

homeowner. With respect to individuals who purchase lots with the expectation of later erecting a residence, when such individual takes title to the lot, such individual shall pay a proportional share of the assessment in effect for that year, which partial assessment shall be due and payable within thirty (30) days from the date title is taken.

7. Until such time as the developers form the corporation, the Architectural Committee is empowered to perform the functions that will be performed by the corporation and for this purpose may make such rules and regulations as it deems desirable to carry out said purposes. During this interim period, the Committee shall have the power to make an annual assessment as provided hereinabove but in no event shall such assessment exceed \$175.00 per numbered lot. The assessment made by the Committee shall have the same force and effect as though made by the corporation, all as set forth above.

8. As used herein, the term "developers" shall mean John Cothran Company, Inc., a South Carolina corporation, M. Graham Proffitt, III, and Ellis L. Darby, Jr..

IV/ MISCELLANEOUS

1. No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide and 20 inches high.

2. The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.

3. Nothing herein contained shall be construed to prevent Cothran & Darby Builders, Inc. and/or M. G. Proffitt, Inc., or their successors and assigns, from maintaining temporary sales offices and storage on any lot, common grounds or recreational facilities while the subdivision is in the process of being developed and houses constructed within the development.

4. The covenants herein contained are to run with the land and shall be binding on all persons claiming under them until the 31st day of December, 2003, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.

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 one lot in Map 1, Section 3, of Sugar Creek, by 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, 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 of Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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