

STATE OF SOUTH CAROLINA

)  
)  
)  
)

PROTECTIVE COVENANTS OF  
BERGEN PLACE, SECTION IV

COUNTY OF AIKEN

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 15th day of July, 2003, by BERGEN PLACE DEVELOPMENT CORP., a corporation under the laws of the State of South Carolina, hereinafter referred to as "Owner";

WITNESSETH:

THAT whereas, the Owner is the owner of the following described property:

ALL those certain pieces, parcels or lots of land, together with all improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, and being shown and designated as BERGEN PLACE, SECTION IV, upon a plat prepared for Bergen Place Development Corp. by Robert L. Herrington, Jr., R.L.S., dated June 16, 2003, and recorded in Plat Book \_\_\_\_\_, at page \_\_\_\_\_, records of Aiken County, South Carolina; said plat is incorporated herein by reference thereto, and made a part and parcel hereof, and should be referred to for a more complete and accurate description as to the location, metes, bounds and courses of said parcel.

WHEREAS, the Owner desire to develop on said property a residential community to be known as BERGEN PLACE, Section IV, and hereinafter referred to as "BERGEN PLACE", and has deemed it desirable for the preservation of the value of said property to have an organization which shall be delegated and assigned, as hereinafter set forth, the power of maintaining and administering and enforcing the terms and conditions hereinafter set forth in this agreement, and also to perform any other functions that may be desirable to improve the enjoyment of living in BERGEN PLACE; and

WHEREAS, it is to the interest, benefit and advantage of the Owner and to each and every person who shall hereafter purchase a lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same, and certain easements, reservations, and servitudes be imposed upon said property, and the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by the Owner and each and every subsequent owner of any of the lots of said subdivision, the Owner does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them hereafter:

ARTICLE I

RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

1. Size of Structures.

All of the above described lots shall be used for residential purposes only for the erection of one detached single-family dwelling, not exceeding two stories in height. In determining whether a house exceeds two stories in height, a basement or an attic will not be counted as a story. In approving any two-story, one and one-half story, or split-level structure, the Architectural Control Committee, as hereafter described, shall require that the top stories of such structure be constructed in accordance with normal design practices and the top floor area not be proportionally smaller than is customary in residences of its type. The Architectural Control Committee, recognizing that the quantity of square footage does not alone necessarily determine design and construction quality in monetary value of a residential structure, shall not be bound by a minimum square footage requirement for a residence; however, it is expected that all houses contain a minimum of 2,200 square feet of heated space. It is the intention, rather, of the parties hereto that the sole criteria governing the nature of such improvements to be constructed in BERGEN PLACE shall be those of good taste, high quality, both as to workmanship and materials, and harmony and suitability of such improvements to their environment and surrounding.

2. Sleeping Quarters in Attic, Garage or Outbuilding Prohibited.

No attic, shack, garage, barn or detached outbuilding shall be used for sleeping quarters except the 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.

3. Altering Lot Boundaries.

No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to The City of North Augusta, except with the written consent of the Owner. However, the Owner hereby expressly reserves unto himself, his heirs and assigns, as the case may be, the right to re-plat and change the boundary lines or subdivide any lot or lots owned by him in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site including but not limited to, the relocation of easements, walkways, rights of way, private roads, and other amenities to conform to the new boundaries of said re-platted lots; provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten percent (10%) smaller than the smallest lot shown on the first recorded plat showing the lot to be 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.

The Architectural Control Committee as hereafter described, in its approval of the location of structures to be erected on lot in BERGEN PLACE, shall not be required to adhere to a standard minimum building line. Rather, it is the intention of the parties hereto that the Architectural Control Committee allow the construction of said structures in such a location on each lot as will more fully enhance the natural harmony and aesthetic appeal of BERGEN PLACE. However, no building of any kind or character shall be erected on a lot within ten (10) feet of any side property line of a lot. Swimming pools, other recreational amenities, and auxiliary buildings not to be used as sleeping quarters may be constructed within ten (10) feet of a rear lot line. If any lot is re-subdivided or enlarged pursuant to the provisions of Paragraph 5 of Article I hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the lot as altered or re-subdivided. 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 construction of the main dwelling on the lot. The provisions of this Declaration shall not prohibit the Owner from using a house or other dwelling unit constructed on lots as models.

