacement reserve.
(g) Such other purposes and functions as, in the opinion of the Board, are necessary for the general benefit of the Owners of Lots in Regatta Pointe.
(h) Notice and ouorum. Meetings shall be called by the Board at such time as it elects and, in addition, upon petition to the Board: by Owner (s) owning at least ten (10) Lots in the aggregate. In adeltion, the Boerd shall call an anual meeting in october of each year. Written notice of any meeting shall be delivered personally or mailed to all members at their respective Lot addresses not less than 10 days nor more than 3 days in advance of the meeting. : The purpose of the meeting shall be stated in the notice, and action at such meeting shall be limited to the matters disclosed in the notice, At the first such meeting of members called, the presence of members or of proxies entitied to cast stxty (60\%) percent of all the votes of membership shall constitute a quorum, If the required quorum is not present, another meeting may be called subject to the same notice requirement. At the second such meeting of members called, the presence of members or of proxies entitied to cast thirty-three and one-thira (33 $1 / 3 \%$ ) percent of all the votes of membership shall constitute a guorum. No such subseguent meeting shall be hela more than 60 days following the preceding meeting.

Section 3. Board of Directors. The administration of the Association shall be vested in the Board. The Board shall consist of not less than thres (3) nor more than five (5) members as elected by majority vote at an owners' meeting at which a quorum is present: With respect to election of the Board, each owner (including Developers) shall have one vote per lot owned with respect to each board position. All actions of the Board shall require a majority vote of the directors on the Boara. Election of the Board shall take place in october of each year at a duly called meeting of the Association. The provisions of this section shall not be amended without the consent of the Declarants.

Section 4. Liens. The annual assessment against an owner shall constitute a lien and encumbrance upon the Lot of such owner, and acceptance of a deed of a Lot shall eonstitute covenant by the owner to pay said assessments and charges, which coveriant shali be for the benefit of the Association; the Developers and the owners of Lot's in Regatta Pointe and whioh covenant shall run with

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the land and be binding upon any owner，its heirs，successors and assigns．The Association shall have the exelusive right to take and prosecute all actions or suits，legal or otherwise，which may be necessary for the collection of said assessments and charges；
section 5．Foreciosuze．In the event that it is necessary to foreclose the lien herein created as to any property，the procedure for foreclosure shall be the same as for the foreclosure of a Mortgage in the state of South Carolina．

Section 6．Iimitations on Liens．The lien hereby reserved，however，shall be subject to the following limitations and exeeptions，tomit：
（a）Such lien thall be at ail times subordinate to the lien of any recorded Mortgage on any Lot，to the end and intent that the Ilen of any mortgagee，legal or equitable，shall be paramount to the lien for the charges and assessments herein，provided，further， that such subordination shali apply only to the charges that shall become payable prior to the passing of title by foreciosure sale or by deed in lieu of foreclosure，and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges and assessments aftruing aftex such foreclosure sale or deed in lieu of foreciosure．
（b）Notice of the ifen shall be filed in the office of the Register of Mesne Conveyanoes or the office of the olerk of court， as appropriate，of Lexington county，South carolina．As to subsequent bona fiae purchasers for value the lien herein reserved for charges and assessments due and payable shall be effective only from the time of such filingi provided，howevet，that nothing herein contained shall affect the right of the Assoctation to enforce the collection of any charges and assessments that shall become payable after the acquisition of title by such subsequent bona flae purchaser for value．
（c）．The lien herein created shall be subordinate to the liens of laborers，contractors or materialmen furnishing labor，services or materiais in connection with the construction or alteration of any improvements located on any numbered lot，except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such eharges or assessments accruing after foreclosure of any such Iien or deed in lieu thereof．
section 7．Uniform Assessment．All liens，charges and assessments created hereunder must be uniformay fixed，assessed， charged and oollected on all Lots，each owner to be charged equally Without regard to the relative size or value of the Lots．

Section $8 . \quad$ Ifititation of Liability and Indemnification． The Association shati indemnity Dedlarants，Developers and every Board member，ARB member and comittee member against any and ail
expenses, including trial and appellate attorneys' fees and costs reasonably incurred by or imposed upon any suen party in comection with any action, suit or other proceeding (inciuding settlement of any ouit or proceeding, if approved by the Board) to which he or she may be party by teason of being or naving been a Board member, ARB member or comittee member. The Declarants; Developers, Board members, ARB members and comittee members shall not be liable for any mistake of judgement, negligent or otherwise, except for their own individual williful malfeesance, misconduct or bad taith. The Declarants, Developers, Board members, ARB members and comittee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behale of the Association (except to the extent that such Declarant, Developer, Board member, ARB member or comittee member may also be members of the assodiation, and the Association shall indemnify and forever hold each such Board member or comittee member free and harmiess against any and all lifbility to others on account of any such contract of comitment. Any right to indemnification provided for herein shail not be exclusive of any other rights to which any Deciarant, Developer, Board merber, ARB member or committee member may be entitled.

## ARTICLE V

## ADDITIONAL COVENANTS AND RESTRIOTIONS

The purpose of this Declaration is to establish general oovenants and restrictions which scesg and Boozer agree should apply to the entire property. Nothing herein shall be construed as limiting the right of Boozer, sceicg or any other Developer, to establish additional covenants and restrictions applicable to the Phase developed by such Developer. For example, if any Phase of the Future Development Tracts is subsequentily developed, the Developer of sueh phase shall be entitied, but not obligated, to establish additional subdivision covenants and restriotions with respect to all or any portion of such phase, and neither Boozer nor any successor in titie to any portion of the Boozer property shall have any rights with respect to the Future Development rracts other than as specifically set forth in this Declaration.

## ARTICLE VI

COMNON AREA
Section 1. Boozer has agreed to construct a boat storage area and boat ramp within the comon Area. No owner nor any Developer shall be required to contribute to the cost of any further development or improvement of any portion of the common Area unless such development or jmprovement is approved by all Developers and by the vote of not less than 75 of all owners fone
vote per Lot). Notwithstanding the foregoing, subject to approval of all Developers, a Developer may make further improvements to the Common Area and may add additional property to the common Area at Its own expense without the vote or approval of the owners, and the further costs of operating and maintaining such improvements shall be borne by the owners in ancordance with the terms of this Declaration.

Section 2. All Owners shall have the fight to use the Comimon Area for boat storage and access to Lake Murray, subject to rules and regulations adopted by the Board. All property taxes on the common Area and all expenses of maintaining and operating the Common Area shall be paid by the Association from the annual assessments pala by the owners.

## ARTICLE VII

## DAMAGE OR DESTRUCTION

Section 1. Damage or Destruction Affecting Lots. In the event of damage or destruction to the improvements located on any Lot, the owner thereof shall promptiy repait and restore the damaged improvements to their condition prior to such damage or destruction. If sueh repair or restoration is not commenced within one hundred eighty (180) days from the date of sueh damage or destruction, or if repair and reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then the Association may impose a fine of not less than ONE HUNDRED ( $\$ 100,00$ ) DOLLARS per day on the owner of the Lot until repait and reconstruction is commenced, unless the owner can prove to the satisfaction of the Association that such fallure is due to eircumstances beyond the owner's control. Such charges shall be a Iien upon the Eot with the same priority and with the goara to have the same powers of enforcement as provided for assessments under Article V hereof.

## ARTICLE VIII

## DURATION AND AMENDMENT

Section 1. Duration. The covenants, restrictions and other provisions of this Declaration shall run with and bind the Property, and shali inure to the benefit of and be enforceable by the owner of any land subject to this Deciaration, their respective heirs, legal representatives, auecessors and assigns, for a term of twenty (20) years from the date this Declaration is filed for record in the office of the Register of Mesne conveyanges of Lexington county, south carolina, after which time said coverants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owhers of seventy-five percent (75\%) of the Lots has been
recorded，agreeing to abandon or change this Declaration in whole or in part．

Section 2．Amendment．Subject to the rights of scede and Boozer to amerd this Declaration as otherwise set torth herein， this Declaration may be amended at any time and from time to time only（i）by an agreement signed by scewg or any successor Developers of Phases of the Future Development Tracts，as long as scese or such successor Developers own any portion of the Property， and Boozer，as long as Boozer owns any portion of the Property，and （1i）thereafter，by agreement of the owners of at least seventy－ five percent（75\％）of the Lots within all phases．No amendment made pursuant to the agreement of the Developers pursuant to（1） above shall diminish the festrictions set forth in this Declaration：No amendment to the provisions of this Declaration shail alter，moalfy，change or rescind any right，title，interest or privilege herein granted or accorded to the hoider of any Mortgage encumbering any Lot affected thereby unless such holder shall consent in witing thereto．Any such amendment shall not become effective until the instrument eviaencing such change has been filed for record in the office of the Register of Mesne Conveyances of Eexington County，South Carolina．The written consent thereto of any mortgage holder shall also be filed with such amendment．Every purchaser or grantee of any interest in real property now or hereafter subjected to this Declaration，by acceptance of a deed or other conveyance therefor，thereby agrees that this Declaration may be amended as provided in thls Section．

Section 3．Additional Restrictions．Nothingherein shail be construed to prohibit any Developer from recording additional restrictions with respect to such Developer＇s Phase．

ARTICLE IX

## MISCELIANEOUS

Section 1．Appliceble．Law．The law of the state of South Carolina shall govern the terms ana conditions of this Deciaration．

Section 2．Severability．If any term or provision of this Declaration or the appilcation thereof to any person or circumstance shall，to any extent，be invalia or unenforceable，the remaining terms and provisions of this Declaration and the applications thereof shall not be affected and shall remain in full force and effect and to such extent shall be severable：

Section 3.
Captions．The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration on construed as in any mamer limiting the terms and provisions of this Deciaration to whieh they relate．

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Section 4. Notice. Any notice to an owner required or permitted to be given pursuant to this Declaration shall be in writing and hand delivered or sent by prepaid mail to the owner at the owner's Lot address, or to such other address as the owner may designate to the Declarant: Any such notice shall be effective upon hand delivery or mailing in conformity with this paragraph. If any owner consists of more than one person, notice to one person as provided herein shall be notice to all.
section 5. Assignment of Rights and Obligations of Declarants and Developers. In the event Boozer transfers the Boozer Property (less any Lots already sold) or in the event SCE\&G or any other Developer of any Phase of the Future Development Tracts transfers its interest in such Phase (less any Lots already sold), the transferee of such Phase shall be deed a "Developer" hereunder with respect to such Phase and shall be entitled to all benefits and subject to all obligations of a Developer provided herein with respect to such Phase. Upon any such transfer, the transferor shall be released from any future obligations under this Declaration, excluding only liability for failure to perform obligations hereunder arising prior to the date of such transfer. The rights and obligations of each Developer hereunder shall run with the land for the benefit of such subsequent Developers.

