

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) DECLARATION OF PROTECTIVE  
 ) COVENANTS, CONDITIONS,  
 ) RESTRICTIONS AND EASEMENTS OF  
 ) JOHNSON FIELDS

THIS DECLARATION is made this 13 day of April, 2006, by RJF II CORPORATION (hereinafter "Developer") and Enchanted Construction, Inc. (hereinafter "Enchanted").

WITNESSETH:

WHEREAS, Developer is the owner of all those certain pieces, parcels or lots of land located in Spartanburg County, South Carolina, and shown on a plat entitled "Johnson Fields, Section One" prepared by Gramling Brothers Surveying, Inc. dated November 7, 2005 and recorded November 9, 2005 in Plat Book 158 at Page 888 in the Register of Deeds for Spartanburg County, South Carolina (hereinafter sometimes referred to as the "Subdivision Plat"), with the exception of Lot No. 23, which Enchanted acquired by deed from Developer recorded December 22, 2005 in Deed Book 84-R at page 865; and

WHEREAS, Enchanted joins in this Declaration for the purpose of expressing its consent to the terms hereof and in order to subject Lot No. 23 to the terms of these Restrictions; and

WHEREAS, said subdivision shall be known as Johnson Fields Subdivision (hereinafter referred to as "Johnson Fields Subdivision"); and

WHEREAS, Johnson Fields Subdivision will be a residential community, and the Developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Johnson Fields Subdivision to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as "Covenants" and/or "Restrictions") for the benefit of each and every Owner in Johnson Fields Subdivision; and

WHEREAS, Developer deems it desirable to create an agency to which should be delegated and assigned the powers of maintaining and administering common facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created, and is incorporating under the laws of the State of South Carolina, as a non-profit corporation, Johnson Fields Homeowners Association, Inc., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the Developer, Enchanted and to future property Owners of lots shown on the above plat, Developer and Enchanted do hereby impose upon Johnson Fields Subdivision the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Developer, Enchanted, their successors and assigns, and all future Owners of said lots, their respective heirs and assigns:

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Stephen Ford, Register



1. **DEFINITIONS.** The following words when used herein (unless the context shall require a different meaning) shall have the following meanings:

A. "Association" shall mean and refer to Johnson Fields Homeowners Association, Inc.

B. "Subdivision" shall mean and refer to all of the lots and property shown upon the Subdivision Plat referred to above, and upon any subsequent amendment to the Subdivision Plat and any subsequent plat of additional phases prepared for the Developer, recorded in the Office of the Register of Deeds for Spartanburg County and referenced in any amendment or modification to this instrument.

C. "Common Properties" shall mean and refer to any such areas so designated on the Subdivision Plat and to other landscaped areas within Johnson Fields Subdivision, and shall include, but not be limited to, all street lights and other lighting, sprinkler systems, street signs, entrance signs, landscaping, water meters, parking areas, roads, walks, drives, malls, parks and open areas located within such areas.

D. "Developer" shall mean and refer to RJF II Corporation.

E. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon the Subdivision Plat prepared for the Developer, recorded in said Register's Office and referenced in this instrument or any amendment or modification thereto.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot situated within Johnson Fields Subdivision, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

G. "Member" shall mean and refer to any Owner who is a member of the Association as provided in paragraph 35 hereof.

H. "Architectural Review Board" shall mean and refer to the Developer until such time as the Association is formed and a Board of Directors for the Association is appointed and the Developer assigns to such board the powers to serve as the Architectural Review Board.

2. **SINGLE FAMILY RESIDENTIAL USE.** No lot shall be used except for private, single family residential purposes. Only one single family residence may be erected on any residential lot in the Subdivision.

3. **SUBDIVISION OF LOTS.** Unless approved by the Architectural Review Board, there shall be no combination and/or subdivision of any lot or lots which produce any lot or lots smaller in area than any of the original lots as shown on the Subdivision Plat. If the Architectural Review Board is not in existence, then combinations and re-subdivisions, which do

not create more lots than those shown on a recorded plat of the subdivision, which recorded plat contains a signature of at least one of the officers of the Developer or the Association, are permitted. In the event of the Combination or the subdivision by the Association or by any Owner with permission of the Architectural Review Board of one or more lots, the easements created hereby and referenced on applicable plats prior to the transaction shall exist on the resulting lots. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, take any grains of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

4. **MINIMUM HEATED AREA.** No family dwelling unit may be constructed or maintained so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than one thousand five hundred (1500) square feet in the case of a one story or one thousand two hundred (1200) square feet on the ground level and five hundred (500) square feet on the upper level in the case of a two story. If a home is built with more than two stories then the same minimum square footage will apply to the first and second story and the Architectural Review Board will have the discretion to set the minimum square footage for the third story. The Architectural Review Board may grant a waiver of this requirement upon application and for good cause shown. All homes must have a minimum of a double (two car), attached garage.

5. **BUILDING SETBACK LINES.** No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line of a lot than thirty feet (30'), nor nearer the side property lines of a lot than five feet (5'), nor nearer the rear property line of a lot than five feet (5'), which building setback lines are also referenced in the Subdivision Plat. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions on a lot, but such waiver to any setback restrictions on a lot must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

6. **APPROVAL OF BUILDING PLANS - SPECIAL CONDITIONS.**

A. No family dwelling unit, garage, carport, playhouse, fence, wall, swimming pool, or other structure shall be commenced, erected or maintained in the Subdivision nor shall any exterior addition to any existing structure or change or alteration therein, nor shall any site work be done until a set of complete final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front elevation thereof, the name of the builder and/or landscaper have been submitted to, and approved in writing, by the Architectural Review Board, its agents, successors or assigns, as to harmony of the exterior design and general quality in relation to the standards of the Subdivision, and as to location in relation to the surrounding structures and topography. One copy of the final plan and specifications will be retained if approved. The Architectural Review Board may waive the submission of any plans. If the Architectural Review Board fails to approve or disapprove such plans and specifications within thirty (30) days after receipt of written notice from the Owner that such plans and specifications have been submitted to it and

approval requested, the Architectural Review Board shall be deemed to have approved said plans and specifications, provided, however, that said plans must in all other respects comply with all other requirements set forth in these Restrictions. Refusal to approve plans, specifications, builder, landscaper or location may be based upon any grounds, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Architectural Review Board, or its agent, shall be deemed sufficient.