6. Zoning Restrictions.

Zoning ordinances, restrictions and regulations of the City of North Augusta and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of these Declarations and such ordinances, restrictions or regulations, the more restrictive provision shall apply.

ARTICLE II  
ARCHITECTURAL CONTROL COMMITTEE

1. Submission of Plans, etc.

An Architectural Control Committee, hereinafter called the "ACC", has been duly set up and appointed by the Development Company, to exercise such jurisdiction and functions with respect to all lots in BERGEN PLACE or as may be delegated to it under the charter and by-laws of the Association and such as may now or hereafter by amendment be additionally bestowed upon it by terms of this agreement. Plans and specifications for all proposed improvements and landscaping upon the lots must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part, or require the modification of the same as it may, in its discretion, deem proper. No construction, landscaping, or improvements of any kind may be undertaken without its prior written approval. The ACC shall have the right to refuse to approve any individual contractor, building plans, specifications, site plans, or grading plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. In so passing upon individual contractor, building plans, specifications, site plans or grading plans, the ACC shall take into consideration the suitability of the proposed building, the materials of which it is to be built, the location on the lot of the proposed building and any other improvements, the **harmony of the building in its location with its surroundings, the effect of the building as planned on the outlook from adjacent or neighboring portions of the subject property, and typical quality of workmanship and reputation of an individual contractor.** All fences, walls, barbecue pits, detached garages, and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main building. Building plans and specifications submitted to the ACC shall consist of not less the following: Foundation plans, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications and site plans showing locations and orientations of buildings on the lot, with all setbacks indicated, in such detail as may be required by the ACC in its sole discretion. Plans and specifications shall

show driveways, service courts or areas, parking or 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 duly licensed building contractor.

2. Preservation of Trees and Vegetation.

Since living trees, shrubs and other vegetation contribute to the aesthetic value of the lots in BERGEN PLACE, no tree more than eight (8) inches in diameter at its base may be removed from a lot at any time without the prior written approval of the ACC. Approval for the removal of trees, shrubs and vegetation located within ten (10) feet of a main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless removal will substantially decrease the beauty of the property. In order to obtain approval for the clearing of a building site, the owner must stake on the lot the proposed location of the planned improvements for inspection by the ACC.

3. Garages.

A garage may open to the front of the residence; however, it is recommended that a garage open to the side when feasible. All garages shall have operational doors which shall be kept closed at all times except during actual use of the garage. When garages are constructed which open to the front, it is recommended that an automatic garage door opener be installed and that the garage doors be kept down whenever possible. No detached or open air carports are allowed, and the building of any detached or open air carport is hereby expressly forbidden. However this does not prevent the construction of a detached enclosed garage which meets the above requirements and has been approved by the Architectural Control Committee.

4. Completion of Construction Within One Year.

The exterior of all buildings or other structures must be completed within one (1) year after the construction of the same shall have been 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 calamity.

5. Fences and Hedges.

No fence, hedge, wall, shrub, bush, tree or other similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any lot or area if the location of such structure obstructs the vision of the motorists on any adjacent street or lane and creates a traffic hazards. No fence, wall, hedge, or similar structure on any lot shall be constructed or maintained which is either more than seven (7) feet in height or higher than that allowed by ordinance currently enforced by the City of North Augusta, whichever is less, or which is nearer the street boundary line of the lot than the front line of the main residential building as extended to the side lot lines. Nevertheless, low decorative walls or hedges may be erected beyond the front line of the main residential structure with the written approval of the ACC. The use of a fence made of chain link is discouraged; however, if approved, the fence must be screened with suitable planting.