Section 6. Voting Rights of Developers. With respect to all provisions herein concerning votes or approvals by owners, each Developer, shall be entitled to one vote per lot owned by such Developer from the tine such lot is established by a bonded subdivision plat (if applicable) or a final subdivision plat recorded in the RMC office for Lexington county until such Lot is sold by the Developer.

Section 7. Bylaws. The Bylaws of the Association are attached hereto as Exhibit c and made a part hereof.

IN WITNESS WHEREOF, each of the Declarants has caused these presents to be executed and witnessed the day and year first above written.

## SOUTH CAROLINA ELECTRIC : GAS COMPANY


(Corporate Seal)


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$\left.\begin{array}{l}\text { STATE OF SOUTH CAROLINA } \\ \text { COUNTY OF RICHLAND }\end{array}\right\}$

## Probate

PERSONALLY APPEARED before me the undersigned witness and made oath that (s) he saw the within named SOUTH CAROLINA ELECTRIC $\&$ GAs COMPANY, by Jimmy E:Addisas__ its Whee President, sign, seal and as its act and deed deliver the within Declaration, and that (s) he together with the other witness whose signature appears above witnessed the execution thereat.


SWORN to before me this $6+1$ day of Theme 2996.
 LIS.
Notary public for south carolina
My Commission Expires: $\qquad$ 01

## $8 \times 3757 P_{2} 299$

STATE OF SOUTH CAROLINA , COUNTY OF RICHLAND ;

## PROBATE

PERSONALLY APPEARED before me the undersigned witness and made path that (s) he saw the within named s. Wyman Boozer sign, seal and as his act and deed deliver the within Declaration, and that (s) he together with the other witness whose signature appears above witnessed the execution thereof.


SWORN to before me this 6
day of Tune, 1\$96.

Notary Public for South carolina
My Commission Expires: $2 / 2,2,7006$

## EXHIBIT A

(Future Development Tracts)
Attached to Regatta Pointe to Declaration of Covenants and Restrictions

ALL those certain pieces, parcels or lots of land, with any improvements theren, situate, lying and being on or near Regatta Road in the County of Lexington, State of South Carolina; shown and delineated as Tracts A, B, C, D; F, G, II, M and N on the plat prepared for South Caroline Electric \& Gas Company by Associated Engineers and Surveyors, Inc, dated September 6; 1994, last revised May 10, 1996, recorded in the Office of the RMC for Lexington County, South Caroling in Plat Slide 97 , at page 8

EXFIBIT B
(Boozer Property)
Attached to Regatta Pointe Declaration of Covenents and Restrictions

ALL those certain pieces, parcels or lote of land, with any improvements thereon, gituate, lying and being on or near Regatta Road in the County of Lexingtom, State of South Carolina, ghown and delineated as Tracts V-1, V-2, V$3, E, I, J, K, Z, O, P, Q, R_{2} S, T$ and $U$ on the plat prepared for South Carolina Electric \& Gas Company by Associated Enginears and Surveyors, Inc., dated September 6, 1994, last revised May 10, 1996 , fecorded in the Office of the RMC for Lexington County, South Carolina in Plat Slide 195 at page 8

OF
REGATTA POINTE HOMEOWNERS ASSOCIATION，A NON－PROFTT CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA PROVIDING FOR THE ADMINISTRATION OE THE COMMON AREAS OF REGATTA POINTE．


#### Abstract

ARTICLE I NAME AND LOCATION：The name of the corporation is REGATTA FOINTE HOMEOWNERS ASSOCIATION，hereinafter referred to as ＂ASSOCIATION．＂Meetings of Members and directors may be held at such plates within the State of South carolina es may be designated by the Board of Directors．


## ARTICLE II

DEFINITIONS
Section $1:$＂Association＂shall mean ant refer to Regatta Pointer Homeowners Association，a South Carolina non－profit corporation，its successors and assigns．

Section 2．＂Owner＂for the purposes of the Association shall mean and refer to the record Owner，whether one or more persons or entities of a fee simple title to any Jot，

Section 3，＂Common Area＂．means all property now or hereafter designated as＂Common Area＂in accordance with the Declaration．

Section 4．＂Lot＂has the meaning as set forth in the Declaration．

Section 5．＂Developer＂means S．Wyman Boozer（Boozer），with respect to the Boozer Property，and South Carolina Electric \＆Gas Company（SCE\＆G）and any one or more successors in title to sCEsG who may develop any Phase of the Future Development Tracts．

Section 6．＂Members＂shall mean and refer to those persons or entities entitle to membership as provided in the Declaration．

Section 7，＂Declaration＂shall mean and refer to Declaration of Covenants and Restrictions imposed by South Carolina Electric and Gas Company and 5 ．Wyman Boozer bated．Jun． 6 － 1996 and recorded ；and any amendments thereto．
Section 8．＂Phase＂has the meaning set forth in the Declaration．

Section 9．＂Future Development Tracts＂has the meaning set forth in the Declaration．

## ARTICLE IIT <br> Property Rights

Section 1．Owner＇s easement of enjoyment．Every Owner shall have in accordance with the Declaration a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject；however，to the following provisions：

A．The right of the Association to terminate，publish and enforce rules and regulations regarding the use of the common Area．

B．The right of the Association to suspend the voting rights and right to use the facilities by an owner for any period during which any assessment against his tot remaine unpasd，and for a period not to exceed sixty（60）days for any infraction of its published rules and regulations．

C．The right of the Association to dedicate or transfer all or ary part of the Common Area to any public egency，authority，or utility for such purposes and subject to such conditions as may be agzeed upon by the Members，except as otherwise provided in the peclaration no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by three－fourths（3／4）of the Nembers agreeing to such dedication or transfer．

D．The right of the Association，with the consent of three－ fourths（3／4）of ice Members，to mortgege，pledge，deed interest or hypothecate any or all of the real or personal property of the Association as security for money borfowed or debts incurred； provided，however，that the rights of any such mortgagee shail be subordinate to the rights of the owners．

E，Easement rights reserved in the Declaration sor utility purposes．

Section 2, Delegation of Use．Any owner may delegate in accordance with the By－Laws his right of enjoyment to the common Area and facilities to members of his family，his tenant or contract purchasers，provided，however，that each such delegee shall reside on the Lot of such owner．Prior to construction of a structure on any Lot，the Owner of that Lot may use and enjoy the Common Area and facilities and delegate his wight and use and erijoyment to others subject to the aforesaid festrictions and subject to any mules and regulations of the Association．

## ARTICLE IV <br> Membership add voting gights．

Section 1．Membership．Every Owner of a tot in Regatit FOINTE（including each Developer whien still owns a Lot shall be a Member of the Association，subject to puch voting righte as shal be provided herein and in the articles of Indorporation；provided， nowevery that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be：Member．Membership shall be appurtenant to，and shall not be separated from，any Lot．In the event a Lot is owned by more than one person，all persons owning one wot shall together have one vote on Association matters．With respect to Phases developed in the future，the right to one vote per Lot shall accme to the benefit of the Developer of each phase（and to subsequent．Owners of such tots）at such time as a bondea plat（if applicable）or a final plat for guch Phase is recorded in the Lexington County FMC Office．

Section 2．The rights of membership are subject to payment of annuat and special assessments levied by the Association，the obligation of which assessinent is imposed against each owner and becomes a lien upon the Lot agatnst which such eisessments are made as provided by Article IV，Section 4 ，of the Declaration and reference is craved to Articie IV of the Declaration．
section 3．The memberthip rights of any person whose interest in the property is subject to assessment under this Article IV， whether or not he is personally obligated to pay such assessments， my be suspended by action of the Difectore during the peripd in which the assessments temain unpaid，but upon payment of tuch assessments，his rigits and privileges shall be atomatically restored，If the Directors have adopted and published ruies and regulations governing the use of the common Area and the personal conduct of any person thereof as provided in Article VII，section 1 ，of these：By－Laws，they may in their discretion suspend the rights of any such person for violation of such riles and regilations for period not to exceed sixty days．

## artycle V

Meeting of Members．
Section 1．Anmal Meetings．The annual meeting of the Members shall be held on the first Tuesday in Oetober at 7：00 PM． If the date of the annal meeting of the Members is a legal holiday，the meeting will be held at the same hour on the first following day which．is not legal holiday．

Section 2．Special Meetings．．Special meetings of the Members may be called at any time by the president or by the Boazd of Directors or upon written petition to the Board by the owner（s） owning at least ten \｛10\} wots in the aggregate.

