

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WOODBRANCH
SECTION I SUBDIVISION

ARTICLE I

1. All lots and property (hereinafter "lot" or "lots" in The Woodbranch Subdivision Section I shall be used exclusively for residential purposes. No structures or buildings shall be erected, altered, or placed or permitted to remain on any lots other than one single family dwelling and private garage and other than what is approved by The Woodbranch Architectural Control Committee (Note: see Section 14).
 - a. No animals other than household pets can be kept on any lot without the approval of the Woodbranch Architectural Control Committee (breed and number of animals must be given to the Architectural Control Committee). The Architectural Control Committee also reserves the right to restrict the number of household pets. Any outside structure or building for the housing of pets must also be approved by the Woodbranch Architectural Control Committee.

Unless parked within an enclosed garage, no trailer, camper, camper truck, boat or truck in access of ¾ ton or temporary structure shall be occupied or stored within the Subdivision, except during the time of active construction and only then with the written permission from the Woodbranch Architectural Control Committee.

2. Any dwelling erected, placed or altered on any lot in the Subdivision must be approved in writing by the Woodbranch Architectural Control Committee prior to starting of construction. Such approval will be made upon submission of satisfactory plans, specifications, and a grid map showing location of structure on the lot. Any structure must conform with the following minimum standards:
 - a. Any residence erected on any lot in the Woodbranch Subdivision Section I shall have a construction cost of not less than \$55,000 (\$60,000 if located on the golf course), and to be approved by the Woodbranch Architectural Control Committee, and to be adjusted yearly based on the January, 1978 listing of any changes in the wholesale pricing index published monthly by the Department of Labor.
 - b. Fences, walls, outbuildings, storage sheds, shall require the approval of the Architectural Control Committee and must conform with all setbacks and local zoning codes established by plats and appropriate governmental agencies.
 - c. All structures shall be completed on the exterior within nine (9) months from the start of construction, including two (2) coats of paint or varnish on any exterior wood surfaces, and exterior walls must be finished with siding materials as approved by the Woodbranch Architectural Control Committee. All landscaping property must be completed and driveways must be paved with either asphalt or concrete within nine (9) months from the date building is started. Any alterations, additions or changes in exterior walls including paint or varnish to homes after the original construction must be approved by the Woodbranch Architectural Control Committee.
 - d. Prior to starting of construction, a lot grading plan showing proposed finish grade and floor elevations and building plans shall be submitted to the ARCHITECTURAL CONTROL COMMITTEE for approval. All landscaping plans must be submitted to the ARCHITECTURAL CONTROL COMMITTEE prior to commencement of home construction.
 - e. All lots must be free of debris and miscellaneous construction equipment prior to the structure being considered complete and ready for occupancy. All lots must be kept free of debris during construction.
 - f. After development is complete, no stream or lake may be dammed or altered.

g. Mail boxes: The approved mail box for The Woodbranch Subdivision Section I is available from the ARCHITECTURAL CONTROL COMMITTEE. No other mail box is permitted.

h. No exterior clothes lines will be permitted to be installed, erected or placed on any lot.

Signage: The ARCHITECTURAL CONTROL COMMITTEE has adopted a standard signage for the use of Realtors, builders, architects and individuals. Any home to be constructed or resold must conform to the stated signage of the subdivision. Any property owner wishing identification of his property other than which appears on the mailbox must submit such identification to the ARCHITECTURAL CONTROL COMMITTEE

Landscaping: The ARCHITECTURAL CONTROL COMMITTEE had adopted standards for landscaping and maintenance of lawn. Any home to be constructed or resold must conform to the stated minimums of the subdivision.

