

RESTRICTIONS AND PROTECTIVE COVENANTS FOR
BURGISS HILLS Inc.
PLAT THEREOF RECORDED IN THE R.M.C. OFFICE
FOR GREENVILLE COUNTY, S.C. IN PLAT BOOK 4, PAGES 96 & 97.

The following restrictions and protective covenants shall apply to Lots 1 through 129 inclusive as shown on the plat of Burgiss Hills, property of Burgiss Hills, Inc., made by Piedmont Engineering Service, January 31, 1951. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1978, 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 heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or 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 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.

A. All of the numbered lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwellings together with garages and other outbuildings incidental to residential use of the plot.

B. Before any building shall be erected, placed, or altered on any building plot, sketches, preliminary plans and specifications 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 devalue the surrounding property. The Building Committee shall consist of James A. Bailey, Dan D. Davenport and C. W. McClimon, or by a representative designated by a majority of the members of the said committee. In the event of death or resignation of any member of said committee the remaining members, or member, shall have full authority to approve or disapprove such design and location ~~MAXIMUM~~ within 30 days after said plans and specifications have been submitted to it or, 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 with. Neither the members of such Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representatives shall cease on and after January 1978. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee.