

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW) RESTRICTIVE COVENANTS
FOR
SOUTHERN OAKS SUBDIVISION

WHEREAS, Bock Construction Inc., is the owner of the property hereinafter described and known as Southern Oaks Subdivision; and,

WHEREAS, the same has been divided into parcels or lots for sale for residential purposes; and,

WHEREAS, Bock Construction Inc., desires to establish minimum restrictions for the use of said property.

NOW, THEREFORE, Bock Construction Inc., does hereby covenant and agree with John Doe, representing all persons who may hereafter purchase any of the lots hereinafter designated and their respective heirs and assigns to sell, convey, transfer and reconvey said lots subject to the following restrictions:

1. The area to be covered by these restrictions is described as follows:

All that piece, parcel or tract of land, containing 57.0 acres, more or less, situate lying and being in the City of Camden, County of Kershaw, State of South Carolina and being bound as follows: NORTH and EAST by property now or formerly of Joseph B. Canteley, III; SOUTH by the right-of-way of Black River Road (S-28-12); and WEST by property now or formerly of Pine Ridge Developers, Inc.

The foregoing property is the same as that conveyed to Randy G.R. Bock by deed of Mary C. Mercurio, dated June 14, 2002 and recorded in the Office of the Clerk of Court for Kershaw County in Book 1175 at page 239. Randy G.R. Bock subsequently conveyed the foregoing premises to Bock Construction, Inc., by deed recorded in the aforesaid Clerk's office in Deed Book 1243, page 191 on October 4, 2002.

FILED FOR RECORD 11/04/2002
AT 10:56:00AM BOOK 01243 PAGE 00191
Billie O. McLeod, Register of Deeds
Kershaw County Courthouse 000011512

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2. Bock Construction Inc. reserves the right to modify amend,

revise and make additions to the above referenced plat at any time including, without limitation, the right to change the location and dimensions of the lots, roads, utilities systems, drainage systems, utility easements, drainage easements, access easements and building setback line restrictions.

3. Phase I of Southern Oaks Subdivision is shown a plat prepared by J. Henry Walker, III, PLS dated June 28, 2002 and revised October 22, 2002 and recorded in the Office of the Register of Deeds for Kershaw County in Book B70 Page 4A. Bock Construction Inc. will cause additional plats of at least two additional phases of this subdivision to be prepared and recorded. Bock Construction Inc. reserves on behalf of itself, its successors and or assigns easements for utility installation, rights-of-way, construction and maintenance as well as drainage easements over and across the front, sides and rear of all lots in the subdivision. Easements are specifically reserved across the front and rear ten (10) feet and the side five (5) feet of each lot shown in Phase I; additionally, Lot 1 is subject to a thirty-five (35) foot wide water line easement along its eastern property line. Reference is craved to the above referenced plats of phases of the subdivision for the exact location, nature and dimension of said easements. No temporary or permanent structures may be installed, erected or placed within any of said utility or drainage easements.

4. All lots shall be known and described as residential lots and shall be used for residential purposes, except that this shall not preclude the utilization of any lot or portion thereof for public utility purposes, streets, playgrounds, parks or common areas.

5. No structure shall be erected, altered or placed on any lot except single family dwellings not exceeding (2) two stories in height and private garages or other out buildings incidental to the use of the main dwelling.

6. No lots shall be re-subdivided for the purpose of constructing additional dwellings; however, this restriction shall not prelude the exchange of certain portions of one lot to another or conveyance of a portion of one lot to an adjoining lot, but said portion shall be used only in conjunction with either the grantor's lot or the grantee's lot.

7. No dwelling shall be erected nearer than thirty-five (35) feet to the front lot line, nor nearer than ten (10) feet to any side lot line.

8. No trailer, mobile home, basement, tent, garage, barn, cottage, or any out-building, shall be used as a residence either temporarily or permanently. No mobile home shall be permitted on any lot at any time, nor shall any house trailer other than those normally used for outdoor camping be stored on any lot at anytime. No school buses, commercial trucks or equipment of a commercial nature may be parked or stored overnight within the subdivision at anytime. All boats, trailers, campers, recreational vehicles must be stored in a garage or storage building.

