OLLSE FORTS A LOTH R. M.C.

STATE OF SOUTH CAROLINA :

RESTRICTIVE AND PROTECTIVE COVENANTS FOR SECTION 3 OF BURGISS HILLS

COUNTY OF GREENVILLE

The following restrictions and protective covenants shall apply to Lots 2 through 26 inclusive as shown on the plat of Section 3 of Burgiss Hills, property of Burgiss Hills, Inc., made by Piedmont Engineering Service, September 19, 1963, and recorded in the R.M.C. Office for Greenville County in Plat Book BBB, Page 191. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1987, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto or any of them or their successors, heirs, or assigns, or any property owner, shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceeding 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 doing so or to recover damages or other dues for such violation.

Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- 1. All the numbered lots in this subdivision shall be known and described as residential lots, and no lot shall be used except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling together with a private garage for not more than two cars and other buildings incidental to residential use of the plot.
- 2. Before any building shall be erected, placed, or altered on any building plot, sketches, preliminary plans and specifications, and plot plan shall be submitted to a building committee for this development, who will approve or make recommendations with respect to the building conforming and harmonizing with existing structures or those having been approved and are to be constructed. It shall be the duty of this committee to see that no building or buildings by its design shall devaluate the surrounding property. The Building Committee shall consist of Cecil W. McClimon, D. Denby Davenport, Jr., Edward C. Bailey, and James A. Bailey, or by a representative designated by a majority of the members of the said committee. In the event of the death or resignation of any member of the said committee the remaining members, or member, shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and the said members shall have full authority to designate a representative with like authority and to select and appoint any other person or persons to fill the vacancy or vacancies. In any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied