

Return to:  
Wright McLeod  
Attorneys at Law  
4420 Evans to Locks Road  
Evans, GA 30809

2012007228

AMENDED COVENANTS \$10.00  
RECORDING FEES  
PRESENTED & RECORDED:

03-22-2012 02:15 PM



JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
BY: MARILYN SEIGLER DEPUTY

BK: RB 4397

PG: 1953 - 1956

STATE OF GEORGIA )

)

COUNTY OF COLUMBIA )

AMENDMENT TO THE DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO  
BERGEN PLACE WEST

WHEREAS, the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Bergen Place West Community Association, Inc, and Providing for the Community Association dated October 10, 2006 is recorded in the Office of the RMC of Aiken County, South Carolina in Deed Book 4118, page 1422 through page 1455; and

WHEREAS, Beazley Development Co., Inc. (hereinafter "Company") reserves unto itself, its successors and assigns, the right to amend this Declaration or any portion thereof as it may deem necessary because all lots have not been sold and the rights to amend have not been assigned to the Association; and

WHEREAS, Beazley Development Co., Inc. desires to amend the Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Bergen Place West Community Association, Inc, and Providing for Bergen Place West Community Association, Inc.; and

NOW, THEREFORE, Company hereby amends the Declarations as of the date of this Amendment as follows:

1. Pursuant to the Declarations, Company adds and subjects to the Declarations the following property ("Additional Property"):

All those certain lots or tracts of land situate, lying and being in Aiken County, South Carolina and being shown and designated as: Lot 4, Block C; Lots 15-29, Block D; Lots 31-32, Block D; Lots 2-16, Block E; Lots 1-20, Block F; Lots 1-15, Block G on that certain plat of Bergen Place West, Phase II prepared by Southern Partners, Inc., for Beazley Development Co., Inc., dated December 20, 2011, and recorded in Plat Book 50, Page 442, in the Office of the RMC of Aiken County, South Carolina. Reference to said plat is hereby made for a more complete and accurate description of the properties described.

On and after the date of the Amendment, the term of "Property" in the Declarations shall be deemed to include the Additional Property. Company hereby declares that the Additional Property shall be held, transferred, sold, conveyed, leased and occupied subject to the Declarations, each and all of which are for, and shall inure to benefit of and pass with each and every parcel of the Additional Property and shall apply to and bind the heirs, assignees, and successors in interest of Company.

2. Except as specifically modified herein, the Declarations shall remain in full force and effect.

IN WITNESS WHEREOF, Company has caused this Amendment to be executed, under seal, by its duly authorized officer, the day and year first above written.

This Amendment is made and entered into this 7<sup>th</sup> day of MARCH, 2012.

Sworn to and subscribed  
Before me this 7<sup>th</sup> day of  
March, 2012.

Courtney C. Littlejohn  
Witness

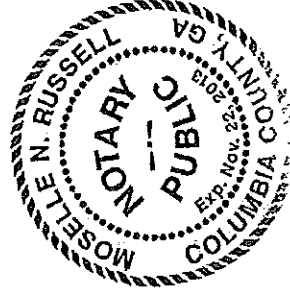
M. Russell  
Notary Public

My commission expires:

11-22-2013

Beazley Development Co., Inc.

Bill Beazley (L.S.)  
As its: President



Return to:  
Wright McLeod  
Attorneys at Law  
4420 Evans to Locks Road  
Evans, GA 30809

BILL BEAZLEY HOMES, INC. hereby assents to the terms of the DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO BERGEN PLACE WEST, PHASE 1 and any amendments and voluntarily submits any lots owned by it to the Declarations and the Amendment Adding Phase II, executed, under seal, by its duly authorized officer, the day and year first above written.

Bill Beazley Homes, Inc.

By: BB Beazley  
Bill B. Beazley  
As: Chief Executive Officer

SIGNED, SEALED AND DELIVERED  
in the presence of:

Christina W. Hargrave  
Witness

J. Russell  
Notary Public

Commission Expires on: 11-22-2013

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF AIKEN          )

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the within named Bill B. Beazley, sign, seal and as his act and deed, deliver the within written instrument, and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

Christina W. Hargrave  
(Signature of First Witness)

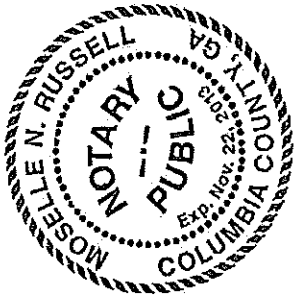


SWORN TO AND SUBSCRIBED BEFORE ME  
this 7<sup>th</sup> day of March, 2012.