B. Basic landscaping must be performed: including at a minimum, plants, shrubs and trees at time of initial build.

C. All family dwellings must be constructed with brick, rock or vinyl on the entire exterior. A family dwelling may be built upon crawlspace or a slab. The roofs of all family dwellings must have a pitch of no less than 6/12's. No house or pre-constructed portion of any house may be moved into the subdivision.

D. The established grade or lot is not to be raised by any individual so as to adversely affect an adjacent property Owner(s).

E. The front elevation of the dwelling house foundation must be a minimum of eight inches (8") above the finished grade of the front yard.

F. All garages shall be enclosed with a door or doors.

7. **PROHIBITED BUILDING MATERIALS.** Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone or some other material approved by the Architectural Review Board or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or other structure.

8. **TRAILERS AND MOBILE HOMES PROHIBITED. NO MANUFACTURED OR MODULAR HOME WILL BE ALLOWED WITHIN THE SUBDIVISION.** Trailers, modular homes, and mobile homes, manufactured homes, including typical single, double, or triple wide mobile homes, are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot.

9. **REQUIREMENTS FOR DRIVEWAYS.** It shall be the responsibility of each Owner to keep his driveway in a reasonable state of repair. Driveways will be hard surfaced with concrete. All temporary driveways (during construction) must be graveled to prevent mud on the Subdivision streets.

10. **DEVELOPER'S DISCLAIMER.** DEVELOPER (INCLUDING THE DEVELOPER IN ITS CAPACITY AS THE ARCHITECTURAL REVIEW BOARD), AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD

WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATION, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANYWAY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, WHILE DEVELOPER IS NOT AWARE OF ANY LOTS CONTAINING FILL DIRT, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION.

11. **GENERAL EASEMENTS.** The Developer reserves unto itself, its successors and assigns, the exclusive right to a perpetual, alienable, and assignable easement and right of way on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, cable television, security cable equipment, telephone equipment, gas, sewer, water, or other private or public convenience or utilities on, in, or over those areas as are shown or described on the Subdivision Plat. Further, the Developer may cut drainage ways for surface water wherever and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. All utilities and services shall be placed underground and run from the property line or easement to the residence. In routing utilities and services from the easement to the front property line, no curb and gutter or pavement section may be cut or in any way damaged without prior approval of the Developer. Any damage done shall be repaired by the Owner, and Owner shall bear all cost and repair. No easement for utility or roadway purpose may be granted, constructed, used or operated within a strip of land two feet (2') from any property line without obtaining the prior written approval of the Developer.

12. **EROSION CONTROL.** The Developer shall have the right to protect from erosion the land designated as areas upon which residential building shall take place by planting trees, plants, and shrubs where and to the extent necessary, or by such mechanical means as providing drainage ways and/or dams or other means deemed expedient or necessary by the Developer to protect against said erosion.

13. **ANTENNAS.** No antenna for the reception or transmission of radio or television signals will be allowed in the Subdivision. No satellite dish larger than eighteen inches (18") in diameter may be placed on any lot, and any satellite dish eighteen inches (18") or less in diameter must be positioned on the rear of any house, away from the street.

14. **FENCING.** No chain link fences are allowed in the Subdivision, except that

black or green vinyl coated chain link fencing will be allowed. Acceptable fencing materials are: wrought iron, vinyl, or salt treated wood. Notwithstanding the foregoing, all fencing facing any street must be of a decorative-style fencing material such as wrought iron (or similar material), decorative vinyl or salt-treated wood. All wood materials must be stained or sealed. No fence shall exceed six feet (6') in height. Fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot. No fencing of any kind shall be installed or allowed to remain on any lot, which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected any nearer than thirty (30') feet from any street. No portable fencing (including dog pens) shall be allowed. Once fencing materials have been approved by the Architectural Review Board, Owners must place four flags at the proposed fence corners and the Architectural Review Board must approve the site location before any installation begins. The Owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even if approval of the fence or other improvements has been properly obtained.

15. **BUSINESS ACTIVITIES PROHIBITED.** No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.

16. **NUISANCES AND OFFENSIVE ACTIVITIES.** No noxious or offensive activity shall be carried on upon any portion of the Subdivision, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Owner or guest thereof in any neighborhood area or in the Subdivision as a whole. It is the responsibility of each Owner to prevent any unclean, unsightly, or unkept conditions of buildings or grounds on the Owner's property which shall tend to substantially decrease the beauty of the neighborhood areas or the Subdivision as a whole. Should any unclean, unsightly, or unkept conditions or any noxious or offensive activity be carried on upon any portion of the Subdivision, the Association or its duly appointed agent shall be entitled to enter upon the property of the Owner and to cure such defect. Except as otherwise permitted herein, no plants, animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the Subdivision by the Owners or the guests thereof may be maintained.

17. **PARKING; PROHIBITED VEHICLES.** No private vehicle of any sort shall be parked permanently on any street or roadway within the Subdivision. Owners shall be required to furnish adequate parking for their own vehicles within the confines of their property. Only vehicles bearing current license plates shall be parked or stored within public view from the street. No trucks over one-half (1/2) ton, no trailers, no tractors, no commercial vehicles and no automobiles bearing advertisements, signs or placards are to be stored or parked on any street in the Subdivision, nor on any lot unless parked in the garage, except when such vehicles are making deliveries. No boats, boat trailers, recreational vehicles, camping trailers, or motor homes shall be parked on any lot, unless parked in a garage, nor on any street in the Subdivision. The driving of motorcycles and mini-bikes on the streets of the Subdivision or on lots shall be

prohibited except driving of such motorcycles and mini-bikes to and from the entrance and the home of the Owner by the most direct street route. Go carts, four wheelers, ATVs or similar vehicles are prohibited on the streets of the Subdivision at all times.