6. Membership in the Architectural Control Committee.

Membership in the ACC shall be solely by appointment of the Development Company until all of the lots which are now or may hereafter be made subject to these Declarations shall have been improved by the Construction of a residential building unless said Development Company shall in its sole discretion earlier assign their rights of appointment to the Association. Thereafter, right of membership appointment shall be assigned by the Development Company to the Association.

ARTICLE III  
LAND USE RESTRICTIONS

1. Animals.

No poultry, swine, cows, goats, horses, mules or other farm animals, snakes or other reptiles or birds or fowls of any description 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 ACC.

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 a point of intersection with the side lot lines.

3. Screened Areas for Unsightly Items.

No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects may be maintained, except in screened areas which conceal them from view from streets and adjacent portions of the subject land. Plans for such screened areas delineating the design, size, appearance and location must be approved by the ACC prior to their construction. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located completely underground. Garbage receptacles placed along right-of-ways for pick-up by city sanitation department or refuse removal company shall be promptly removed from right-of-way after collection and returned screened area concealed from view of streets.

4. No Dumping or Rubbish.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall be kept in sanitary containers screened from view, as provided in Paragraph 3 of this Article III. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on his lot which tend substantially to detract form the beauty of the subject land as a whole or his lot in particular. No outside burning of trash, garbage or other refuse shall be permitted on any lot.

5. Trucks, Trailers, Mobile Homes.

No parking of trucks, trailers, any commercial vehicles, or mobile homes shall be permitted on the streets, lots or other portions of BERGEN PLACE except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the subject property. Campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel trucks, or unsightly pickup trucks, boats and boat trailers not over twenty-five (25) feet in length may be kept on a lot if parked in a closed garage at all times. Special exception to this restriction may be granted an owner provided prior written permission from the ACC and all the owners of contiguous lots is obtained, and such campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or pickup trucks, boats and boat trailers are parked in the rear yard so that they are not visible from any street or adjacent lot.

6. Hobbies.

The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of vehicles and other mechanical devices, which might lead to disordered, unsightly or unkept conditions, shall not be pursued or undertaken on any lot. No permanent type of sports equipment such as basketball hoops, trampolines, etc., shall be located on any lot where such equipment would be visible from any street without the prior written approval of the ACC.

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 asphalt or exposed aggregate which is structurally and aesthetically 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 BERGEN PLACE residents. There shall not be maintained on any lot any plants or animals, or 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 BERGEN PLACE.

9. Signs and Mailboxes.

Except as otherwise provided in these Declarations, no sign shall be erected or maintained on any portion of BERGEN PLACE by anyone including, but not limited to, an owner, or realtor, a contractor or subcontractor, except with the written permission of the Association or except as may be required by legal proceedings. If such permission is granted, the Association reserves the right to restrict design, color and content of such a sign. One sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structure is permissible and only one (1) usual "For Sale" realtor sign may be erected during the sales period without the permission of the Association. The mailbox and its stand as well as any



property identification signs for each lot may not be erected unless they have received the prior written approval of the ACC. A uniform mailbox shall be used for all lots in BERGEN PLACE. The ACC shall establish the design and specifications of such mailbox, subject to the right of the ACC to modify such design and specifications in its sole discretion at any time and from time to time because of the influence or effect of topography, availability or quality of building materials, lot or overall development aesthetics, safety and other such considerations. Lot owners shall be responsible for the cost of said mailboxes.

10. No Interference with Streams.

No owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek, stream, lake or pond in the subject property without first obtaining the written consent of the ACC.

11. Use of Ponds and Streams.

No owner, whether or not his property is bounded by the waters of a lake, pond, stream or creek, shall by virtue of his ownership of any lot, acquire any right, title or interest in or to the lakes, ponds, streams or creek within BERGEN PLACE or the beds, waters or surfaces thereof.

12. Maintenance of Yards, Grounds, Shrubbery, etc.

Each owner shall maintain the yards, grounds, shrubbery, etc., appurtenant to the residence in such a manner as to enhance the overall appearance of the development. Should any owner fail to maintain such in a proper manner after due notice from the Association the Board of Directors of the Association may have such maintenance performed and levy a special assessment against subject property for the cost incurred.

ARTICLE IV  
RESERVATIONS OF EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Owner over the rear ten (10) feet of each lot and over five (5) feet from each side lot line, and overall areas designated as easements upon the aforesaid plat, and upon the easement plat of BERGEN PLACE recorded therewith; provided, that in the event of re-subdivision of any of the said lots under the provisions of Paragraph 3 of Article I hereof, such side easements shall apply to the side lot lines of the lots as re-

subdivided in lieu of the side lot line of the lots as shown on the original plat referred to above, unless the installation of utilities and drainage facilities shall have been substantially completed, in which event the easement originally reserved shall apply. Where an easement with larger dimensions is shown on said plats, the larger easement shall apply instead of the easement herein reserved.

ARTICLE V  
MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS OF ITS MEMBERS

1. Membership.

All owners of a single-family residential building lot or lots in BERGEN PLACE shall thereby become members of the Association for so long as such ownership continues. Provided, however, that no person or corporation in taking title as security for the payment of money or for the performance of any obligations shall thereby so become entitled to membership. Ownership of property as qualification for membership is defined herein as follows: Ownership of any such lot under recorded deed, whether the owner is occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the lot in question. Ownership within the meaning and intention hereof shall cease upon the sale of any such lot of another by the owner thereof. Sale of any such lot within the meaning hereof shall mean and shall be effective upon the recording of any deed conveying such lot to another, or the termination of occupancy of the property by the owner thereof accompanied by the giving of such owner to another of a bond for title or contract of sale with respect to such lot.

The Owner shall be a member of the Association so long as he is an owner of one or more residential lots as shown on the aforesaid plat, or of any additional lots made subject to these Declarations under Article IX hereof.

Members of the Association shall consist of two classes. Class A members and Class B members, who respectively shall have the rights, voting privileges and duties as set forth in the corporate charter or bylaws of the Association and as hereinafter set forth, to-wit:

- (a) Class A members for the owners of the Lots in BERGEN PLACE, SECTION IV, shall initially consist of the Owner, who shall be entitled to voting privileges, in the amount of one (1) vote for each residential lot owned by it in BERGEN PLACE, or in additional real

estate made subject to these Declarations pursuant to Article IX hereof.

- (b) Class B members shall consist of all other owners of residential lots in BERGEN PLACE, SECTION IV, other than the Owner. Class B members shall not have voting privileges until the Owner shall have conveyed eighty percent (80%) of the residential lots as shown on the aforementioned plat, at which time Class B members shall automatically become Class A members. In the event that a Class B member shall own more than one contiguous lot upon which only one residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote and shall likewise only be subject to the imposition of dues and assessments calculated for a single lot pursuant to Article VI of these Declarations, provided said residence is partially physically located on each such contiguous lot. A corporation owning one or more lots in BERGEN PLACE shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association.

2. Duties of the Association.

It shall be the duty of the Association to impose and collect such dues, assessments, and other charges as it may deem necessary in accordance with Article IV hereof, and to landscape and maintain the beautification of all entrances to and medians and street islands of BERGEN PLACE as well as the green areas and creeks shown on the plat thereof. In addition, the Association shall also repair and maintain all entrance walls and all streets and storm drain systems of said Subdivision located in the easement areas and rights of way therefore, as well as the entrance apron to BERGEN PLACE as it may exist within the right of way of Bergen Road (Frontage Road). The Association shall also maintain any clubhouse, tennis courts, swimming pool and grounds associated with any amenity in BERGEN PLACE. The Association shall also maintain whatever security is required by the Association. The Association may, in its discretion, have the additional duty of requiring all lot owners to maintain their property in accordance with the standards set forth herein.