3. In the event the property owners' contractor/builder has damaged any dedicated easement property or utility lines, the lot owner shall be held liable for the cost of repair. If Richland County or the City of Columbia looks to Woodbranch for any damages caused by a contractor/builder, the lot owner shall be caused to indemnify Woodbranch.
4. No builder, contractor or lot owner may cause the removal of any trees or the dumping, burying, spreading or disposal of any earth or debris of any nature on the property of any other owner within the Subdivision.
5. Any tank for the storage of fuel placed or maintained on any lot outside of any building in the Subdivision shall be located below the surface of the ground: or, if placed above the ground, such tank must be screened by shrubbery, fencing or such screening to be subject to the approval of the Woodbranch ARCHITECTURAL CONTROL COMMITTEE. No refuse pile or other unsightly or objectionable material things shall be allowed or maintained on any lot in the subdivision.
6. Owners of any unoccupied lots shall at all times keep and maintain their property in the Subdivision in an orderly manner causing weeds and other growth to be seasonably cut and prevent accumulation of rubbish and debris on the premises.
 - a. No trees larger than three (3) inches in diameter may be cut without written permission from The Woodbranch Architectural Control Committee. Further, trees less than three (3) inches in size, if determined by Woodbranch Architectural Control Committee to be too thick for the good health of other trees, or considered unsightly or detrimental to the view, will be removed at the cost of the lot owner.
7. No business, trade, office, of kennel of any kind or nature whatsoever shall in no way be conducted or carried on upon any lot or lots.
8. Invalidation of any one of these covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.
9. Any approval given by The Woodbranch Architectural Control Committee does not relieve the owner of the responsibility of obtaining any required approvals or permits from any governmental regulating authority. In the event the standards of restrictions established by any governmental authorities shall exceed these herein, then the standards of the appropriate governmental authority shall prevail.
10. The above covenants, reservations and restrictions shall be incorporated verbatim in every deed hereafter issued conveying any lot or any part thereof.
11. No lot can be split into smaller units unless approved by The Woodbranch Architectural Control Committee.
12. Underground lines are required for telephone and electric service.
13. For the express purpose of bringing public service to the lots being serviced, Developer reserves the right to obtain from lot owners permanent and temporary easement for construction or

otherwise for water, storm drainage, sanitary sewer, underground electric and telephone, at no cost to the Developer. These easements may run to the appropriate utility company.

14. The Architectural Control Committee shall initially be established by the Developer and shall consist of three (3) members to be selected by the Developer for a period of one (1) year from the first sale of a lot within The Woodbranch Section 1 Subdivision; therein after, such three (3) members shall be selected (i) two (2) by a majority of the then lot owners excluding the Developer, who shall have no vote, and (ii) one (1) by the Developer until ten (10) years from the date of the first sales of lots in Woodbranch Section 1 Subdivision. After that period of time the Woodbranch Architectural Control Committee shall revert to a majority of the lot owners in Woodbranch Section 1 subdivision excluding the vote of the Developer if it should be a lot owner.

ARTICLE II

1. Each Grantee of said Woodbranch Limited, by acceptance of a deed of conveyance, accepts the same subject to all the restrictions, conditions, covenants, reservations, created or reserved herein, and all easements rights benefit and privileges of every character hereby granted, created, or reserved, and all impositions and obligations hereby imposed, shall run with the land, until January 1, 2020 and shall and until January 1, 2020, bind and owner of any interest therein, and insure to the benefit of such owner, in a like manner, whether or not the provisions of the Deed were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant of provision herein contained shall give the said Woodland limited, or its successors, grantees or assigns, the right to enjoin, abate or remedy, by appropriate legal proceedings, either in law or in equity, the continuance of any breach.
2. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of how many violation or breaches may occur.
3. The invalidity of one of these restrictions in whole or in part, by judgment, court order, or in any other manner, shall not impair or affect in any manner, the validity, enforceability or affect the rest of the restrictions contained herein.
4. None of the restrictions, conditions, or covenants, set forth herein shall be changed, modified, altered, or rescinded, in whole or in part, without the written consent of any such change, modification, alteration, or recession of all of the owners of the lots and property described herein, known as Woodbranch Section 1, Subdivision.