18. **PORTABLE OR METAL BUILDING PROHIBITED.** Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited and may not be placed or remain on any lot, provided, however, that a hobby-type building or other storage building approved in writing by the Architectural Review Board is permissible, subject to the terms set forth hereinabove.

19. **SWING SETS.** Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot.

20. **NO TEMPORARY STRUCTURES.** No structure of a temporary character shall be placed upon any portion of a lot or the Subdivision at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any family dwelling unit, or to shelters maintained by the Developer or the Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, etc. may not at any time be used as temporary or permanent residences or be permitted to remain on any portion of a lot or the Subdivision after completion of the construction thereof (except that recreational vehicles may be parked in a garage pursuant to paragraph 17, above).

21. **ANIMALS.** The raising, breeding, or keeping of livestock or poultry of any kind is prohibited, although, this is not intended to nor shall it preclude the keeping of dogs, cats, or other household pets. All household pets shall be on a leash at anytime they are off their premises. No livestock, poultry, or undomesticated animals shall be kept on any of the lots in the Subdivision. No more than a total of three (3) household pets may be maintained on any Lot.

22. **TRASH.** No trash, garbage, construction debris, or other unsightly or offensive material shall be placed upon any portion of the properties, except as is temporary and incidental to the bonafide improvement of said area of the properties.

23. **CLOTHESLINES.** Clotheslines are not allowed in the Subdivision.

24. **NO HUNTING OR DISCHARGING FIREARMS.** Hunting of all wild animals, fowl, and game is hereby prohibited within the Subdivision, and the discharge of firearms within the Subdivision for any purpose shall not be allowed.

25. **TREES.** No trees measuring six inches (6") or more in diameter, at a point one (1') foot above the ground level nor any flowering tree may be removed, nor may any major clearing of small trees be performed, without the approval of the Architectural Review Board. Excepted here from shall be damaged trees as determined by the Architectural Review Board or trees which must be removed because of an emergency or to prevent a potentially dangerous situation.

26. **COMPLETION OF IMPROVEMENTS.** The exterior of all houses and other structures, site work and sufficient landscaping must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strike, fire, national emergency, or natural calamity. Houses and other dwelling structures may not be temporarily or permanently occupied until the exterior thereof has been completed; provided, however, that Owner shall not be required to complete the finish work on the interior of his house within one (1) year after construction has commenced if such interior finish work is performed in whole or part by such Owner. Any further improvements constructed after the initial completion of a house on a Lot must be completed within six months of commencement.

27. **COVENANT OF GOOD APPEARANCE AND REPAIR.** Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the Subdivision. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an Owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or the Association, or their agents or employees, shall have the right to maintain same and charge the cost thereof to the Owner, but no work shall be done without due and proper notice to the Owner and an allowance of at least thirty (30) days to correct specified deficiencies. In the event the Owner or owners of a lot shall fail to pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 39.I. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE IMPROVEMENTS OR PORTION THEREOF.

28. **SIGNS.** No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for development of the Subdivision.

29. **STREET LIGHTING.** If street lighting is installed by the Developer, the cost and expense of operation shall be transferred to the Association at any time after one (1) year from date hereof.

30. **MAINTENANCE OF STREET RIGHT-OF-WAY.** The Owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

31. **FUEL TANKS.** All fuel tanks or containers must be located behind a residence or shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing



bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be.

32. **FIREWORKS**. Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer or the Association.

33. **MAIL RECEPTACLES**. All mailboxes must be uniform. The Developer will make arrangements for the design, and construction of the approved mailbox. All mailboxes must then be purchased from the individual or company whom the Developer designates.

34. **POOLS**. Above ground swimming pools are permitted. In ground swimming pools are acceptable provided they are located on the rear portion of the lot, staying within all other guidelines and set back requirements herein stated. All pools must be enclosed with a fence that is in compliance with the other provisions set forth herein. The design and location of any in-ground pool must be approved by the Architectural Review Board in writing prior to the commencement of construction. Owners and builders should refer to septic tank layout before installing a pool, detached garage or any other structure, to ensure sufficient room for original drain field or replacement drain field should original drain field fail.

35. **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

A. **Membership**. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity, who holds such interest merely as a security for the performance of an obligation, shall not be a member.

B. **Voting Rights**. The Association shall have two (2) classes of voting membership as follows:

**Class A**. Class A members shall be all those Owners defined in Paragraph 1 with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

**Class B**. Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal to the total votes outstanding in Class B membership; or

(b) December 31, 2008.

36. **PROPERTY RIGHTS IN THE COMMON PROPERTIES.**

A. **Title to Common Properties.** The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the sole discretion of the Developer, the Association is able to maintain the same.

B. **Restrictions on Common Areas.** The parcels of real property included as part of the Common Properties are to be maintained solely as landscaped and/or beautification areas, walking trails, parks, for identification signs for Johnson Fields Subdivision, or for such other uses as the Developer may desire. No other use or improvements are to be made to said real property without the express written permission of the Developer, and Developer expressly reserves easement rights upon these parcels for installation of underground utilities. Upon such time as the Developer conveys the Common Properties to the Association, the Association may promulgate such rules and regulations regarding the terms and conditions of use of the Common Properties as it deems appropriate and may, in accordance with its bylaws, suspend the rights and easement of use, access and enjoyment to such Common Properties.

37. **COVENANT FOR MAINTENANCE ASSESSMENTS.**

A. **Creation of Lien and Personal Obligation of Assessments.** Each Owner of any lot by acceptance of a deed to a lot within Johnson Fields Subdivision, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Developer and/or the Association (as the case may be):

(1) Annual assessments or charges to be set and adjusted from time to time by the Developer and/or the Association as hereinafter provided; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the lot owners in Johnson Fields Subdivision and in particular shall be used for the payment of costs and expenses including, but not limited to, the following:

(1) Expenses for the maintenance, upkeep and improvement of the Common Properties.

(2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, water usage and other related reasonable and necessary expenses.

(3) Maintenance, upkeep repair and/or replacement of the sprinkler systems within the Common Properties.