M Russell

Notary Public  
(Signature of Notary Witness)

My Commission Expires: 11-22-2013



DECLARATION OF RIGHTS, RESTRICTIONS  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS  
APPLICABLE TO BERGEN PLACE WEST

WHEREAS, Beazley Development Company, Inc. (hereinafter referred to as Company), a corporation organized and existing under the laws of the State of Georgia and South Carolina is the owner of certain lands located in City of North Augusta, Aiken County, South Carolina, which it is developing into a community known as BERGEN PLACE WEST.

WHEREAS, the Company wishes to declare certain restrictive covenants affecting said lands.

NOW, THEREFORE, the Company does hereby declare the covenants contained herein shall be covenants running with the land and shall apply to the following lots, tracts, or parcels of land shown on a certain plat of survey of BERGEN PLACE WEST dated September 18, 2006, prepared for the Company by Southern Partners, Inc., and recorded in the RMC Office of the Aiken County, South Carolina, in Plat Cabinet 52, Slide 118.

- Lots 1-37, Block A - Inclusive
- Lots 1 - 5, Block B - Inclusive
- Lots 1-12, Block C- Inclusive
- Lots 1-14, Block D - Inclusive
- Lot 1, Block E

And such additional lands as may be placed from time to time hereafter under the coverage hereof by express declaration incorporating this Declaration by specific reference. The Company reserves in each instance the right to add additional restrictive covenants in respect to land covered hereby or subjected hereto in the future and/or to limit the application of this Declaration to lands subjected hereto in the future.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or in any amendment hereto or in any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(A) Company shall mean and refer to Beazley Development Co., Inc., and its successors and assigns.

(B) Declaration shall mean and refer to this Declaration of Rights, Restrictions, Affirmative Obligations and Conditions.

- (C) Intended for Use shall mean the use intended for various parcels within the Property as shown on the master plan prepared by the Company as the same may be revised from time to time by the Company or as indicated on Recorded plats or other Recorded documents, or the use to which a particular parcel of land is restricted by covenants expressly set forth or incorporated in deeds by which the Company has conveyed the Property.
- (D) Lot shall mean and refer to any subdivided parcel of land located within the Property and shown on a Recorded plat on which has been constructed a single-family detached dwelling or which if unimproved is intended for use as a site for a single-family detached dwelling.
- (E) Owner shall mean and refer to the owner of any interest in any portion of the Property, members of his family residing within the Property, his personal representative, heirs, assigns, successors, tenants, guests, invitees and licensees.
- (F) Property shall mean and refer to the land described in Exhibit A attached hereto or to any portion thereof and to any land which may in the future be subjected to this Declaration.
- (G) Recorded means recorded in the RMC Office of Aiken County, South Carolina.
- (H) BERGEN PLACE WEST shall mean and refer to the property and the community being developed thereon.
- (I) Association shall mean and refer to BERGEN PLACE WEST Community Association, Inc., a South Carolina non-profit corporation, its successors or assigns.

## ARTICLE II

### MEMBERSHIP IN THE ASSOCIATION

All property owners are required to be members of BERGEN PLACE WEST Community Association, Inc. Covenants and restrictions are under separate cover.

## ARTICLE III

### RESIDENTIAL USE, BUILDINGS AND LOCATIONS OF STRUCTURES

1. Use of Lots. All Lots shall be used for single-family residential purposes exclusively and recreational purposes incidental thereto. The use of a portion of a dwelling on a Lot as an office by the Owner or tenant thereof shall be considered a residential use if it is used as an office only by the resident of the dwelling and such use does not create customer or client traffic to and from the Lot. No mobile home, tent, barn or other similar outbuilding or structure or any structure of a temporary character shall be placed on any Lot in BERGEN PLACE WEST at any time,

either temporarily or permanently; provided, however, that this prohibition shall not apply to shelters or temporary structures used by a contractor during construction of dwelling units, which shall be promptly removed upon completion of construction.

2. Sleeping Quarters in Attic, Garage, or Outbuilding Prohibited. No attic, garage, or detached outbuilding shall be used for sleeping quarters except that servant or guest quarters may be provided as a part of or accessory to a main residential building and shall conform to it in exterior design and quality. This provision shall not prohibit the conversion of a garage into sleeping quarters which are incorporated as part of the main residential building. No portion of a single-family dwelling may be rented or leased except as part of the entire premises including the main dwelling.