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Section 3．Notice of Meetings，Nritten notice of any meeting shall be delivered personally or mailed to all Members at their respective Lok adaresses not less than 10 dayo nor more than 30 days in advance of the meeting．The purpose of the meeting shall be stated in the notice，and action at such meeting shall be limited to the matters disclosed in the notice．

Section 4，Quorum，At the first such meeting of Members called，the presence of Members or of proxies entitied to cast sixty（ $60 \%$ ）percent of all the votes of membership shall constitute a quorum．If the required quorum is not present，another meeting may be calied subject to the same notice requirement．At the second such meeting of Members called，the presence of Members or of proxief entitied to cast thirty－three and one－third（ 33 1／3\％） percent of all the votes of membership shail constitute a quorum． No such subsequent meeting shall be held more than 60 days following the preceding meeting．

Section 5．Proxies．At all meetings of Members，each；Member may vote in person or by proxy，All proxies shall be made in writing and filed with the Secretary．Every proxy shall be revocable，and chall automatically cease upon conveyance by the Member of his Lot．

Section 6．Order of Business．The order of business at meetings of the owners of Lots shall be as follows（a）roll dall； （b）proof notice of meeting or waiver of mieeting；（c）reading of minutes of preceding meeting：（d）reports of ofticers；（el reports of committees；（E）old business；（g）new business．

Section 7．Voting．Each Iot shall be entitled to one vote． When more than one person holas an interest in amy Lot all such persons shall be Members unless the Board of Dizectors detemines otherwise．The vote for such Lot shall be exereised an they among themselves determine that in no event shall more than one vote be cast with respect to any Lot．

Section 8．Actions Without Meeting，Any action which may be taken at a meeting of the membership may be taken without a meeting if a consent or ratification in writing setting forth the action so taken or to be taken，shali be gigned by the persons who would be entitled to cast sixty（60\％）percent of the votes of the membership of the Association at meeting（provided，that if the subject matter of such action woild refuire a higher percentage vote if dealt with at a meeting as may be specifically reguired by the action or by the Dectaration，then the same higher percentage shail be required for such specific action，and such eonsent is filed with the Secretary of the Association and is inserted the Minute Book thereof）．

## ARTICLE VI <br> Board of Directors．

Section 1．Affairs of the Association．The administration of the Association shall be vested in the Board of Direetors．

Section 2．Number．Board shall consist of not less than three（3）nor more than five（5）Members．

Section 3．Term of office．At the first annual meeting，the Members shall elect one cirector for a tem of one year，and two directors for a term of two years，and at each annua meeting thereafter the Members shall elect two or more directors to fill dil vacancies for a term of two years．

Bection 4．Removal．Any director may be removed from the Boprd with or without cause by a majority vote of the Members of the Association．In the event of death，resignation or removal of a director，his successor shall be selected by the remaining members of the Bodrg and shall serve for the unexpired tem of his predecessor．

Section 5．Compensation，No eirector shall receive compensation for any service he may render to the Association． However，any eirector may be reimbureed for his：actual expenses incurred in the performance of his duties as approved by the Board of Directors．

Section 6：Nomination．Nomination for election to the Board of Difectors shall be mate Erom the floor at the annual meeting．

Section 7．Election．Election to the Board of Dizectors shall be by ballot．At such election the members or their proxies may cast in respect to each vacancy as many yotes as they are entitled to exercise under the provisions of the Declaration，All voting shall be on a vacancy by vacancy basis．The person receiving the largest number of votes shail be eleeted．Cumulative voting is not permitted．

Section 8．Regular Meetings．Regular meetings of the Boara of Directors shall be held at euch time and place as shall be determined from time to time by the majority of the directors．

Section 9．Notice of regular meetings shall be given to each director personally or by mail，telephone or telegraph，at least chree days prior to the day named for such meeting．

Section 10．Special Meetings．Special meetings of the Directors may be called by the president，and must be called by the Secretary at the writeen request of one－thira of the directors． Not less then three days notice of the meeting shall be given
personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of meeting.

Section 11. Waiver of Notice. Any director may waive notice of a meeting before or after, the meeting, and such watver shall be deemed equivalent to giving of notice.

Section 12. Quorim, A cuorum at directors' meetinge shall consist of a majority of the Board of Directors. The acts approved by a majority of those present at the meeting by which a quorim is present shall constitute the act of the Board of Directors except where approval by a greater number of directors is required by the Charter of the Association, of by these By-Laws.

Section 13. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Dizectors may be taken without a meeting if a majority of the directors then in office consent to such action in writing, and written consent or consents are filed with the Mirutes of the preceding meeting of the boara.

Section 14 . Presiding officer. The presiding officer at the directors' meeting thall be the President. In the absence of the President, the Vice President shall preside. In the absence of such presiding officerg; the directors present may designate one of their members to preside.

ARTICLE VII
Powers and Duties of the Board of Directors.
Section 1. Powers. The Board of Directore Ghall have the power to:
(a) Adopt and pubish rules and regulations governing the use of the Common Areas and the personal conduet of the Menbers and their guests thereon, and to establish penalties for the infraction thereof;
(b) Suspend the voting rights and rights to use the common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights shall be suspended after notice and hearing for a period not to exceed sixty (60) days from infraction of published ruleg and regulations.
(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-taws.
(i) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Dizectors.

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(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:
(a) Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the Members at the anmal meeting of the Members or at any special meeting where such statement is requested in writing by one-fourth of the Members who are entitled to vote.
(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properiy performed.
(c) To procure ana maintain adequate liability ane hazard insurance on the property owned by the kissociation.
(d) Cause the Common Area to be maintained.
(e) To pay property taxes and assessments, if any, which may be levied by any publit authority upon the comon area.
(f) To estabiish a maintenance and replacement reserve.
(g) Such other purposes and Eunctions as, in the opinion of the Boixd, are necessary for the general benefit of the owners of Lots in Regatta pointe.

## ARTICLE VIII <br> Officerg and Their Duties.

Section 1. Enumeration of officers. The officers of this Association shall be a president, a Vice president, a secretafy, ana a Treasurer.

Section 2. Election of officers. The officers shall be elected at the annual meeting of the Board of Directors and shall serve for a term of one year.

Section 3. Duties. The duties of the officers are as follows
President:
The President shal preside at all meetings of the Board of Directors; shall efe to the order and resolutions of the Board are carries out: shall eign ell leases, mortgages, deeds, and other written instruments, end shall sign checks in the absence of the Tredsurer.

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## Vice President：

The Vice President shall act in the place and atead of the president in the event of his obsence，wnability or refusal to act， and shall exercise and discharge such other duties as may be required by him by the Board of Directors．

## Secretary：

The Secretary shall record the votes and keep minutes of all metings and proceedings of the Board and of the Members；keep the corporate sedl of the Association，and affix it to all papers reguiring said seal；serve notice of meetings of the Board and of the Members；keep appropriate current records showing the Nembers of the Associaciom，together with their adaresses：

## Treasurer：

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Associationi，and shall disburse such funds as directed by resolution of the Board of Directors，and shall sign all ohecks and promissory notes of the Association；keep propet books of account；and shall prepare an annual budget and a seatement of expenditures to be presented to the membership at its regular anmual meeting and deliver a copy to each Member．

## ARTICLE IX

commitees．
The Board of Difectors shall appoint such comittees as deemed appropriate in earrying out its purpose．

ARTICLE X Books and Records．

The books and records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Merter．The Deciaration，the Articles of Incorporation and the By－Laws of the Association shall be avallable for inspection by any Member at the principal office of the Association where copies may be purchased at a reasonable cost．

ARTICLE XI
Assessments．
Section 1 ．As provided more fully in the Declaration，each Member is obilgated to pay to the Association an annum assessment at a rate to be determined by the Board，not exceeding $\$ 100.00$ per annum through the 1997 calendar year．

Section 2．Purpose of Assessment．Assessments Levied by the Association shall be used exclusively for the maintenance of the

## 明 3757 PG 310

Common Area，insurance，Comon srea property taxes；and other expenses related to the purposes of the Association．

Section 3．Maximum Annual Assessment．Until January 1，1998， the meximum annual assessment shall be one Hundred（ $\$ 100.00$ ） Dollars per Lot．
（a）．From and after January $1 ; 1998$ ，the maximum anual assessment may be increased each year by not more than ten（108） percent above the maximum assessment for the previous year without vote of the membership．
（b）From and after January 1，1998；the maximum annual assespment may be increased above ten percent by wote of（2／3）two－ thirds of the Members who are voting in person or by proxy at the meeting duly called for this purpose．
（c）The Board of Diyectors may fix the annal assessment in an mount not in excess of the maximum．
（d）Notwithstanding the foregoing，no assessment shall be due from any Developer with respect to any Lot owned by a Developer until the Developer has either sold the Lot or constructed a dwelling thereon and no assessment shall be due from any other owner fincluding a contractor）tunt 12 January 2，1997．Any Developer may voluntarily agree to pay assessments it is not obligated to pay hefeurder，and in such event such Developer may at any time thereafter elect to discontinue such payments．

Section 4．proration of Assessment．The anmal assessment shall be prorated if the owner first becomes obligated to pay the assessment quher than on the first day of the year．
section 5 ．Late payments．．．Any assessments which are not pid When due shall be delinguent．If the assessment ds not paid within thirty days after the due date，the assessment shall bear interest from the date of definquency at the wate of fourteen（14\％）percent per annum，and the Association may bring an aetion at law ageinst the Owner personally obligated to pay the same，or foreolose the lien against the property，and fnterest，costs and reasomable atromey＇s fees for such action shall be added to the amount of such assessment．No Owner may waive or otherwise escape liability for the essessment provided herein by non－use of the common Area of abandonment of hif．Lot．

Section 6．Liens．The annual assessment against an owner shall constitute a lien and encumbrance upon the Lot of such owner， in macordance with the terms of the Declaration．

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## mrticle XII

Mairitenance.
Section 1. : The Association shall be zesponsible for the maintenance of the Common Area and all dmprovements situate thereon; including any ramps, walkways, stzeet ijghts; buildings, signs, structures, and shrubbery around the said Common Area.