(4) For the payment of services for any street lighting undertaken and accepted by the Association.

(5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Johnson Fields Subdivision identifying the subdivision, containing street names or other safety signs, if any.

(6) For any other purpose, cost or expenses reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these Restrictions.

C. **Basis and Maximum of Annual Assessments.** For the year beginning January 1, 2006, the annual assessment shall be \$250 per Lot. Beginning January 1, 2007 and for future years, the annual assessment may be adjusted by vote of the Members as herein provided, and, if not adjusted in such manner, shall remain the same as the preceding year. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser amount. The prorated portion of the annual assessment shall be paid by any purchaser of a Lot from the Developer for that portion of the calendar year remaining at the time of the closing. Lots owned by the Developer shall be exempt from annual assessments, and from the special assessments described in Paragraph 37.D., below, until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association. No other person shall be exempt from Assessments. All Owners shall be responsible for paying assessments (whether annual or special), regardless whether such Owner is a builder or resident and regardless whether such Owner constructs a home or maintains a vacant lot.

D. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. **Change in Basis and Maximum of Annual Assessments.** Subject to the limitations in Paragraph 37.C. above, and the periods therein specified, the Association may

change the maximum and basis of the assessments fixed by Paragraph 37.C. hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. **Quorum for Any Legal Action Authorized Under Paragraphs 37.D. and 37.E.** The quorum required for any action respecting assessments authorized by Paragraph 37.D. and 37.E. hereof shall be the Members present at a meeting duly called and convened pursuant to Paragraphs 37.D and 37.E. hereof.

G. **Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein for each Lot shall begin and become due and payable upon the initial sale of any Lot by the Developer, and on January 1 of each year thereafter. The due date of any special assessment under Paragraph 37.D. hereof shall be fixed in the resolution authorizing such assessment.

H. **Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. **Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association.** If the assessments are not paid on the date when due (being the date specified in Paragraph 37.G. above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE-18%) from the delinquency date. The Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

J. **Lien of Assessments in Subordinate to Recorded Mortgages.** The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

38. **ENFORCEMENT BY HOMEOWNERS ASSOCIATION.** Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Association shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does the Developer or any other Owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the By-Laws of the Association.

39. **DELEGATION OF DEVELOPER'S RIGHTS.** All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Developer may assign and/or delegate all or any part of such reserved rights to the Association.

40. **TERM OF ENFORCEMENT AND AMENDMENTS.** These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future Owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2025, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Johnson Fields Subdivision agree in writing to terminate or change same at any time after December 31, 2025. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in Johnson Fields Subdivision. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver modification or change shall substantially affect the overall plan of development.

41. **EFFECT OF COVENANTS AND ENFORCEMENT.**

A. **Effect of Provisions of These Covenant.** Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Johnson Fields Subdivision do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Johnson Fields Subdivision is granted, devised or conveyed, whether or not set forth or referred to in such deed or other

instrument;

(2) shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Johnson Fields Subdivision;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Johnson Fields Subdivision, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

B. **Who May Enforce.** The benefits and burdens of these covenants run with the land at law and in equity, and the Developer and the Association, their respective successors and assigns, and any Owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation of these covenants and to compel compliance with the terms and to prevent the violation or breach of the Covenants in any event.

C. **Against Whom May the Covenants be Enforced.** The obligation and benefits prescribed by these Covenants shall run with the property and shall be enforceable against any Owner, his or her heirs, successors and assigns, or any other person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms hereof.

D. **Enforcement Remedies.** In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any Owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct, business or use which is in breach of these covenants; (5) to compel any affirmative act which, pursuant to these covenants, "shall", be performed; and (6) to seek appropriate damages. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party. In the alternative, the Developer or the Association may notify the offending Owner of the violation, and, if such violation is not ceased or corrected within 30 days, the Developer or the Association may assess such Owner a fine of \$100 per month until the violation has ceased or been corrected.

42. MISCELLANEOUS.

A. No Waiver. Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any Owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

B. Captions. The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

C. Board Authorization. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

E. Savings Clause. If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgement of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the 13 day of April, 2006.

R. H. Confi  
Com Exp. 2-6-14

RJF II CORPORATION

By: [Signature]  
Its:

[Signature]  
Com Exp. 2-6-14

ENCHANTED CONSTRUCTION, INC.

By: [Signature]  
Its:

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the Developer herein, by J. Robert Flynn, Pres., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me  
this 13 day of April, 2006

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission expires: 2-6-14

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the Enchanted Builders, Inc., by Russell Kline, its Sec. Treas., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me  
this 13 day of April, 2006

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission expires: 2-6-14

*[Faint vertical text, possibly bleed-through from the reverse side of the page]*




STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the Developer herein, by J. Robert Flynt its Pres., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me  
this 13 day of April, 2006

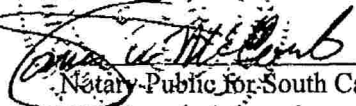
 (SEAL)  
Notary Public for South Carolina  
My Commission expires: 2-6-14

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the Enchanted Builders, Inc., by Ryan Kline, its Sec. Treas., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me  
this 13 day of April, 2006

 (SEAL)  
Notary Public for South Carolina  
My Commission expires: 2-6-14

*[Faint vertical text, possibly a stamp or recording information]*





06085 -- Z PG 8 4 9

Enchanted Construction, Inc. hereby amend the Restrictions as follows:

1. The term "Subdivision Plat" shall be deleted everywhere that it appears in the Restrictions, and the term "Subdiviston Plats" shall be inserted in lieu thereof, and the term "Subdivision Plats" as used in the Restrictions shall have the meaning set forth above in this Amendment. It is the intent of the parties to this Amendment that all of the lots in Johnson Fields Subdivision, including Sections I and II, shall be subject to the Restrictions.

2. The Restrictions shall in all other respects remain in full force and effect, except as modified hereinabove.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this

12th day of June, 2006.