3. Altering Lot Boundaries. No Lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Aiken County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat and change the boundary lines or subdivide any Lot or Lots owned by it in order to create a modified building Lot or Lots; and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted Lots, provided, however, no Lot originally shown on a Recorded plat shall be reduced to a size more than ten (10%) per cent smaller than the smallest Lot shown on the first Recorded plat showing the Lot altered. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of this Declaration.

4. Location of Building on Lot. No building of any kind or character shall be erected on a Lot nearer the street than the minimum building line as shown on the Recorded subdivision plats depicting said Lot; nor shall any building of any kind or character be erected within seven (7) feet of any side property line of a lot. The main residential building on each Lot shall not be erected within twenty (20) feet of the rear Lot line. However, swimming pools, other recreational amenities and auxiliary buildings not to be used as sleeping quarters may be constructed to within ten (10) feet of a rear Lot line. If any Lot is resubdivided or enlarged pursuant to the provisions of paragraph three (3) of Article III hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the Lot as altered or resubdivided. All boundary lines between corner Lots and contiguous Lots shall be considered as side boundary lines

5. Main Dwelling Built First. No building or structure shall be constructed prior to the construction of the main dwelling structure on the Lot. The provisions of this Declaration shall not prohibit the Company from using a mobile office, house or other dwelling units constructed on lots as models.

6. Zoning Restrictions. Zoning ordinances, restrictions and regulations of the City of North Augusta and Aiken County and its various agencies applicable to the Property shall be observed. In the event of any conflict between any provisions of this Declaration and such ordinances, restrictions or regulations, the more restrictive provision shall apply.

7. Architectural Control Committee. The Architectural Control Committee shall be appointed by the Company.

8. Approval of Plans. No building, storage house, cabana, fence, wall, swimming pool, or other structure shall be commenced, erected or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plan, elevation, exterior color scheme, and square footage shall have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any such building plans, specifications, site plans and grading plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications, site plans or grading plans, the Architectural Control Committee shall take into consideration the suitability of the proposed building, the materials out of which it is to be built, the location of the proposed building on the Lot, the harmony of the building and its location with the surroundings and the effect of the building as planned, on the outlook from adjacent or neighboring portions of the Property. Walls, barbeque pits, detached garages, and other accessory buildings or recreational facilities, shall be constructed in general conformity with the architecture of the main building. Small outside storage buildings must have a roof overhang, roofing to match the home in material and color, and may have six or eight-inch lap siding (vinyl, wood, concrete, etc.) The color of siding and roof overhand material must match the home. Fences must be constructed out of wood, brick, stone, iron, or a comparable material; chain link is prohibited. The Architectural Control Committee, at its discretion, may require information including, but not limited to, the following: foundation plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications and site plan showing location, grading, and orientation of buildings on the Lot, with all setbacks indicated. Such plans and specifications may be required to show the driveway, service court or area, parking and any other buildings, improvements or facilities to be constructed. Neither the main residential building nor accessory buildings may be constructed on any Lot without the full and active supervision of an architect or building contractor.

9. Completion of Construction Within One Year. The exterior of all buildings and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency, or natural calamities.



10. Reconstruction of Damaged Structures. Should any dwelling unit or other structure on any portion of the property be destroyed in whole or in part, it must be reconstructed or the debris therefrom must be removed and the property restored to a neat and sightly condition within six (6) months after the date of such destruction.

11. Fences and Hedges. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any street corner within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded street corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any portion of the property within ten (10) feet from the intersection of a street property line with the end of a driveway. Trees within such sight-line areas at street corners or driveway intersections shall be maintained in such a manner that the foliage line does not obstruct the specified sight lines at elevations between two (2) and six (6) feet above the roadway.

No fence, wall, hedge or similar structure shall be constructed or maintained on any Lot more than six (6) feet in height or nearer the street boundary line of the Lot than the front line of the main residential building as extended to the side lot lines. On corner lots, fences, walls, hedges or similar structures shall not be constructed or maintained between the minimum building line and the street. Nevertheless, low, decorative walls or hedges may be erected past the front line of the main residential structure or beyond the minimum building line with the written approval of the Architectural Control Committee.

12. Maintenance of Sidewalks and Trees. Each Lot Owner shall be responsible for the maintenance and upkeep of sidewalks bordering his property, street trees, and grass between the sidewalk and the curb of the street. Replacement of street trees must come from the Company's approved list of trees.

#### ARTICLE IV

##### UTILITY AND DRAINAGE EASEMENTS

1. Reservation of Easement. The Company reserves unto itself, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, community antenna television, and telephone poles, wire, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over the rear five (5) feet of each Lot and the five (5) feet inside of each side Lot boundary line. In the event of the resubdivision or the altering of any Lot under Article III, paragraph 4, hereof, this easement shall apply to the Lot as altered or resubdivided.

unless the installation of drainage or utility facilities shall have been completed in accordance with the Lot as shown on the initial Recorded plat. Where a larger easement is shown on any Recorded plat or other Recorded document, the larger easement will apply instead of the easement herein reserved. This easement expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The rights herein reserved may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

2. Restoration. Following the installation of any utility apparatus or other improvement on any portion of a Lot pursuant to the provisions of this Article, the Company shall restore such portion of the Lot as nearly as is reasonably possible to its condition immediately prior to such installation.

#### ARTICLE V

#### LAND USE RESTRICTIONS

1. Animals. No poultry, swine, cows, goats, horses, mules or other farm animals or fowl or bait farms shall be maintained on any Lot. No more than two (2) cats, dogs or similar domestic pets may be kept on any Lot except with the written permission of the Architectural Control Committee. All pets kept within the property must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house, a dwelling, or other enclosed area approved by the Architectural Control Committee for the maintenance and confinement of animals.

2. Vegetable Gardens. No vegetable garden may be planted on a Lot except behind the line of the rear of the main dwelling structure as the same is extended to intersection with the side Lot lines, except, not beyond the minimum building line on corner lots.

3. Screened Areas for Unightly Items. No garbage receptacles, fuel tanks or similar storage receptacles, clotheslines, and other unsightly objects may be maintained except in screened areas which conceal them from view from the road and adjacent portions of the Property. Plans for such screened areas delineating the size, design, texture, appearance and location must be approved by the Architectural Control Committee prior to their construction. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

4. No Dumping or Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers screened from view as provided in Article V, paragraph 3, hereof. It shall be the responsibility of

each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Lot which shall tend to substantially decrease the beauty of the property as a whole or the specific area of his Lot.

5. Vehicles. No vehicle of any type (including but not limited to automobiles, motorcycles, boats, trailers, buses, motor homes and campers) other than conventional automobiles, jeeps and pickup trucks shall be parked or maintained on any portion of the Property or on the streets and roads running through the property except during the period of construction of a dwelling unit or units thereon; provided, however, that campers, buses, boats and boat trailers, motorcycles, camping trailers, or other types of trailers or trucks used for purely recreational purposes may be parked or maintained on a lot, but only if parked or maintained in a garage or in a screened area where they are not visible from streets or roads running through the property.

6. Hobbies. The pursuit of hobbies or other activities, including, without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any Lot.

7. Driveways and Walks. No breaks shall be made in any curb or gutter on or adjacent to the right-of-way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a lot, unless the apron of such driveway or walk shall be constructed of a permanent paving material such as concrete or asphalt, which is compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created.

8. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any portion of the property. There shall not be maintained any plants or animals, or any device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other portions of the property.

9. Signs and Mailboxes. No signs shall be erected or maintained on any portion of any Property by anyone including, but not limited to an Owner, a realtor, a contractor, or subcontractor, except with the written permission of the Company or except as may be required by legal proceedings. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Likewise, one sign of not more than five (5) square feet used by a contractor during the construction period of the main dwelling structure or accessory structures is permissible and only one usual "for sale" Realtor sign may be erected during the sales period without the permission of the Company.

Any property identification signs for each Lot may not be erected unless they have received the prior written approval of the Architectural Control Committee. The style and size of the mailbox will be specified by the Architectural Control Committee and will be uniform throughout the property.

10. No Interference with Streams. No property Owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek, stream, lake or pond without first obtaining the written consent of the Architectural Control Committee.

11. Antennas. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or on any lot except as follows:

A Lot Owner may make written application to the Company for permission to install a television antenna or satellite dish and such permission shall not be unreasonably withheld. Satellite dishes must be small and located behind the rear line of the home and inside the minimum building line and must be completely screened from view and such screening approved by the Architectural Control Committee.