9. The operation of mini bikes, scooters or other unlicensed motorized recreational vehicle is prohibited on the streets of the subdivision.

10. Clotheslines are prohibited in the subdivision.

11. Yard sales or other such similar sales events are prohibited in the subdivision.
12. Bock Construction Inc, or its successor reserves the right to approve the size and placement of all television or radio antennas and satellite dishes.
13. All swimming pools, tennis courts or other recreational structures or uses shall be shielded from view of all streets and neighboring lots. Chain link fences are prohibited. The design and placement of all privacy fences is subject to approval by Bock Construction, Inc. or its successors.
14. No dwelling shall be permitted on said Lots containing less than twelve hundred fifty (1,250) square feet of heated area on the main floor of a one (1) story dwelling, nor shall one be erected on said lots which contains less than one thousand (1,000) square feet on the main floor of a dwelling containing more than one story and in such event the second story shall contain at least two hundred fifty (250) square feet of heated living area.
15. No animals shall be kept or permitted on any lots except domestic pets such as cats and dogs, which are specifically permitted for owners' use only and not commercially.
16. No business, trade or commercial activity of any kind shall be carried on upon any lot, nor shall any noxious or offensive activity be permitted on any lot, nor shall anything be done which may become or may be an annoyance or a nuisance to the neighborhood.
17. No construction on any lot shall take place until Bock Construction, Inc. or its successors, shall approve the plans and the general contractor. Bock Construction, Inc. or its successors shall act

as the architectural control committee.

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18. In the event Bock Construction, Inc. or its successors, fails to approve proposed plans and specifications or any improvements within ninety (90) days after the same have been submitted to it, or in any event, if no suit or written notice to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required or the related covenant shall be deemed to have been fully complied with.

19. After more than 35% of the lots which contain occupied residences have been sold, Bock Construction, Inc. or its successors, shall have the authority to call a meeting of resident lot owners for the purpose of creating a homeowner's association. The Southern Oaks Homeowner's Association will have the authority to act as the architectural control committee to grant all approvals called for herein and to assess pro-rata based on a per lot unit, each resident lot owner (or owners) for the cost associated with the maintenance of the subdivision entrance, common areas, berm and retention ponds or other areas which exist for the benefit of the subdivision. The Southern Oaks Homeowners Association shall also hold title to and be responsible for repairs or maintenance to any retention ponds.

20. Bock Construction, Inc. and its successors reserves the right to subject the real property in the subdivision to a contract with the City of Camden for installation of street lighting which may require a monthly payment to the City of Camden by each resident lot owner.

21. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of recording this instrument after which

time said covenant shall automatically be extended for successive ten (10) year periods unless a recorded instrument signed by three-fourths (3/4) of the owners in number of lots shall agree to change the same in whole or in part, in which event, such change shall be by an instrument properly executed and duly recorded in the Office of the Clerk of Court for Kershaw County. Notwithstanding the foregoing, paragraph 20 and so much of paragraph three (3) that prohibits the placement of any structure within a utility easement may not be changed without the consent of the City of Camden.

22. Enforcement of these covenants shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenants either to restrain the violation or to recover damages incurred by the violation or attempted violation. Any owner in said area covered by said restrictions or the developer, may bring such action for enforcement of these covenants. Invalidation of any one or more of these covenants by judgement or order of court shall in no wise affect any of the other provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, Bock Construction Inc., has caused this instrument to be executed by its duly authorized president, Randall G.R. Bock, who has also affixed the seal of the Corporation hereto this 31 day of October, 2002.

BOCK CONSTRUCTION, INC.

Angela K. Smother
[Signature]

BY: [Signature]
Randall G.R. Bock


ITS: President

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW)

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ACKNOWLEDGMENT

I, Charles V.B. Cushman, III, a Notary Public for the State of South Carolina, do hereby certify that RANDALL G.R. BOCK, PRESIDENT OF BOCK CONSTRUCTION, INC. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 31st day of October, 2002.



Notary Public for South Carolina (SEAL)
My commission expires: 10/31/02