IN THE PRESENCE OF:

RJF II CORPORATION

B.R. Ongli  
Sam D Hamilton

By: J. Robert Flynn, II  
Its: President

ENCHANTED CONSTRUCTION, INC.

Samuel M. Price WITNESS AS TO ENCHATED CONSTRUCTION ONLY

By: Samuel M. Price  
Its: Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the witness above named and made oath that (s)he saw the within named: Enchanted Construction, Inc. sign, seal and as the their act and deed, deliver the within written Amendment and that (s)he with the other witness above named witnessed the execution thereof.

Sworn to before me this 12th day of June, 2006.

Samuel M. Price  
Notary Public for S.C.  
My Commission Expires: 2/24/07

Samuel M. Price

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within J. Robert Flynn, II sign, seal and as its act and deed deliver the within written Amendment and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 12th day of June, 2006.

Sam D Hamilton  
Notary Public for S.C.  
My Commission Expires: 9/10/2013

B.R. Ongli

05085--ZPG849

Enchanted Construction, Inc. hereby amend the Restrictions as follows:

1. The term "Subdivision Plat" shall be deleted everywhere that it appears in the Restrictions, and the term "Subdivision Plats" shall be inserted in lieu thereof, and the term "Subdivision Plats" as used in the Restrictions shall have the meaning set forth above in this Amendment. It is the intent of the parties to this Amendment that all of the lots in Johnson Fields Subdivision, including Sections I and II, shall be subject to the Restrictions.

2. The Restrictions shall in all other respects remain in full force and effect, except as modified hereinabove.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this

12th day of June, 2006.

IN THE PRESENCE OF:

RJFH CORPORATION

B.R. Ongli  
Sam N Hamilton

By: J. Robert Flynn, II  
Its: President

ENCHANTED CONSTRUCTION, INC.

Sam M. Price WITNESS AS  
TO ENCHANTED  
CONSTRUCTION

By: Sam M. Price  
Its: CRWST ONLY

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared before me the witness above named and made oath that (s)he saw the within named: Enchanted Construction, Inc. sign, seal and as the their act and deed, deliver the within written Amendment and that (s)he with the other witness above named witnessed the execution thereof.

Sworn to before me this 12th day of June, 2006.

Shonessa M. Mosser  
Notary Public for S.C.  
My Commission Expires: 2/24/07

Sam M. Price

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within J. Robert Flynn, II sign, seal and as its act and deed deliver the within written Amendment and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 12th day of June, 2006.

Sam N Hamilton  
Notary Public for S.C.  
My Commission Expires: 9/10/2013

B.R. Ongli



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )  
SECOND AMENDMENT TO  
DECLARATION OF PROTECTIVE  
CONVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF JOHNSON FIELDS

**WHEREAS**, RJF II Corporation, a South Carolina corporation (the "Developer"), and Enchanted Construction, Inc., an Oregon corporation ("Enchanted"), imposed certain protective covenants, conditions, restrictions and easements on Johnson Fields Subdivision, Spartanburg County, South Carolina, by Declaration of Protective Covenants, Conditions, Restrictions and Easements of Johnson Fields dated April 13, 2006, and recorded April 13, 2006, in Deed Book 85-N at page 650, Register of Deeds for Spartanburg County, South Carolina, hereinafter called the "Declaration"; and

**WHEREAS**, the Declaration was amended and supplemented by the Amendment to Protective Covenants for Johnson Fields, dated June 12, 2006, and recorded June 15, 2006, in Deed Book 85-Z at page 848, Register of Deeds for Spartanburg County, South Carolina; and

**WHEREAS**, Johnson Fields Homeowners Association, Inc., a South Carolina nonprofit corporation (the "Association"), is an association of the Owners of lots in Johnson Fields Subdivision; and

**WHEREAS**, the Owners and Developer desire to make certain changes and amendments to the Declaration; and

**WHEREAS**, these amendments ("Amendments") have been approved by the written agreement, consent and affirmative vote of the Owners of at least two-thirds (2/3) of the Lots in Johnson Fields Subdivision with a meeting of the Association duly noticed, called, convened and held on the 9 day of October, 2009; and

**WHEREAS**, all capitalized terms not otherwise defined herein shall have their respective meanings set forth in the Declaration.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS** that the Association, Owners, and Developer hereby amend the Declaration as follows:

14. **FENCING.** The eighth sentence in paragraph numbered 14 which states, "On corner lots, no fence shall be erected any nearer than thirty (30') feet from any street." is hereby amended by deleting said sentence and placing in its stead, in lieu thereof, the following:

"On corner lots, no fence shall be erected any nearer than fifteen (15') feet from any street."

DEE-2009-46960  
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Recording Fee: \$10.00 Documentary Stamps: \$0.00  
Office of Register of Deeds, Spartanburg, S.C.  
Stephen Ford, Register



Except as amended hereby, the Declaration, and any prior amendments thereto, shall continue in full force and effect.

IN WITNESS WHEREOF, the Association and Developer have executed these Amendments this 22 day of October, 2009.

JOHNSON FIELDS HOMEOWNERS ASSOCIATION, INC.

Joyce Ward  
Sharon Buchanan

C. W. Ballard Jr.

By: President

Attest: Julia Surgen

By: Secretary

RJF II CORPORATION

Lybil B Ripper  
A. V. ...

J. Robert ...  
By: President

\*\*\*\*\*

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

I, Lybil B Ripper, do hereby certify that the within-named Johnson Fields Homeowners Association, Inc., by C. W. Ballard Jr., its President, and by Julia Surgen, its Secretary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22<sup>nd</sup> day of October, 2009.

Lybil B Ripper  
Notary Public for South Carolina

My Commission Expires: 07/28/2019  
{Affix Seal}

\*\*\*\*\*



Except as amended hereby, the Declaration, and any prior amendments thereto, shall continue in full force and effect.

IN WITNESS WHEREOF, the Association and Developer have executed these Amendments this 22 day of October, 2009.

JOHNSON FIELDS HOMEOWNERS ASSOCIATION, INC.

Just Ward  
Sharon Buchanan

C.W. Ballard

By: President

Attest: Alisa Burgess  
By: Secretary

RJF II CORPORATION

Lybil B. Rogers  
A. Vant

J. Robert Jones, Jr.  
By: President

\*\*\*\*\*

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

I, Lybil B. Rogers, do hereby certify that the within-named Johnson Fields Homeowners Association, Inc., by C.W. Ballard Jr., its President, and by Alisa Burgess, its Secretary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22<sup>nd</sup> day of October, 2009.

Lybil B. Rogers  
Notary Public for South Carolina

My Commission Expires: 07/28/2019  
{Affix Seal}

\*\*\*\*\*

SP-094 -- YPG 587

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF                            )

I, Vincent Roland, do hereby certify that the within-named RFJ II Corporation, by J Robert Flynn, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22 day of October, 2009.

  
Notary Public for South Carolina

My Commission Expires: My Commission Expires  
{Affix Seal}                            October 4, 2017

97-094 -- YPG 587

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF )

I, Vincent Roland, do hereby certify that the within-named RFJ II Corporation, by J Robert Flynn, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22 day of October, 2009.

  
Notary Public for South Carolina

My Commission Expires: My Commission Expires  
{Affix Seal} October 4, 2017

DEE-2019-1153



DEE BK 122-J PG 704-717

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Recording Fee: \$20.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Dorothy Earle, Register Of Deeds

Johnson Fields Homeowners Association, INC.

RECORDING OF DOCUMENTS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-110 TO -170):

1. BYLAWS FOR JOHNSON FIELDS HOA

Declaration originally recorded in Book 85-N at Page 650

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Protective Covenants, Conditions, Restrictions and Easements of Johnson Fields was recorded on April 13, 2006 in the Office of the Register of Deeds for Spartanburg County in Deed Book 85-N at Page 650 (as amended and supplemented, the "Declaration"); and

WHEREAS, pursuant to the Declaration, Johnson Fields Homeowners Association, INC is the Homeowners Association for Johnson Fields; and

WHEREAS, Johnson Fields Homeowners Association, INC desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Johnson Fields Homeowners Association, INC does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Bylaws for Johnson Fields Homeowners Association, Inc., attached as **Exhibit A**

IN WITNESS WHEREOF, Johnson Fields Homeowners Association, INC has by its duly authorized officer set its hand and seal this 7<sup>th</sup> day of January, 2019.

*[Signature Pages Follow]*

SIGNED SEALED AND DELIVERED  
in the presence of:

Johnson Fields Homeowners Association, INC

By: Jeff A. Tiedt (L.S.)

Print Name: JEFF A. TIEDT

Its: President

Debi W. McInnis  
(witness #1)

[Signature]  
(witness #2)

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGEMENT

I, Tanner C. Humphries, Notary Public for the State of South Carolina, do hereby certify that Johnson Fields Homeowners Association, INC, by Jeff A. Tiedt, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7th day of January, 2019.

Tanner C. Humphries  
Notary Public for South Carolina  
My Commission Expires: 7/25/21

# Exhibit A

## Bylaws for Johnson Fields HOA

### Preamble for Johnson Fields By-Laws

The controlling document of record for all Johnson Fields homeowners shall be the Declaration of Protective Covenants, Conditions, Restrictions and Easements of Johnson Fields. Dated April 13, 2006. Recorded as Deed 85-N PG650. Instrument #DEE-2006-19833.

The By-Laws are a set of guidelines for support to the Board of Directors only. To assist them in performing their duties while on the Board. These By-Laws may be modified by future board members to keep them legally sound or to enhance service to Johnson Fields Homeowners.

In developing these By-Laws the Board of Directors first made and adopted the following mission statement to set a tone for the future.

### Mission Statement

To promote a sense of community, enhance the livability, safety, welfare, and interests of the owners. To preserve and enhance property values and the quality of life through the prudent use of resources for the benefit of all who live or visit in our community. To provide responsible management and use of community assets that benefits all owners. To provide amicable development of the community by the adherence of the covenants, conditions, restrictions and easements, and preserve the present and enhance the future.

The board also developed the following Vision Statement as to provide the board with a tone of respect for them to follow as they lead Johnson Fields.

### Vision Statement

- Provide an enriched community with a sense of pride.
- Respect and preserve the collective rights and interests of homeowners.
- Invest in the community in order to protect property values.
- Develop active homeowner involvement to cultivate a strong sense of community.
- Expect all homeowners to meet their individual responsibilities and abide by the governing covenants.

These values shall be held in good faith by all directors, present and future.

BY-LAWS

of

**JOHNSON FIELDS HOMEOWNERS ASSOCIATION, INC.**

A South Carolina eleemosynary corporation

Pursuant to the provisions of the South Carolina Business Corporation Act, the Board of Directors of JOHNSON FIELDS HOMEOWNERS ASSOCIATION, INC., a South Carolina eleemosynary corporation, hereby adopts the following By-Laws for such corporation.

**ARTICLE I**

**NAME AND PRINCIPAL OFFICE**

1.01 **Name.** The name of the eleemosynary corporation is "**JOHNSON FIELDS HOMEOWNERS ASSOCIATION, INC.**" (HEREINAFTER REFERRED TO AS THE "Association".)

1.02 **Offices.** The Association shall maintain its Principal Office as required by the South Carolina Nonprofit Corporation Act of 1994, as amended (the "Act"), in the City of Spartanburg, South Carolina or such other place as designated from time to time by the Board of Directors for the principal executive offices of the Association (the "Principal Office"). The Association shall maintain its Registered Office as required by the Act at a location in the State of South Carolina designated by the board of Directors from time to time (the "Registered Office"). The Association shall hire and maintain a management company, and said management company shall act as the Treasurer for the Association shall have responsibilities, obligations and duties of the Treasurer. All expenditures shall be authorized by the directors Johnson Fields HOA.

1.03 The office of Record shall be the address of the current management company.  
Currently

Hinson Management Co., Inc.

PO Box 160207

Or

8499 Valley Falls Road

Boiling Springs, SC

The management company will be subject to their annual contract. The management can change at any time subject to the provisions of said contract between the manager and Board of Directors on behalf of Johnson Fields Homeowners.

**ARTICLE II**

**DEFINITIONS**

2.01 **Definitions.** Except as otherwise provided herein or required by the context hereof, all terms defined in the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Johnson Fields, recorded in the Register of Deeds Office for Spartanburg County in Deed Book 85-N, Page 650, as amended and supplemented by the Amendment to Protective Covenants for Johnson Fields recorded in Book 85-Z, Page 848 and by the Second Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements of Johnson Fields recorded in Book 94-Y, Page 585 (collectively "Declaration") and shall be controlling Document of Record.

2.02 **Members.** Every person or entity who is record owner and subject to the covenants of Johnson Field. Owner name must be recorded on the deed to lot or lots to hold membership. The Deed will be the Document of Record.

### **ARTICLE III**

#### **MEMBERS**

3.01 **Annual Meetings.** The annual meetings of members shall be held on a day in the month of January each year to be selected annually by the Board of Directors at a time selected by Board for the purpose of electing Directors and transacting such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Board of Directors ("Board") shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient.

3.02 **Special Meetings.** Special meetings of the members may be called by the Board or upon the written request of members holding not less than twenty percent (20%) of the total votes for the membership. Such written request is to state the purpose or purposes of the meeting and to be delivered to the Board or the President.

3.03 **Place of Meetings.** The Board may designate any place in Spartanburg County, State of South Carolina, as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all members may designate and place, either within or without the State of South Carolina, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.04 **Notice of Meetings.** The Board shall cause written or printed notice of the time, place and purpose of all meetings of the members (whether annual or special) to be delivered, not less than fifteen (15) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his registered address, with first class postage thereon prepaid. Each member shall register with the Association such member's current mailing address for purposes of notice hereunder. If no address is registered with the Association, a member's Lot or property address within Johnson Fields Subdivision ("Subdivision") shall be deemed to be his registered address for purposes of notice hereunder.

3.05 **Quorum.** At any meeting of the members, the presence of members holding, or holders or proxies entitled to cast, more than ten percent (10%) of the total votes of each quorum is not present



at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the members as provided above. At the reconvened meeting, the presence of members holding, or holders of proxies entitled to cast, more than ten percent (10%) of the total votes of each class of membership shall again constitute a quorum for the transaction of business, with the members present though less than a quorum, being able to adjourn the meeting in order to obtain a quorum, and so from time to time thereafter until a quorum is obtained.

3.06 **Proxies.** At each meeting of the members, each member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by the designated member of record or that person's attorney thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The minutes of the meeting shall indicate whether the votes cast at the meeting were cast in person or by proxy.

3.07 **Votes.** With respect to each matter (except the election of the Board) submitted to a vote of the members, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the weighted vote appertaining to such member, as set forth in the Declaration. The affirmative members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption proportion as required by the Articles of Incorporation, these By-laws, the Declaration or South Carolina law. The election of Directors shall be by secret ballot. If a membership is jointly held all or any holders thereof may attend each meeting of the members but such holders must act unanimously to cast the votes relating to their joint membership.

3.08 **Waiver of Irregularities.** All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies and/or method of ascertaining members present shall be deemed waived if no objection thereto is made at the meetings.

3.09 **Informal Action by Members.** Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

## **ARTICLE IV**

### **BOARDS OF DIRECTORS**

4.01 **General Powers.** The property, affairs and business of the Association shall be managed by its Board. The Board may exercise all of the powers of the Association, whether derived from law, the Declaration or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation or these By-laws, or by the Declaration, vested solely in the members. The Board may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions and powers, or those of any officer, as are properly delegable.

4.02 **Number, Tenure, and Qualifications.** The maximum number of Directors of the Association shall be five (5) elected at the annual meeting of the members. The members shall elect a minimum of three (3) Directors to serve and shall operate as a Board if necessary. Each Board member shall be named on the Deed to lot or lots they represent. To serve as a Director, the member must be current on all annual fees and remain current. If any Director cannot maintain their status they must stepdown from the Board.

4.03 **Regular Meetings.** The regular annual meeting of the Board shall be held without other notice than this By-law immediately after, and at the same place as the annual meeting of the members. The Board may provide by resolution the time and place, within Spartanburg County, South Carolina, for the holding of such additional regular meetings without other notice than such resolution.

4.04 **Special Meetings.** Special meetings of Board may be called by or at the request of the President of the Association or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place, within Spartanburg County, South Carolina as the place for holding and special meeting of the Board called by such person or persons. Notice of any special meeting shall be given at least five (5) business days prior thereto by written notice delivered personally, or mailed to each Director at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with first class postage thereon prepared. Any Director may waive notice of a meeting.

4.05 **Quorum and Manner of Acting.** A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at any meetings at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board and individual Directors shall have no powers as such.

4.06 **Compensation.** No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however, that Directors may be reimbursed for expenses incurred in performance of their duties as a Director.

4.07 **Resignation and Removal.** A Director may resign at any time by delivering a written resignation to either the President of the Association or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed at any time for or without cause by the affirmative vote of more than fifty percent (50%) of the total votes of the Association or two thirds (2/3) of the Directors at a special meeting of the members duly called for such purpose and may be removed otherwise as provided by South Carolina law.

4.08 **Vacancies and Newly Created Directorships.** If vacancies shall occur in the Board by reasons of the death or resignation of a Director, or if the number of Directors shall be increased, the Directors then in office shall continue to act and such vacancies or newly created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any vacancies in the Board occurring by reason of the member's removal of a director may be filled by election of the members at the meeting at which such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Directorship, as the case may be.

4.09 **Nomination.** Nominations for election to the Board shall be made from the floor at the annual meeting.