Section 2. No person shall undertake, cause or allow any alteration or construction in or upon any portion of the common Area or the facilities therein except upon the discretion of and the express consent of the assoctation.

Section 3. plants and trees now or hereafter located in the Common Area shall be mantained by the Association and may noe be removed except with the permission the Board of Dizectors. No additional trees or shrubs may be planted upon the common Area without the written approval of the Boand of Directors.

Section 4.' No offensive or obroxious activity shall be darifed on upon the common Area nox shall anything be done which may be or may become a nulsance or minoyance to opeupants or property owners within Regatta pointe.

## articis XIII <br> Corporate Seal.

The Association shall have a seal in circular form having within its circumference the words "Regatta Pointe Homewners Association."

## ARTXCLE KIV <br> Amendments:

Section 1 . These By-Laws may be amended at a regular or special meeting of the Merbers by a vote of a majority of the quorum of Members present in person or by proxy.

Section 2.. In case of any conflicts between the Articles of Incorporation and these By-iaws, the Articles shail control, and in case of any conflict between the Declatacion and these By-Laws, the Declaration shall control.

## ARTICLEX XV

Fiscal Year.
The fiseal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except the first fiscal year shell begin on the day of incorporation.

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IN WITNESS WHEREOF，we，being all of＂the Dizectors of regetta pointe Homeowners Association，have hereunto set our hands and sealy Lhit duy of ， 1996.

# 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 $12^{\text {th }}$ day of September, 2007, by South Carolina Electric \& Gas Company (the "Declarant").

WITNESSETH:
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 <br> 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

Declaration should be construed as releasing any of such rights of Declarant, which shall continue to be binding upon the Lots and all Owners.
(c) Portions of the Lots fronting Lake Murray may be within the Federal Emergency Regulatory Commission Project Boundary. All Lots fronting Lake Murray, to the extent within the Project Boundary, therefore are subject to all statutory provisions, regulations and rules applicable to or issued by the Federal Emergency Regulatory Commission, Declarant, the South Carolina Department of Health and Environmental Control, the U.S. Corp of Engineers, Lexington County and all other governmental agencies having jurisdiction. Each Owner shall be responsible for complying with all such statutes, regulations and rules with respect to the Owner's Lot. Without limiting the generality of the foregoing, all portions of Lots within such Project Boundary are subject to the restriction that such property shall not endanger health, create a nuisance, or otherwise be incompatible with overall FERC Project use as may from time to time be impacted by change in governmental law, regulation and policy, and each Owner shall take all reasonable precaution to ensure that the construction, operation, and maintenance of any structures or facilities within such portion of a Lot will occur in a manner that will protect the current and prospective scenic, recreational and environmental values of the Project. All portions of Lots within the Project Boundary shall also be subject to the terms, conditions and restrictions as set out in the FERC Project 516 Land Use and Shoreline Management Plan as it may be amended or revised from time to time, and in the following Orders issued by FERC: The "Order Approving Land Use and Shoreline Management Plan with Modifications and Amending Exhibit R", dated June 23, 2004; and "Order Clarifying and Modifying Order and Denying Rehearing", dated October 28, 2004. These covenants are for the sole benefit of Declarant and shall not be enforceable by anyone other than Declarant, it successors and assigns. Each Owner, in accepting a deed to a Lot, agrees to comply with all of the above as affect or restrict the use of such Lot. Each Owner, by accepting title to a Lot, agrees to fully indemnify Declarant, its successors and assigns, for all costs reasonably incurred by the same, including any attomey and court fees, to enforce the provisions above mentioned in this Section.
(d) Without limiting the generality of the provisions of subsection (c) above, construction of docks extending into Lake Murray from Lots, in addition to being subject to the Architectural Control Authority, are subject to the laws, regulations and rules governing or issued by Declarant, the South Carolina Department of Health and Environmental Control, the U.S. Corp of Engineers or other governmental agencies. All Owners shall be responsible for complying with such laws, regulations and rules, and Declarant shall have no responsibility respect thereto. Without limited generality of the foregoing sentence, construction of docks is subject to restrictions imposed by Declarant that may require in some cases the sharing of docks between Lots. Declarant makes no representation or warranty, expressed or implied, in this Declaration as to whether an Owner shall be able to obtain a permit for construction of a dock extending from a Lot.
(e) Owners of adjacent lakefront lots may elect, subject to approval by Declarant and other applicable agencies, to construct a dock to be shares by the Owners of the adjacent Lots. In such event, the Owners shall be obligated upon completion of the shared dock to record an easement agreement establishing access, maintenance and use rights between the applicable Owners. The location and design of the dock, any walkways to the dock and the location of the easement and the terms of the easement agreement shall be subject to review and approval by Declarant.
(f) Declarant is and shall remain the fee simple owner of certain area adjacent to any Lot below the 360 -foot contour elevation of Project 516 and within the Vegetative Buffer Zone all activities occurring within this area, including, but not limited to, dock and ramp construction, riprapping, limited brushing and excavation, must be permitted or approved by Declarant's Lake Management Department. Shoreline vegetation below the 360 -foot contour elevation may not be removed without express permission from Declarant's Lake Management Department. A copy of the most current Lake Murray Shoreline Management Program, and any amendments, supplements and/or FERC Orders subsequent thereto, may be obtained by contacting Declarant's Lake Management Department. No assurance can be provided that such permit(s) will be granted.

Section 2.17. REGULATIONS. The use of the Additional Phases shall be subject to the Regulations promulgated from time to time by Declarant. Declarant may from time to time adopt, amend, change, modify or eliminate any Regulation and may waive any violation of the Regulations, in their sole discretion, without notice to the Owners. The Regulations may apply to the entire Additional Phases, to portions of the Additional Phases or to Common Area.

## ARTICLE 3 <br> ADDITIONAL PROVISIONS CONCERNING ASSESSMENTS

Section 3.1. PRE-APPROVAL OF ASSESSMENT INCREASES. Article IV, Section 2 of the Original Declaration provided for an annual Assessment of one hundred dollars (\$100) for the 1997 calendar year, and increases thereafter not to exceed ten percent ( $10 \%$ ) per year above the previous year's Assessment unless a larger increase is approved by a two-thirds vote of all members of the Association. Declarant intends to convey a boat storage area to the Association as Common Area as provided in the Original Declaration. At such time as the Association may take over the maintenance, operation and insurance of the boat storage area, due to the Association having not voted to increase Assessments during the years since the Original Declaration was filed, and due to the $10 \%$ cap on annual increases, it may be difficult to increase Assessments appropriately to pay expenses of maintaining and operating the boat storage area as well as other Association expenses without a two-thirds vote of the Association. By accepting a Lot within any of the Additional Phases subject to this Supplemental Declaration, each Owner of a Lot subject to this Supplemental Declaration agrees to such increases in the Assessments and irrevocably appoints Declarant as its agent and attorney-in-fact (which is a power coupled with an interest) and grants to Declarant an irrevocable proxy for the purpose of voting for an increase in the Assessments above the $10 \%$ cap in order to provide for Assessments that are adequate to maintain, operate and insure the Common Area property and to operate the Association. Upon the request of Declarant, each Owner shall separately confirm such proxy. Notwithstanding Declarant's vote in favor of the foregoing pursuant to such power of attorney and proxy, the vote required for an increase in annual Assessments may require votes of other existing lot owners not subject to this Supplemental Declaration. Accordingly, Declarant shall have no responsibility should the Association as a whole fail to vote for increases and to provide adequately for care of the Common Area and the operation of the Association.

Section 3.2. ASSESSMENTS FOR NON-COMPLIANCE. In the event that any Owner, its guest or invitee fails to comply with any of the provisions of this Declaration, the Original Declaration, the By-Laws of the Association, the Architectural Guidelines and the Regulations, Declarant or the Board of Directors may issue Assessments in amounts as it determines in its sole discretion, each of which shall be an Assessment for Non-Compliance and shall be a lien on the Lot or Lots of that Owner. An Assessment for Non-Compliance may be for (i) the expenses incurred by Declarant or the Association in connection with the non-compliance by the Owner and/or (ii) a fine, which may be set at a daily or other periodic rate, in an amount determined by Declarant or the Association for the purpose of inducing the Owner to promptly cure such non-compliance. All such Assessments shall be a lien in the same manner as provided in Article IV of the Original Declaration, subject to the subordination and other provisions of Section 6 of such Article IV.

Section 3.3. LIMITATION OF LIABILITY WITH RESPECT TO CONSTRUCTION OF IMPROVEMENTS IN COMMON AREAS. All Owners, by accepting a deed to a Lot, acknowledge and agree that Declarant is not a builder and shall have no liability to the Association or any Owner for any defects in design, construction or materials with respect to any improvements constructed on any Common Area.

## ARTICLE 4 <br> ARCHITECTURAL CONTROL

Section 4.1. ARCHITECTURAL REVIEW BOARD. The Architectural Review Board shall be Declarant as provided in Article II, Section 1 of the Original Declaration. Declarant may delegate its duties to a separate committee or board or contract for architectural review services from a consultant.

