

to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The term "building or improvement" shall be deemed to include the erection, placement, or alteration of any outbuilding, wall or fence to be made in any lot.

IV.

EASEMENTS

1. A general easement is reserved over each lot for the installation, operation and maintenance of utilities, for drainage and for maintenance such as painting, roof repair, plumbing and electrical repair. An easement is granted for the purpose of over hanging the roof of one building over the lot line of the adjacent lot up to two (2) feet.

V.

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 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, 2006, 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.

3. Declarant reserves the right to vary the restrictions on other patio home lots at Sugar Creek Villas and may change the lot dimensions on the lots not submitted hereto.