

5. Additional real property, including existing subdivisions, may become subject to these Restrictive and Protective Covenants without the approval of any purchaser or transferee of the developers or the owner of any lot in Map 1, Section 2 or Map 3, Section 2 of Sugar Creek by the filing of record by the developers of Supplementary Restrictive and Protective Covenants with respect to the additional property, which shall automatically extend the scheme of these Restrictive and Protective Covenants to such property. Such Supplementary Restrictive and Protective Covenants may contain such additions and modifications of these Restrictive and Protective Covenants as may be necessary to reflect the different character of added properties, but in no event shall such Supplementary Restrictive and Protective Covenants revoke, modify or add to the covenants established by these Restrictive and Protective Covenants in regard to any lot in Map 1, Section 2 or Map 3, Section 2 of Sugar Creek.

If the undersigned, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one or more of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said developers have hereunto set their hands and seals this 28th day of March, 1980.

WITNESS:

Frank J. Dana, III
Mayer R. Proffitt

M. Graham Proffitt, III
 M. Graham Proffitt, III

Ellis L. Darby, Jr.
 Ellis L. Darby, Jr.

JOHN COTHRAN COMPANY, INC.

By: [Signature]
 President

0986

4328 RV-2