## Section 4.2. PROCEDURES.

(a) Any person desiring to construct, maintain, place, replace or reconstruct any Structure on any Lot or Common Area or to make any improvements, alteration or changes to any Structure shall submit Plans and any other required documentation required by the Architectural Guidelines to the Architectural Review Board which shall evaluate, approve or disapprove in writing such Plans in light of the purpose of this Declaration. Any person using any Structure shall comply with the Regulations established and amended from time to time.
(b) The Architectural Review Board may charge a reasonable review fee for its initial review, the amount of which shall be established by the Architectural Review Board in the Architectural Guidelines from time to time. The Architectural Review Board may at its option employ outside professional services for initial review and may pay them accordingly for this service.
(c) Approval by the Architectural Review Board of any plans and specifications or the granting of a variance with respect to any of the architectural guidelines and regulations, when established, shall not in any way be construed to set a precedent for approval, alter in any way the published architectural guidelines, when established, or be deemed a waiver of
the Architectural Review Board's right in its discretion to disapprove similar plans and specifications, use of any structure or any of the features or elements which are subsequently submitted for use in connection with any other Lot.
(d) The Architectural Review Board may at its option require the Owner to make a deposit to insure compliance with the approval or the Regulations in an amount and upon conditions to be determined by the Architectural Review Board. If an Owner or Owner's contractor or agent fails to so comply, the Architectural Review Board at its discretion may impose a fine on the Owner and apply all or part of the deposit to pay the fine and may use all or part of the deposit to remedy the non-compliance. The setting of an amount as a compliance deposit or of conditions for compliance for any one Lot shall not in any way act to set a precedent or effect in any way the setting of an amount or conditions of compliance for any other Lot or for any other set of Plans which are to be or have been approved within the Architectural Review Board. The terms for waiver of any deposit and for the determination of the deposit amount, conditions of payment and the release to an Owner of any remaining portion of said compliance deposit, shall be defined in the Architectural Guidelines and Regulations. Nothing herein shall be deemed to waive or limit in any way any other remedies of Declarant, including those to insure compliance with the Architectural Guidelines and Regulations, or of any Owner under this Declaration or at law.
(e) Neither Declarant, the Association, the Board of Directors of the Association, the Architectural Review Board or their respective members, directors, officers, agents or employees shall be responsible or liable in any way for defects, structural or otherwise, in any plans or specifications approved by Declarant or the Architectural Review Board nor for any defects in any work done according to the plans and specifications approved by Declarant or by the Architectural Review Board. Further, neither Declarant, the Association, the Board of Directors of the Association, the Architectural Review Board or their respective members, directors, officers, agents or employees shall be liable to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right of Declarant, or the Architectural Review Board provided for in this Declaration. Every person who submits plans and specifications to Declarant or the Architectural Review Board for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, the Association, the Board of Directors of the Association, an Architectural Review Board or their members, directors, officers, agents or employees to recover any damages arising out of such approval or disapproval and, each Owner, by acceptance of the deed to the Lot, releases, remises, quit claims, and covenants not to sue for, all claims, demands, and causes of action arising out of or in connection with such approval or disapproval, notwithstanding any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

## ARTICLE 5 <br> OWNER'S MAINTENANCE RESPONSIBILITIES

Section 5.1. OWNER'S MAINTENANCE RESPONSIBILITIES. Unless specifically identified herein or specifically elected by Declarant or the Board of Directors as being the responsibility of the Association, all maintenance and repair of a Lot or Area of Extended Lot Owner Responsibility, together with all portions of the dwelling, and other Structures on the Lot, including without limitation landscaping maintenance, shall be the responsibility of the Owner of such Lot. The responsibility of each Owner shall include, but not limited to, the painting, maintenance, repair, and replacement of walls or fences, and all siding, exterior doors, fixtures, mailboxes, equipment, and appliances (including, without limitation, the heating and airconditioning system for the dwelling) and all chutes, flues, ducts, conduits, wires, pipes, plumbing or other apparatus which are deemed to be a part of the dwelling or Lot or Area of Extended Lot Owner Responsibility, and the lawns, trees, shrubs, fences, grass, driveways, walkways or sidewalks (including those in the road right-of-way) and any other landscaping component on the Lot or Area of Extended Lot Owner Responsibility. The responsibility of the Owner shall also include, but not be limited to, the maintenance, repair, and replacement of all glass, lights and light fixtures (exterior and interior), awnings, window boxes, window treatments, window screens, and all screens or glass-enclosed porches, balconies, or decks which are a part of the dwelling. Each Owner shall also maintain roof, gutters and downspouts in a good state of repair. Declarant and the Association shall have the authority to enforce an Owner's maintenance responsibilities under this Article, pursuant to remedies set forth in this Declaration.

Section 5.2. OWNER MUST PROVIDE INSURANCE ON DWELLING. Each Owner shall, at its own expense, insure the dwelling and all other insurable improvements on the Lot in an amount not less than the then current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

Section 5.3. RECONSTRUCTION OR REPAIR OF DAMAGED DWELLING. If any dwelling shall be damaged by casualty, the Owner of such dwelling shall promptly repair such dwelling or reconstruct or replace it. Reconstruction must be either in accordance with the original plans and specifications for the dwelling, or, if approved by Declarant or the Architectural Review Board in accordance with new plans and specifications for a dwelling on the Lot. All such reconstruction and repair work shall be done in accordance with plans and specifications therefor, approved by Declarant or the Architectural Review Board. Such restoration obligation is mandatory unless Declarant or the Architectural Review Board determines in its sole discretion to permit the Owner to clear the Lot and to restore it as a clear, landscaped unimproved Lot in lieu of restoration of the dwelling.

## ARTICLE 6 <br> GRADING, DRAINAGE AND EROSION CONTROL

For purposes of this Article, the responsibilities hereinafter described of an Owner of a Lot shall include the corresponding area of extended Lot Owner responsibility, in addition to the Lot itself. The total responsibility for and cost of compliance with this section of the Declaration shall be that of the owner of the lot. Declarant, or the Association shall have as remedies for non-compliance, the levying of Assessments for non-compliance against that Lot, the authority to enter the lot and take appropriate action to remedy the violation or the authority to bring legal action to force the owner of the lot to comply with the terms set out herein. In the event that Declarant or the Association takes such action to assure compliance, as with other violations of the Declaration, all costs incurred by Declarant or the Association related to bringing the Lot or area of extended Lot Owner responsibility into compliance shall be that of the Lot Owner and collectable by Declarant from the Lot Owner or if by the Association, shall be made a part of the Association's continuing lien on the Lot.

All grading, during and after construction, shall at all times be performed in accordance with (a) any applicable portions of the storm water management plan, or any sediment and erosion control plan, grading and drainage plan, pollution prevention plan or any other applicable plan which may be on file with Declarant or association or filed with any applicable governmental agency or authority which conforms to regulations promulgated by the South Carolina Department of Health and Environmental Control and/or (b) any other applicable legislation, law, statute or ordinance governing the control of drainage. It shall at all times be the responsibility of the Owner of the Lot to request and review all such applicable plans. Unless such a request is made by said Lot Owner, individual or entity, failure on the part of Declarant or Association to supply that lot owner, individual or entity with copies of the applicable plans shall not be a defense for non-compliance or release of responsibility on the part of that Lot Owner, builder, individual or entity. Any Lot Owner, including Builder, by acceptance of the deed to a Lot, and at all times thereafter, shall have been deemed to have agreed to and accepted the responsibility established by a co-permittee agreement and to have assumed the responsibilities of a co-permittee and be bound to the above mentioned plans and indemnify and hold Declarant, the Association and the Architectural Review Board harmless from any and all deviations by the lot owner, or its builder from that plan or from the lot owner's, or Builder's failure to comply with this Declaration or any applicable legislation, laws, statutes or ordinances, whether such language is included in that deed, contract, or acceptance or assignment document or whether they have executed a "Co-Permittee Agreement" or not.

All temporary and permanent grading shall be performed in a manner to allow for proper drainage, to properly manage the flow of storm water run-off and to control erosion. During and after construction, Owner (and during construction, Owner's Building Contractor) shall be responsible for maintaining all grading and drainage to prevent the damming of water, increased runoff, or erosion that results in sediment loss. In no case shall sediment be allowed to wash onto or accumulate on adjacent lots, adjacent properties, into bodies of water, onto the streets of the Additional Phases or into the storm drainage system; or to adversely affect any of these areas or structures. Lot Owner and Lot Owner's Building

Contractor shall provide rip-rap, gravel exits, water bars, berms, sediment fences, hydroseeding, sod, or other forms of erosion control as may be required by Declarant, the Association, or the Architectural Review Board or any governmental agency.

Each Owner and such Owner's Builder shall insure that the grade of the Lot and area of extended Lot Owner responsibility, and any adjustment to that grade thereafter, does not cause the depth of any utilities installed upon the Lot or area of extended Lot Owner responsibility to be reduced to less than the standard set forth by the utility provider or any applicable code, statute or law, whichever may be deeper.

## ARTICLE 7 <br> REMEDIES

Section 7.1. REMEDIES FOR NONPAYMENT OF ASSESSMENTS. Any Assessments not paid by the due date shall, at the option of Declarant, bear interest from the due date at the rate of sixteen percent ( $16 \%$ ) per annum or, if sixteen percent ( $16 \%$ ) is higher than allowed by law, then the highest rate allowed by law. Said interest shall be charged at the discretion of Declarant or the Association's Board of Directors. In addition, Declarant or the Board of Directors of the Association shall have the right to charge an Association collection fee or late charge on any Assessment or installment thereof which shall not have been paid by its due date. In the event that Declarant or the Board of Directors of the Association chooses an installment schedule for the method of payment for an Assessment or as a method of allowing an Owner to pay past due Assessments, and in the event that any installment becomes delinquent, Declarant or the Board of Directors of the Association shall have the right to accelerate and immediately make due all or part of the Assessment due from that Owner of that Lot for that budgeted period. Declarant or the Board of Directors of the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the Lot(s) in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages or for the foreclosure of mortgages by judicial proceedings, and may seek a deficiency judgment, and interest, court costs, all costs of collection, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments provided for herein. No disagreement on the part of any Owner with respect to the budget; the amount or installment schedule for any Assessment; any change to the amount or installment schedule for the Assessment; the Regulations established or amended by Declarant or the Board of Directors of the Association; the actions or lack of action on the part of Declarant or the Association shall be reason for any Owner to fail to pay any Assessment at the time that it is due. Also, Declarant or Board of Directors of the Association may at any time notify the holders of mortgages of the Lot of the failure of the Owner to pay Assessments or any other violation of the Declaration.

## Section 7.2. REMEDIES FOR FAILURE TO MAINTAIN EXTERIOR OF DWELLING

 AND LOT. In the event that the Owner neglects or fails to maintain his Lot, Area of Extended Lot Owner Responsibility, and/or the exterior of his or her dwelling, Declarant or the Association may in addition to any other remedy, provide such exterior maintenance. Declarant or the Association shall first give written notice to the Owner of the specific items of the exterior maintenance or repairthat the Association intends to perform and the Owner shall have the time set forth in said notice within which to perform such exterior maintenance himself or to satisfy the Association that the required maintenance or repair will be completed in a timely manner. The determination as to whether an Owner has neglected or failed to maintain his Lot, Area of Extended Lot Owner Responsibility, and/or dwelling in a manner consistent with other Lots, Areas of Extended Lot Owner Responsibility and dwellings in the Additional Phases shall be made by Declarant or the Board of Directors of the Association in its sole discretion, or an entity authorized to do so by Declarant or the Board of Directors of the Association.

In the event the Association performs such exterior maintenance, repair or replacements repair, the costs of such maintenance, repairs or replacement together with all costs of collecting from the Owner the cost of such maintenance, repairs or replacement established herein shall be added to and become a part of the Assessment to which that Lot is subject.

In the event that the Association determines that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, employees, lessees, or invitee(s) of any Owner, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof, together with any Assessments for Non-Compliance levied by the Association for non-compliance and all costs of the collection shall be added to and become a part of the Assessment to which such Owner is subject and shall become a lien against the Lot of such Owner. Each Owner is responsible for the actions of and the compliance with these documents and the Regulations by the family, guests, lessees, employees or invitee(s) of that Owner and shall further be responsible for the payment of any Assessments levied for that non-compliance.

## Section 7.3. ADDITIONAL REMEDIES.

(a) Enforcement of the Declaration, By-Laws of the Association, and the Regulations in addition to any other remedy set out herein, may be carried out by Declarant or the Association through any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction in the Declaration, By-Laws, or Regulations established by Declarant or the Association either to prevent or restrain violations, to recover damages or to compel a compliance to the terms thereof. Any failure by Declarant or the Association to enforce any covenant or restriction herein contained or contained in the Declaration or By-Laws or to enforce any of the Regulations shall in no event be deemed a waiver of a right to do so thereafter. In addition to the foregoing, Declarant or the Board of Directors of the Association shall have the right wherever there shall have been built on any Lot or Area of Extended Lot Owner Responsibility any Structure which is in violation of the Declaration, Architectural Guidelines or Regulations to enter upon the Lot or Area of Extended Lot Owner Responsibility where such violation exists and summarily abate or remove the same at the expense of the Owner, including without limitation the right to cease current construction and enjoin further construction, if after written notice of such violation, it shall not have been corrected by the Owner within the time required by the notice of violation. Any such entry and abatement or removal shall not be deemed a trespass.
(b) Declarant or the Association may, in addition to any other remedy, suspend the Common Area enjoyment rights of any Owner, their family members, lessees, invitees, licensees, employees or guests, or any of their pets or animals, for an appropriate period of time to be determined on a case by case basis by Declarant or the Board of Directors for any non-compliance with the provisions of this Declaration, the By-Laws or of the Regulations. The right, however, of a Member to ingress and egress over the roads and/or parking areas shall not be suspended if they provide necessary access to their Lot.
(c) Each Owner grants to Declarant and the Association the right and permission to enter the Lot to remove or correct any violation of the Declaration, By-Laws or Regulations, including but not limited to, the maintenance of Lots, Areas of Extended Lot Owner Responsibility or any Structure thereon, and the removal of abandoned automobiles from any portion of the Additional Phases considered by the Board of Directors to be in violation with the Regulations, Declaration, By-Laws or to be a nuisance.
(d) In addition to the remedies outlined in this Article, Declarant or the Association may, but shall not be required to, enter upon any Lot(s), Area of Extended Lot Owner Responsibility or Common Area, seize and either deliver to the animal control authority at the Owner's cost, any pet or other animal that is not in compliance with the Declaration, By-Laws, or the Regulations or to be a nuisance. Notice of non-compliance shall be given to any Owner whose pets or animals are not in compliance, except when said non-compliance creates an emergency as determined by Declarant or the Board of Directors. The departure, while not under the restraint of a leash, of any pet or other animal from the Lot of its Owner, shall immediately constitute an emergency and there shall be no requirement for notice to be given.
(e) In addition to the remedies outlined above in this Article, Declarant, or the Association shall have the right to arrange for the removal, at the Owner's expense, of any vehicle that is parked in violation of the Declaration or the Regulations after notice to the Owner of the Lot on or beside which the vehicle is parked. Notice of non-compliance shall be given to any Owner where the parking of a vehicle or vehicles, except when said non-compliance creates an emergency as determined by Declarant or the Board of Directors. The parking of a vehicle which impedes the passage of any emergency vehicle or school bus, shall immediately constitute an emergency and there shall be no requirement for notice to be given.
(f) In addition to the remedies outlined above in this Article, Declarant, or the Association shall have the right to deny any and all services provided by the Association to its Members, including without limitation review and/or approval of architectural plans by the Architectural Review Board, to those Members who are not in compliance with the terms of the Declaration, the By-Laws, the Architectural Guidelines, or the Regulations, including without limitation those Members who owe past due Assessments, until such time as the Member comes back into compliance in the sole discretion of Declarant or the Board of Directors.
(g) With regard to Owners of multiple Lots in the Additional Phases, including without limitation builders, and in addition to the remedies outlined above in this Article, Declarant, or the Association shall have the right to apply delinquent Assessment amounts owed on one or more of the Owner's Lots to the Association's all-encompassing lien over all the Lots in the Additional

Phases owned by that Owner, and Declarant and the Association shall possess all the rights and powers of remedying delinquent Assessments and enforcing its continuing lien on the Lots as set forth in the provisions of this Declaration. The Association's all-encompassing lien over said Lots shall not be released on the individual Lots it covers until any and all Assessment delinquencies for all the Owner's Lots have been remedied by the Owner, unless otherwise authorized by Declarant or the Association. If such a Lot is sold without payment of its delinquent Assessments, the Association may apply that delinquent amount to its all-encompassing lien over that Owner's remaining Lots in the Additional Phases.

## Section 7.4. DECLARANT'S ADDITIONAL ENFORCMENT REMEDIES.

(a) In addition to the remedies outlined above in this Article and in addition to any other remedies or rights reserved to Declarant under a previously recorded document affecting the Additional Phases or a portion thereof, Declarant's right to enforce the provisions of this Declaration, the By-Laws, the Architectural Guidelines, and the Regulations shall extend for as long as Declarant owes any duties or obligations to a governmental body, district, agency, or authority exercising jurisdiction over a portion of the Additional Phases, even if Declarant has already turned over control of the Association to a Member-elected Board of Directors and even if one hundred ( $100 \%$ ) percent of the dwellings permitted by the Master Plat already have certificates of occupancy issued thereon and have been conveyed to Owners other than builders holding title for purposes of development and sale, PROVIDED that Declarant may exercise the extended enforcement rights described in this Section only for the specific purpose of (1) responding to a request or demand of a governmental body, district, agency, or authority exercising jurisdiction over a portion of the Additional Phases or (2) in the sole discretion of Declarant, preventing an anticipated request or demand of a governmental body, district, agency, or authority exercising jurisdiction over a portion of the Additional Phases.
(b) Declarant may exercise its extended enforcement powers described in this Section: (1) through the Association, whereby the Association exercises its enforcement powers under this Declaration in order to adequately respond to, or attempt to prevent, the request or demand of a governmental body, district, agency, or authority; or (2) independently of the Association, whereby Declarant exercises any and all enforcement powers reserved to it under the Declaration in order to adequately respond to, or attempt to prevent, the request or demand of a governmental body, district, agency, or authority, including without limitation the right to enter any portion of the Additional Phases to remedy a violation, the right to impose Assessments for NonCompliance and the right to file a lien upon the Lot of the Owner against whom enforcement is being sought for the amount of such Assessments, and the right to bring any and all other legal actions to force compliance by an Owner. In the event Declarant exercises said extended enforcement powers, all costs incurred by Declarant, including reasonable attorneys fees, shall be the responsibility of the Lot Owner(s) against whom enforcement was sought and shall be added to the lien filed by Declarant against said Lot Owner, if applicable. The provisions of this Section provide Declarant with the option
of exercising extended enforcement powers under the Declaration; however, they do not impose any duty or obligation upon Declarant to do so.

## ARTICLE 8

## GENERAL PROVISIONS

Section 8.1. DURATION. The provisions of Article VIII, Section 1 of the Original Declaration are incorporated herein by reference and shall apply to this Supplemental Declaration, which shall have the same term and automatic renewal terms as the Original Declaration.

Section 8.2. SETTLEMENT STATEMENT AUTHORIZATION. The Owner by acceptance of the deed to a Lot authorizes and directs the closing attorney to provide the Association with a copy of the Settlement Statement from the closing transferring the Lot and/or dwelling to the Owner.

Section 8.3. SEVERABILITY. In the event that any one or more of the foregoing conditions, covenants, restrictions, or reservations shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, aberrant, or nullify any of these covenants, conditions, and restrictions not so declared to be void but all remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

Section 8.4. AMENDMENT BY DECLARANT. In addition to any other right to amend as set out herein, as long as Declarant owns any portion of the Additional Phases, Declarant may amend and/or restate this Declaration without the consent of the Owners, their mortgagees, or the Association. Every purchaser or grantee of any Lot or Common Area now and hereafter, by acceptance of a deed or other conveyance thereof, agrees that the Declaration may be amended as provided herein and such amendment shall be applicable to and binding upon the Owners and the Lots at the time it is recorded in the applicable County Register of Deeds office.