ARTICLE VI  
COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

1. Imposition of Assessment.

Each member of the Association, as defined in Article V of these Declarations, obligates himself, herself, or itself, and by the ownership of a residential lot in BERGEN PLACE shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any dues or charges established hereby or by its Board of Directors from time to time hereinafter provided. In no event shall ownership by the Owner of any residential lot in BERGEN PLACE including any additional area or areas added in the future, pursuant to Article IX herein, be construed as imposing upon the Owner the duty or obligation of paying any dues, assessments, or other charges in the Association for such lots or areas.

Each residential building lot on the aforementioned plat of BERGEN PLACE shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due.

2. Amount of the Assessment.

Such annual or special assessment or charge shall be in an amount to be fixed from year to year by the Board of Directors of the Association; provided, however, that the amount of each annual or special assessment shall be in equal amounts with respect to each lot subject to such charge or assessment under the terms of these Declarations. Such annual assessment is presently fixed by said Board of Directors at \$250.00 per lot, subject to changes by majority vote at the annual meeting of the Association. Also, special assessments may be imposed by majority vote at an annual meeting or special meeting of the Association called in accordance with its bylaws.

Each such annual assessment shall be due and payable in advance on January first of each year, beginning with the year 2003. The \$250.00 annual assessment shall be prorated for the calendar year at the closing of any lot or property. **HOWEVER, THE ASSOCIATION, AT ITS SOLE DISCRETION, MAY WAIVE, MODIFY OR ADJUST SUCH ASSESSMENTS FOR CONTRACTORS WHO ARE CONSTRUCTING HOMES ON INDIVIDUAL LOTS FOR RESALE AND IMPOSE THE FULL ASSESSMENT AT SUCH TIME AS THE PROPERTY IS CONVEYED TO A SUBSEQUENT OWNER PRORATED FROM THE DATE OF SUCH CLOSING.** Special assessments imposed in accordance with these

Declarations and the bylaws of the Association shall be due and payable at such time as the Association designates.

3. Use of the Assessment.

The amount so paid to the Association shall be administered by the Association and may be used for the payment of expenses incurred for the following purposes.

- (1) maintenance and cleaning of streets and islands;
- (2) maintenance of entrance sites, entrance ways, medians, green areas, security gate, security building and security personnel of BERGEN PLACE, including the entrance apron located within the right of way of Bergen Road (Frontage Road).
- (3) maintenance of any clubhouse facility, tennis courts, swimming pool and grounds associated with the club facility.
- (4) maintenance of the storm water drainage system of BERGEN PLACE.
- (5) for such purposes as set forth in the corporate charter or bylaws of the Association as they now exist or as the same may be hereafter amended;
- (6) for such other lawful purposes as the Board of Directors of the Association shall determine.

4. Dedication of Streets, etc.

The Owner shall convey title to the street, medians, street islands, green areas, and storm drainage system of BERGEN PLACE to The City of North Augusta or other such body politic, as appropriate, at such time as it, in its sole discretion, deems proper.

ARTICLE VII

REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS

In the event of a violation of breach of any of the declarations and restrictions contained herein by any owner, or agent of such owner, the owners of the lots in BERGEN PLACE or the Association or any of them jointly or severally shall have the right to proceed at law or equity to compel the compliance to the terms hereof or to prevent the violation or breach of the covenants herein contained or recover damages for such violation. In

addition to the foregoing, the Development Company, Owner or the Association have the right, whenever there shall have been built on any lot in the Subdivision any structure or other condition created which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after 30 days written notice of such violation, it shall not have been corrected by the lot 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, however long continued, shall not 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. Provided, however, that a violation of any such covenant or restriction shall not constitute a forfeiture or reversion of title hereunder.

ARTICLE VIII  
COMMON EASEMENTS

Each and every owner of a lot or lots in BERGEN PLACE is hereby granted a non-exclusive easement for the use of the streets and ways in BERGEN PLACE for purposes of ingress and egress, as the same are shown on the aforementioned plat of said subdivision.

ARTICLE IX  
ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS

1. Subject to any limitation contained in the corporate charter of the Association, additional contiguous real estate which the Development Company may decide to add to the scheme of the development herein set forth, may be subjected to and placed within the jurisdiction of the Association upon the written designation of the Development Company, at the sole option of the Development Company, extending the terms of these Declarations to such other property, and the same shall be effective upon the filing for same for record in the Office of the Registrar of Mesne Conveyance, County of Aiken, State of South Carolina. Such supplementary declarations or agreements may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Development Company to reflect the different character, if any, of said additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property described on the aforementioned plat of BERGEN PLACE. Owner shall not be bound to develop any contiguous property according to any preliminary proposals or plans of development which currently exist.

2. Right to Extend Streets, etc.

The Owner reserve for itself, its successors and assigns, as the case may be, the right to extend the streets, utilities, storm drainage systems, and water and sanitary sewer systems to such additional real estate as may be added to the scheme of the development as herein set forth, and further reserve the right to cause water, whether surface or otherwise, and whether concentrated and collected or not, to flow into the creeks as shown on the aforementioned plat from said additional real estate.

3. Incorporation of Section IV with prior Sections and Phases of Bergen Place.

It is the intention of this declaration to incorporate Section IV of Bergen Place with all previous sections and phases of Bergen Place as a unified subdivision/planned unit development, with a common property owners association, known as Bergen Place.

ARTICLE X  
SEVERABILITY CLAUSE

The invalidation of any one or more paragraphs or portions of these Declarations and agreements by judgment or decree of court of competent jurisdiction shall in no way effect any of the other provisions, which shall remain in force and effect.

ARTICLE XI  
EFFECTIVE PERIOD

These Declarations and agreements shall be effective immediately upon the filing of the same for record in the Office of the Registrar of Mesne Conveyance, Aiken County, South Carolina; shall thereupon run with the land and be binding upon all persons or parties and their successors or assigns claiming title under or through the Owner, until 2010 and shall be continued automatically and without further notice from that time for a period of ten (10) years thereafter for successive periods of ten (10) years each without limitation, unless within six (6) months prior to the expiration of any such successive period of ten (10) years thereafter, a written agreement executed by the then record owners of not less than 50% of the lots then subject to these Declarations shall be placed on record in the Office of the Registrar of Mesne Conveyance, County of Aiken, State of South Carolina, in which agreement of any of the aforementioned covenants, restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extend therein provided.

In the event any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished, in the manner herein provided assigns, or heirs and assigns, as the case may be, shall have, and are hereby granted, the exclusive right, exercisable at any time and from time to time, to amend or to grant exceptions to these Declarations and to waive, repeal or vary these Declarations in any one or more respects whenever in the sole and controlled opinion of the Development Company, such waiver, repeal or variance shall not be materially detrimental to the general nature in development of BERGEN PLACE as a residential area.

IN WITNESS WHEREOF, the Development Company and Owner and the Association have respectively caused these presents to be executed by their duly authorized corporate officers and their corporate seals affixed, or hereunder set their hands and seals, as the case may be, the day and year first above written as the date of these presents.

Signed, Sealed and Delivered )  
in the Presence of )

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BERGEN PLACE PROPERTY OWNERS  
ASSOCIATION, INC.

By: Jerry Powell

Its: President

By: \_\_\_\_\_

Its: Secretary

BERGEN PLACE DEVELOPMENT CORP.

By: E. G. Meybohm

E. G. Meybohm  
Its: Vice-President

By: \_\_\_\_\_

Mike Polatty  
Its: Secretary