

State of South Carolina)
)
County of Greenville)

**Declaration of Covenants, Conditions and Restrictions
Property of Venture Home Buyers, LLC
JOHNSON ACRES**

This Declaration, made on the date hereafter set forth by Venture Home Buyers, LLC, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the sole owner of certain property located in the County of Greenville, State of South Carolina, which is more particularly described in Plat Book 7-U at Page 93, which is incorporated herein by reference.

WHEREAS, Developer is developing and selling the above-described property as a single-family residential subdivision, and in connection therewith wishes to insure the proper use, development, and improvement of such property so as to protect the Owners and Occupants of lots therein by restricting the use of all lots for purposes consistent with the overall development of the Subdivision in an attractive and desirable manner and by encouraging the erection of attractive, harmonious improvements appropriately located in the Subdivision.

NOW, THEREFORE, Developer hereby declares that all the property described herein above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest, including any leasehold interest, in the described properties of any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities of a fee simple title to any lot, or any portion thereof; which is a part of the properties but excluding those having such interest merely as security for the performance of an obligation

SECTION 2. "Occupant" shall mean any person or entity who occupies, or has the right to occupy, all or any part of any lot which is a part of the properties, whether such occupancy or right of occupancy is based on ownership, lease, license, or easement.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinabove described.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or development plan of the properties with the exception of dedicated streets and roads.

ARTICLE II

USE AND IMPROVEMENTS RESTRICTIONS

SECTION 1. USE OF PROPERTY. Each Lot and the residence and improvements thereon shall be for the following uses and subject to the following restrictions:

- (a) No residence erected on any lot shall be located nearer than thirty (30) feet to the front lot line, nor nearer than ten (10) feet to the side and rear of property lines.
- (b) Utilities provided to any lot shall be placed and maintained underground.

- (c) Each lot shall be used solely for residential purposes as a detached, single-family residence, and no lot shall be subdivided, except that an Owner, with the prior, written consent of Developer, may sell and convey a portion of any lot to the Owner of an adjoining lot provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than shown on the above-referenced plat of survey. In any such sale of a portion of a lot, the portion shall merge into and become a part of the adjoining lot and the restrictions herein set forth shall apply to the lot and portion of a lot as though they were originally platted as one lot.
- (d) No immoral, improper, offensive, or unlawful use shall be made of any lot, or any plat thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed.
- (e) No temporary structure or mobile homes of any kind shall be maintained on any lot at any time.
- (f) No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any lot or any part thereof.
- (g) No inoperable or immobile, camper, trailer, or other vehicle may remain parked on a lot, for a period of longer than twenty-one (21) days.
- (h) No sign shall be erected on said lot or posted on any building except one (1) "For Sale" or "For Rent" or "Sold" sign which shall not exceed two feet by three feet in dimension.

SECTION 2. QUIET ENJOYMENT.

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become a nuisance or annoyance to any resident within the subdivision.

ARTICLE III
DRIVEWAYS/ROAD

Each lot shall have constructed thereon a paved driveway, the surface thereof to be composed of concrete, asphalt, brick pavers or compacted gravel. Each driveway must have a minimum length extending from the curb of the street, faced by the lot on which the driveway shall be the sole responsibility of the Owners and any construction on a particular lot must be completed before any Owner of that lot may begin using the same as residence.

The shared private drive, currently depicted as "Johnson Court" on the recorded plat of the properties referenced herein, shall be a gravel drive shared by all owners for ingress and egress. It shall be the responsibility of the Owners, through the Homeowners Association, to maintain the private drive.

ARTICLE IV
**COVENANTS OF OWNERS TO KEEP IMPROVEMENTS INSURED AGAINST LOSS
TO REBUILD, AND TO KEEP IN GOOD REPAIR**

SECTION 1. COVENANTS.

(a) Each Owner shall, at his own expense, carry adequate hazard and homeowners' insurance policies insuring the residence and improvements on his lot.

(b) In the event a dwelling or any improvement on a lot is damaged or destroyed, the Owner thereof shall begin repair or reconstruction of the dwelling or improvement which shall be completed within a reasonable time. In the event a dwelling or improvement is damaged or destroyed, the Owner does not begin repair or reconstruction within forty-five (45) days following damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot so it shall be placed in a neat, clean, and safe condition.

ARTICLE V
GENERAL PROVISION

SECTION 1. ENFORCEMENT. Developer and any Owner or Occupant shall have the right to enforce, by any proceeding at law or inequity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration. Failure by Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of a minor, unintentional violation of this Declaration which does not impair the general plan of development. Developer reserves the right to amend or release this Declaration for such violation as it may apply to an individual lot.

SECTION 2. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 3. TERM AND AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration, except as provided in Section 1 of this Article, may be amended, or terminated by an instrument signed by at least seventy-five (75%) percent of the Owners. Any amendment must be properly recorded, so long as the Developer is the Owner of any lot covered by this Declaration, its prior written consent must be obtained as to any amendment or termination.

SECTION 4. RESERVATION OF EASEMENT. A permanent easement of five (5) feet in width is reserved along all lot lines for the installation and maintenance of utilities. Other Easements will be shown on the plat.

SECTION 5. ARCHITECTURAL REVIEW COMMITTEE. This Committee consisting of the Developer shall approve all building plans prior to construction.

ARTICLE VI

HOMEOWNERS' ASSOCIATION MEMBERSHIP

SECTION 1. DEVELOPERS RIGHTS. The Developer reserves the right to cause the Johnson Acres Homeowners Association to be organized. Every Owner of a lot in the subdivision shall be a Member of the Association, shall be subject to an assessment by the Association, and membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessments. Once formed, the Association shall be responsible for all private drive maintenance to include trimming of the trees for emergency vehicles. The Association shall have two (2) classes of voting membership:

Class A: Class A Member(s) shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each lot whether owned by one or more persons or entities. When more than one person holds an interest in any lot, all such persons shall be Members, and the single vote for such lot shall be exercised as they determine.

Class B: Class B Member(s) shall be the Developer and shall be entitled to three (3) votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following:

- A) When the total votes outstanding in Class A membership equals the total votes outstanding in Class B membership, or
- B) On December 31, 2023.

SECTION 2. DUES. Association dues are set at this time at Five Hundred (\$500.00) Dollars per year.

SECTION 3. MEMBERSHIP. Membership may be by majority vote after subdivision is released to the homeowners, raise, negate, or change Association fees as deemed necessary by the homeowners.

IN WITNESS WHEREOF, Venture Home Buyers, LLC has caused this Declaration to be executed by its duly authorized member(s), this 28 day of December, 2022.

SIGNED, sealed, and delivered in the presence of:

Witness 1

Lacy Webber
Witness 2

Venture Home Buyers, LLC

BY:

Chris Johnson, Sole Member

State of South Carolina)

County of Spartanburg)

ACKNOWLEDGMENT

I, Kathryn Whitt, a notary public for the State of South Carolina, do hereby certify that the within named Grantor/Developer did personally appear before me this day and acknowledge the due execution of the foregoing instrument.

Witnessed my hand and official seal
this 28th day of December, 2022.

Kathryn N. Whitt
Notary Public for South Carolina
Printed Name: Kathryn Whitt
My Commission Expires: 2/15/2027

Kathryn N. Whitt
NOTARY PUBLIC
State of South Carolina
My Commission Expires 2/15/2027