Section 8.5. FFECTIVE DATE. This Declaration shall become effective upon its recordation in the office of the Register of Deeds for the county in which the Additional Phases is located.

Section 8.6. PAID PROFESSIONAL MANAGER. Declarant or the Board of Directors may employ a professional manager or managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the Common Area and in the discharge of the Association's duties throughout the Additional Phases, the cost of such services to be included in Assessments.

Section 8.7. BINDING EFFECT. This Declaration shall inure to the benefit of and be binding upon the parties hereto, and the purchasers of Lots, their heirs, personal representatives, successors and assigns.

Section 8.8. WAIVER. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be construed to constitute a precedent or be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 8.9. ATTORNEY'S FEES AND COST. Should Declarant or the Association employ counsel to enforce the Declaration, or the reasonable rules, regulations and policies established or amended by Declarant or the Board of Directors from time to time because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Declarant's or the Association's counsel and other reasonable costs of collection, shall be paid by the Owner of such Lot or Lots in breach thereof.

Section 8.10. DECLARANT LIABILITY AND HOLD HARMLESS. Declarant herein shall not in any way or manner be liable or responsible for any violation of the Declaration by any person other than itself. The Owners and the Association shall hold harmless Declarant from any liability, loss or cost arising out of their or their agents, guests or invitees violation of the Declaration.

Section 8.11. SAFETY AND SECURITY. Each Owner and their respective visitors, invitees, and guests, shall be responsible for their own personal safety and the security of their property in the Additional Phases. Declarant and the Association shall have no duty to enhance the level of safety or security which each person provides for himself or herself and his or her property, nor shall Declarant or the Association have any duty to respond to a safety or security problem if provided notice of such, although nothing herein shall prevent Declarant or the Association from voluntarily (1) passing on such notification to the proper law enforcement or governmental authorities, (2) responding in some other manner to protect safety or security, or (3) taking action to enhance the level of safety or security in the Additional Phases. Neither Declarant nor the Association shall in any way be considered insurers or guarantors of safety or security with the Additional Phases, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or failure to respond adequately to a security problem or the dangerous or hazardous condition of the Additional Phases. Each Owner acknowledges, understands, and shall be responsible for informing its occupants, visitors, invitees, and guests that Declarant, the Association and its Board of Directors and Committees are not insurers or guarantors of security or safety and that each person with the Additional Phases assumes all risks of personal injury and loss or damage to property, including dwellings and the contents therein, resulting from acts of third parties or from any dangerous or hazardous condition. Each Owner also acknowledges, understands, and shall inform its occupants, visitors, invitees, and guests that they are responsible for contacting the appropriate public authorities directly when safety or security problems arise.

Section 8.12. TIME REDUCTION. In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which same shall be effective, then and in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina and such provisions shall be fully effective for such period of time.

Section 8.13. ASSIGNMENT. Declarant may assign all or any part of its rights and reservations hereunder to any successor who takes title to all or part of the Additional Phases in a bulk purchase for the purpose of development and sale. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in written instrument duly recorded in the Office of the Register of Deeds for the county in which the Additional Phases is located.

Section 8.14. ZONING LAWS. The provisions of this Declaration, as amended from time to time, are intended to act as the land use controls applicable to the Additional Phases, and in the event of a conflict or difference between the provisions hereof and of applicable zoning ordinances, the terms of this Declaration, as amended, to the extent permitted by law, shall control and supersede such zoning ordinances. Each Owner, automatically upon the purchase of any portion of the Additional Phases, is deemed to waive all protections afforded to him, now or in the future, under applicable zoning ordinances to the extent such zoning ordinances are at variance with the provisions of this Declaration.

IN WITNESS WHEREOF, Declarant, has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

DECLARANT:
South Carolina Electric \& Gas Company


## Elaine Me Bride GenReinid

STATE OF SOUTH CAROLINA )
)
COUNTY OF Richland ,


I, the undersigned Notary Public for the State of South Carolina, do hereby certify that South
 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this $1^{13^{\text {th }}}$ day of September. 2007.

Notary Public, State of South Carolina
My Commission Expires: $10-08-08$

## EXHIBIT A

## Legal Description of Phase III

ALL those certain pieces, parcels or lots of land, being in the Regatta Subdivision on Lake Murray, in the County of Lexington, State of South Carolina, and shown as Lot Nos. 1-26 on that Revised Bonded Plat of Regatta - Phase III, prepared for South Carolina Electric \& Gas Company by Larry W. Smith, Associated E\&S, Inc., dated February 6, 2007, and recorded in the Lexington County ROD Office on June 8, 2007, in Plat Book 12078 at page 336.

## EXHIBIT B

All of the following tracts which may hereafter be developed as future phases of Regatta:

ALL those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being on or near Regatta Road in the County of Lexington, State of South Carolina, shown and delineated as Tracts A, B, C, D, F, G, H, M and N on the plat prepared for South Carolina Electric \& Gas Company by Associated Engineers and Surveyors, Inc., dated September 6, 1994, last revised May 10, 1996, recorded in the Office of the RMC for Lexington County, South Carolina in Plat Slide 197 at page 8, but excluding those portions of the aforesaid tracts which are already within Phases I, II or III of Regatta.

## EXHIBIT C

Definitions

1. "ADDITIONAL PHASES" shall have the meaning set forth in the preamble to this Supplemental Declaration.
2. "ARCHITECTURAL GUIDELINES" shall mean and refer to the set of policies, rules and procedures promulgated and/or amended by the Architectural Review Board which shall act as a guide for the architectural control and review process and for the maintenance, construction or renovation of Structures in the Additional Phases.
3. "ARCHITECTURAL REVIEW BOARD" or "ARB" shall mean and refer to Declarant, any appointees of Declarant, or board appointed by Declarant, while Declarant retains all or part of the rights and authority for architectural control in the Additional Phases, and thereafter the Board of Directors of the Association or architectural control boards appointed by the Board of Directors of the Association.
4. "AREA OF EXTENDED LOT OWNER RESPONSIBILITY" shall mean and refer to that portion of the road right-of-way, whether owned by Declarant, the Association, or any applicable governmental entity, extending from the end of the road's curbing (or the end of the pavement itself, if no curbing exists) to any property line of a Lot that is contiguous to the road. Unless the Association has assumed some portion of the responsibility for maintenance of all or a portion of this area, each Owner shall be responsible for all or the remainder of the maintenance and proper use of such Owner's corresponding Area of Extended Lot Owner Responsibility pursuant to the provisions of this Declaration, including without limitation obtaining appropriate Architectural Review Board approvals, in addition to any other applicable governmental approvals, that may be required for any and all Structures and landscaping built upon or located in the Area of Extended Lot Owner Responsibility. All remedies available to Declarant and the Association for the failure of an Owner to properly maintain, use, or construct or locate Structures upon a Lot shall also be available to Declarant and the Association for the failure of an Owner to properly maintain, use, or construct or locate Structures upon the Area of Extended Lot Owner Responsibility, as provided for in this Declaration. Said authority of Declarant and the Association to control the Areas of Extended Lot Owner Responsibility is subordinate to the authority and approval of any property owner or applicable governmental entity possessing rights over or ownership of the Areas of Extended Lot Owner Responsibility. Each Owner shall maintain in good condition and repair any sidewalk within the Owner's Area of Extended Lot Owner Responsibility.
5. "ASSESSMENT" means an Assessment as provided for in the Original Declaration or in this Supplemental Declaration.
6. "DECLARATION" shall mean and refer to this Supplemental Declaration of Covenants and Restrictions, any amendment or modification thereof, and supplements that annex additional land.
7. "DECLARANT" shall mean and refer to South Carolina Electric \& Gas Company, its successors and assigns.
8. "PLANS" shall mean and refer to and encompass the plans, specifications, elevations and exterior designs of any Structure built or to be built on any Lot or Common Area, as well as a site plan showing building set backs and locations of all Structures within the Lot or Common Area.
9. "REGULATIONS" shall mean and refer to the guidelines, rules, policies, and procedures, including, but not limited to, the Architectural Guidelines, promulgated by Declarant or the Architectural Review Board, or by the Association after Declarant relinquishes such authority.

# AMENDMENT AND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR REGATTA 

Original Declaration Recorded in Book 3757 at Page 277)

THIS AMENDMENT AND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR REGATTA (this "Amendment and Supplement") is made this 23 RP day of December, 2014, by South Carolina Electric \& Gas Company ("SCE\&G"),

## RECITALS

A. SCE\&G and Wyman Boozer ("Boozer") executed and recorded that certain Declaration of Covenants and Restrictions for Regatta Point (subsequently re-named "Regatta"), recorded in Lexington County in Book 3757 at Page 277, amended by instrument recorded in Book 7435 at page 58, and supplemented by that certain Supplemental Declaration of Covenants and Restrictions for All Additional Phases of Regatta recorded in Lexington County in Book 12325 at Page 24 (as previously amended and supplemented, collectively, the "Declaration").
B. Article VIII, Section 2 of the Declaration provides that the Declaration may be amended at any time by an agreement signed by SCE\&G or any successor Developers of Phases of the Future Development Tracts, as long as SCE\&G or such successor Developers own any portion of the Property, and Boozer, as long as Boozer owns any portion of the Property.
C. There are currently no successor Developers of any portion of the Property, and Boozer no longer owns any portion of the Property subject to the Declaration. Pursuant to Article VIII, Section 2, SCE\&G desires to amend the Declaration as set forth herein.
D. Article $V$ of the Declaration provides that SCE\&G or any other Developer may establish additional covenants and restrictions applicable to any Phase of Regatta developed by SCE\&G or any other Developer.
E. SCE\&G desires to supplement the Declaration to add the additional restrictions with respect to any development of Phase IV of Regatta ("Phase IV") on the portion of the Property more particularly described on Exhibit A attached hereto and made a part hereof (such portion of the Property hereinafter referred to as the "Phase IV Property").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant, amends and supplements the Declaration as set forth herein:

1. Definitions. Capitalized terms not otherwise defined in this Amendment and Supplement shall have the respective meanings ascribed to such terms in the Declaration.
2. Amendments. Pursuant to the provisions of Article VIII, Section 2 of the Declaration, SCE\&G hereby amends the Declaration as follows:
2.1 Definition of "Common Area". The definition of Common Area in the Declaration is hereby deleted in its entirety and replaced with the following:
"Common Area" means that certain portion of the Property more particularly described on Exhibit B attached hereto and made a part hereof, together with any portion of the Property to which the Association takes title subsequent to the date hereof. A Developer may convey additional portions of the Property to the Association upon the written consent of all Developers, and such portions of the Property shall thereafter constitute "Common Area" as such term is used herein.
2.2 Definition of "Boat Storage Area". The Declaration is hereby amended to add the following definition of "Boat Storage Area":
"Boat Storage Area" means that portion of the Property more particularly described on Exhibit $\mathbf{C}$ attached hereto and made a part hereof.
2.3 Restriction on Phase IV Owners Use of Boat Storage Area. Notwithstanding any provision in the Declaration or the Bylaws of the Association to the contrary, including without limitation Article VI, Section 2 of the Declaration, no Owner of any portion of the Phase IV Property (each a "Phase IV Owner" and collectively, the "Phase IV Owners") shall be entitled to use the Boat Storage Area. The Developer of Phase IV shall be required to construct a boat storage area within the Phase IV Property (the "Phase IV Boat Storage Area") that permits the storage of not less than one (1) boat for each Lot developed in Phase IV.
2.4 Conveyance of Phase IV Boat Storage Area to Association; Use of Phase IV Boat Storage Area By Owners Within Other Phases. Following completion of construction of any Phase IV Boat Storage Area, the Developer of Phase IV shall be entitled to convey such Phase IV. Boat Storage Area to the Association without requirement of consent of any other party. Once conveyed to the Association, the Phase IV Boat Storage Area shall become part of the "Common Area". Notwithstanding the foregoing, only Owners of Lots within Phase IV shall be entitled to use the Phase IV Boat Storage Area. No Owner of a Lot in a Phase other than Phase IV shall be entitled to use the Phase IV Boat Storage Area.
2.5 Assignment of Architectural Review Rights and Obligations - Phase II and Phase III. Pursuant to the provisions of Article II, Section 1, SCE\&G hereby assigns all of its rights and obligations with respect to architectural review, including without limitation its rights as the ARB, for only Phase II, Phase III and that portion of the Property described on Exhibit $\mathbf{D}$ attached hereto and made a part hereof ("Phase V") to the Association. SCE\&G retains all architectural review rights and obligations with respect to all other portions of the Property owned by SCE\&G other than any portions within Phase II, Phase III or Phase V.
3. Supplemental Terms and Conditions. In accordance with the provisions of Article V of the Declaration, SCE\&G hereby subjects the Phase IV Property to the following terms and conditions (collectively, the "Phase IV Supplemental Covenants and Restrictions"):
3.1 Developer Obligation to Install Street Lighting. The Developer of Phase IV is hereby required to install street lighting within any project developed on the Phase IV Property. The scope and location of the street lighting required to be installed may be tailored to the type of project developed in Phase IV, however, the required street lighting must be (i) of consistent style and spacing as the street lighting within the other developed Phases of Regatta, and (ii) of a minimum quality not less than the lowest quality of street lighting currently existing within any other developed Phase of Regatta.
3.2 Restrictions on Exterior Finish Materials. In addition to the requirement that all Structures on Phase IV Property be constructed fully in compliance with all other provisions of the Declaration, including without limitation all required approvals from the ARB for Phase IV, the exterior construction materials for all Structures on Phase IV Property must comply with the following:
(a) Vinyl siding and aluminum siding are prohibited, except for soffit and fascia details.
(b) No concrete block, plywood sheathing or unfinished materials may be exposed.
(c) Any stucco must be hand-applied with a steel trowel and have only smooth, scored and textured finishes. No spray-application stucco or parge is permitted.
3.3 Interpretation and Application of Phase IV Supplemental Covenants and Restrictions in Relation to Declaration. These Phase IV Supplemental Covenants and Restrictions contain provisions, covenants and restrictions applicable to the Phase IV Property which are in addition to the provisions, covenants and restrictions set forth in the Declaration. All provisions of the Declaration remain applicable to the Phase IV Property. Nothing herein should be construed as relieving the Phase IV Owners of any obligations under the Declaration, which is binding on all portions of the Phase IV Property. To the extent these Phase IV Supplemental Covenants and Restrictions may add requirements and restrictions not contained in the Declaration, such shall be binding on all Phase IV Owners, but will not be binding on Lots in the other Phases of Regatta that are not subject to the Phase IV Supplemental Restrictions and Covenants.
4. Binding Effect Running with the Land. This Amendment and Supplement shall run with, bind, benefit and burden the Property, and shall run with, bind, and be enforceable by and against the Declarant, the Association, every Owner, and the respective legal representatives, heirs, successors and assigns of each, as provided in the Declaration.
5. Effect of the Declaration. Except as modified and amended by this Amendment and Supplement, the Declaration, as previously amended and supplemented, shall remain in full force and effect. In the event of any conflict and/or ambiguity between the Declaration and this Amendment and Supplement, this Amendment and Supplement shall control.
6. Effective Date. This Amendment and Supplement shall become effective upon its recordation in the office of the Register of Deeds for Lexington County, South Carolina.
7. Headings. The captions and paragraph headings have been inserted in this Amendment and Supplement for convenience only, and shall not be considered and/or referred to in resolving questions and/or for interpretation or construction of this Amendment and Supplement.
[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the duly authorized officer of the undersigned has executed this Amendment and Supplement the day and year first above written.


## STATE OF SOUTH CAROLINA )


I, the undersigned Notary Public for the State of South Carolina, do hereby certify that South Carolina Electric \& Gas Company, by Staci Shutter , its VP of SCANA Support Services personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this $23^{r-d}$ day of December, 2014.
Wendy Sunn
Notary Public for the State of South Carolina My commission expires: $10 / 26 / 16$

## EXHIBIT A

## Phase IV Property

All that certain piece, parcel and lot of land, situate, lying and being on or near Regatta Road, in the County of Lexington, State of South Carolina, shown and delineated as Tract C on the plat prepared for South Carolina Electric \& Gas Company by Associated Engineers and Surveyors, Inc., dated September 6, 1994, last revised May 10, 1996 and recorded in the Office of the RMC for Lexington County, South Carolina in Plat Slide 197 at Page 8, LESS AND EXCEPTING all property shown on that certain Final Plat of Regatta Phase II prepared for South Carolina Electric \& Gas by Larry W. Smith, S.C., P.L.S. No. 3724, of Associated E \& S, Inc., dated July 6, 2006, last revised September 19, 2006, recorded September 20, 2006, in Book 11396, Page 269, in the office of the Register of Deeds for Lexington County, South Carolina.

## EXHIBIT B

## Common Area

All those certain pieces, parcels or tracts of land lying, being and situate, in Lexington County, State of South Carolina and being shown and designated as "Common Area 1" (1.43 acres more or less), "Common Area 2" (3.24 acres more or less) and "Boat Ramp Common Area" ( 0.41 acre more or less) on that certain Final Plat of Regatta - Phase III prepared for South Carolina Electric \& Gas by Larry W. Smith, S.C., P.L.S. No. 3724, of Associated E \& S, Inc., dated February 6, 2007, last revised February 19, 2013, recorded August 13, 2013, in Book 16477, Page 140, in the office of the Register of Deeds for Lexington County, South Carolina.

TMS: 001849-03-027

AND

All that certain piece, parcel or tract of land, lying, being and situate in Lexington County, State of South Carolina and being shown and designated as "Green Way" ( 0.07 acre more or less) on that certain Final Plat of Regatta Phase II prepared for South Carolina Electric \& Gas by Larry W. Smith, S.C., P.L.S. No. 3724, of Associated E \& S, Inc., dated July 6, 2006, last revised September 19, 2006, recorded September 20, 2006, in Book 11396, Page 269, in the office of the Register of Deeds for Lexington County, South Carolina.

TMS 001849-01-038

## EXHIBIT C

## Boat Storage Area

All that certain piece, parcel or tract of land lying, being and situate, in Lexington County, State of South Carolina and being shown and designated as "Common Area 2" (3.24 acres more or less) on that certain Final Plat of Regatta - Phase III prepared for South Carolina Electric \& Gas by Larry W. Smith, S.C., P.L.S. No. 3724, of Associated E \& S, Inc., dated February 6, 2007, last revised February 19, 2013, recorded August 13, 2013, in Book 16477, Page 140, in the office of the Register of Deeds for Lexington County, South Carolina.

## EXHIBIT D

## Phase V Property

All those certain pieces, parcels and lots of land, situate, lying and being on or near Regatta Road, in the County of Lexington, State of South Carolina, shown and delineated as Tract $M$ and Tract $N$ on the plat prepared for South Carolina Electric \& Gas Company by Associated Engineers and Surveyors, Inc., dated September 6, 1994, last revised May 10, 1996 and recorded in the Office of the RMC for Lexington County, South Carolina in Plat Slide 197 at Page 8.