12. Erosion Control. In order to implement effective and adequate erosion control and protect the purity and beauty of lakes, ponds and streams, the Company, its successors and assigns, and its agents shall have the right to enter upon any portion of the property for the purpose of performing any grading work or constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements have commenced on such property or the soil thereof has been graded. Provided, however, that prior to exercising its right to enter upon the Property for the purpose of performing any grading work or constructing or maintaining erosion prevention devices, the Company, its successors and assigns, shall give the Owner of that portion of the Property the opportunity to take any corrective action required by giving said Owner notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the Owner. If said Owner fails to take the specified correction action immediately, the Company shall then exercise its right to enter upon that portion of the Property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Company shall be kept as low as reasonably possible. The cost of such work, when performed by the Company, its successors or assigns, shall be paid by said Owner of that portion of the Property on which the work is performed. The provisions of this paragraph shall not be construed as an obligation on the part of the Company to perform grading work or to construct or maintain erosion prevention devices.

13. Pest and Woods Fire Control. In order to implement effective insect, reptile, wildlife and woods fire control, the Company and its agents have the right to enter upon any portion of the Property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented, for the purpose of mowing, removing, cleaning,

cutting or pruning underbrush or weeds or other growth which in the opinion of the Company detracts from overall beauty or safety. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the Property on which the work is performed. The Company and its agents may likewise enter upon such Property to remove any trash which has collected or to abate a threat to the watershed of the property from pollution. Such entry shall not be made until thirty (30) days after Owner of the Property has been notified in writing of the need of such work, and unless such Owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any property, to provide garbage or trash removal services, or to provide water pollution control on any privately owned Property.

14. Oil and Mining Operation. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

15. Sewage Disposal. No individual sewage-disposal system shall be permitted on any Lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the South Carolina Department of Health and Environmental Control. Approval of such systems as installed shall be obtained from such authority.

#### ARTICLE VI

#### ADDITIONAL COVENANTS

1. Terms of Declaration. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Company and persons claiming under them specifically including but not limited to, their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration after which time, all said covenants shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. There shall be no renewal or extension of the term of this Declaration if, prior to the expiration of the initial twenty (20) year period or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by a majority of the then Owners of the Property has been recorded, agreeing to terminate this Declaration upon the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.

2. Enforcement. In the event of a violation or breach of any of the restrictions contained herein by any Owner, or agent of such Owner, the Owners of the Property, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent their violation or breach in any event. In addition to the foregoing the Company shall have the right, whenever there shall have been built on any portion of the Property any structure in violation of these restrictions, to enter upon such Property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been removed by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. Addition of Other Land. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands subjected in the future to this Declaration or to limit the application of this Declaration to lands subjected to it in the future.

4. No Liability. The Company shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Control Committee whether given, granted or withheld.

5. Assignment of Company's Rights. The Company reserves the right to assign in whole or in part to a successor in title its rights reserved in these covenants which include, but are not limited to, its right to appoint members of the Architectural Control Committee, to establish rules and regulations, and all other rights reserved herein by the Company. The Company may also assign such rights to BERGEN PLACE WEST Community Association, Inc. Following the assignment of such rights, the assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Company to an assignee shall be made by written instrument which shall be recorded in the RMC office of Aiken County, South Carolina.

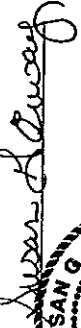
6. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

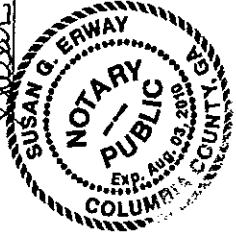
IN WITNESS WHEREOF, the Company has caused this instrument to be executed pursuant to a resolution duly and unanimously adopted by its Board of Directors.

Dated this the 30<sup>th</sup> day of October, 2006.

Signed, Sealed and Delivered

In the Presence of:





BEAZLEY DEVELOPMENT CO., INC.

BY: 

As Its President

Attest: 

As Its Secretary

EXHIBIT A

All that tract or parcel of land situate, lying and being in the City of North Augusta, Aiken County, South Carolina, containing a total of 39.0+ acres, and being more particularly described by reference to a certain plat of BERGEN PLACE WEST, prepared by Southern Partners, which is recorded in the RMC Office, Aiken County, South Carolina, in Plat Cabinet 52, Slide

118

2007005246  
RESTRICTIVE COVENANTS  
RECORDING FEES \$18.00  
PRESENTED & RECORDED:  
02-14-2007 10:45 AM  
JUDITH WARNER  
REGISTER OF DEEDS COVINGHAM  
COUNTY, SOUTH CAROLINA  
By: JULIE STUTTS DEPUTY  
BK:RB 4118  
PG:1444-1455