4.10 **Election.** Election to the Board shall be by secret written ballot or by show of hands, as decided by the existing Board. At such elections the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

4.11 **Informal Action by Directors.** Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting of a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

4.12 **Powers.** The Board of Directors shall have power to:

- a) adopt and publish rules and regulations governing the use of the Common Areas/Common Properties and facilities, and the personal conduct of the members or their guests thereon, and to establish penalties for the infraction thereof;
- b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- e) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

4.13 **Duties.** It shall be the duty of the Board of Directors to operate consistently with adopted Mission Statement and Vision Statement and Covenants to:

- a) cause to be kept a record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c) as more fully provided in the Declaration, to:
  - 1) fix the amount of the annual assessment against each lot at least sixty (60) days in advance of each annual assessment period;
  - 2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - 3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against

the owner personally obligated to pay the same pursuant to and in accordance with the Declaration and any and all amendments thereto.

- d) Issue, or cause an appropriate officer to Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- g) Cause the Common Areas/Common Properties to be maintained.

## **ARTICLE V**

### **OFFICERS**

5.01 **Number.** The officers of the Association shall be a President, Vice President, Secretary, Treasurer and an alternate, and such other officers as may from time to time be appointed by the Board. Board will function as normal with only three (3) members. Three (3) will be a quorum.

5.02 **Election, Tenure and Qualifications.** The officers of the Association shall be chosen at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these By-Laws, whichever first occurs. No one person may hold more than one such office at any given time.

5.03 **Subordinate Officers.** The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority and perform such duties as the Board may from time to time determine. The Board may from time to time delegate their respective titles, terms of office, authorities and duties.

5.04 **The President.** The President shall preside at meetings of the Board and at meetings of the members. He shall sign on behalf of the Association all conveyances mortgages, documents and contracts and shall do and perform all other acts and things that the Board may require of him.

5.05 **The Vice President.** The Vice President, in the absence of the President, shall perform all functions required of the President.

5.06 **The Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these By-Laws, the Declaration or any resolution of the Board may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board may require of him.

5.07 **The Treasurer.** The Association shall hire and maintain a management company, and said management company shall act as the Treasurer for the Association and shall have all of the responsibilities, obligations and duties of the Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Director, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Board. It shall perform such other duties as the Board may require of it. The management company shall send monthly statements to the President and Treasurer for them to review and provide oversight.

## **ARTICLE VI**

### **COMMITTEES**

6.01 **Designation of Committees.** The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out duties, responsibilities, functions and powers. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as a committee members. Expenses must have prior approval by the board.

6.02 **Nature of Committees.** All committees shall act only in an advisory capacity to the Board of Directors and shall not have any power or authority to carry out any of the duties or responsibilities of the Board of Directors.

6.03 **Proceedings of Committees.** Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

6.04 **Quorum and Manner of Acting.** At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least two-thirds (2/3) of the authorized membership of such committee shall constitute a quorum for the transaction of business and the act of majority of the members present at any meeting at which quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee and the individual members thereof shall have no powers as such.

6.05 **Resignation and Removal.** Any member of any committee, designated hereunder by the Board may resign at any time by delivering a written resignation either to the President, the Board or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.06 **Vacancies.** If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

## ARTICLE VII

### INDEMNIFICATION

**7.01 Indemnification Against Association Actions or Indemnification Against Third Party Actions.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense of settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association. No indemnification shall be made in respect to any criminal act found to have merit against the Association, or any of its members, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper. Criminal acts include but are not limited to theft of association money or property.

**7.02 Determination.** To the extent that a Director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01 hereof, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by them in connection therewith. Any other indemnification under Section 7.01 hereof shall be made by the Association only upon a determination that indemnification of the Director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Section 7.01 hereof. Such determination shall be made either (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding or (ii) by the Members by the affirmative vote of at least fifty percent (50%) of the total votes of the Association at any meeting duly called for such purpose.

**7.03 Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in the Article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the Director or officer, to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

**7.04 Scope of Indemnification.** The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, By-Laws, agreements, vote of disinterested members or Directors or otherwise, both as to action in this official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Directors and officers of the Association and shall continue as to such persons who cease to be Directors or officers of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.05 **Insurance.** The Association will purchase and maintain insurance on behalf of any person who was or is a Director or officer of the Association, or who was or is serving at the request of the Association as a Director, officers, employee or agent of another corporation, entity or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of South Carolina as the same may hereafter be amended or modified.

7.06 **Payments and Premiums.** All indemnification payments made and all insurance premiums for insurance maintained pursuant to this Article shall constitute expenses of the Association and shall be paid with funds referred to in the Declaration.

## **ARTICLE VIII**

### **FISCAL YEAR, SEAL AND BOOKS AND RECORDS**

8.01 **Fiscal Year.** The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January each year and shall end on the 31<sup>st</sup> day of December next following.

8.02 **Seal.** The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of the incorporation, and the words "Corporate Seal".

8.03 **Books and Records.** The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE IX**

### **RULES AND REGULATIONS**

9.01 **Rules and Regulations.** The Board may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Common Areas/Common Properties to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of incorporation, the Declaration or these By-Laws. The Members shall be provided by the Board with copies of all amendments and revisions thereof.

## **ARTICLE X**

### **COLLECTING FROM MEMBERS FOR PAYMENT OF COMMON EXPENSES**

10.01 **Method of Collecting.** The manner of collecting from the members for the payment of the common expenses shall be as set forth in the Declaration of covenants.

**ARTICLE XI**

**AMENDMENTS**

11.01 **Amendments.** These By-Laws may be amended, at a regular or special meeting of the Directors, by a vote of two-thirds (2/3) of all Directors of the Association who are entitled to vote. Votes can be cast either in person or by proxy. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XII**

**DISSOLUTION**

12.01 **Dissolution.** Upon dissolution of the Association, any remaining assets of the corporation shall be distributed to its members.

**ARTICLE XIII**

**MISCELLANEOUS**

13.01 **Captions.** The captions and headings in this instrument are for convenience only and shall not be considered as controlling in constructing the provisions hereof.

13.02 **Gender, Tense, Number and Applicability of Definitions.** When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

13.03 **Severability.** If any provisions of these By-Laws or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a court of competent jurisdiction, such provision shall be complied with or enforced to the greatest extent permitted by law as determined by such court, and the remainder by these By-Laws and the application of such provision to other persons or circumstances shall not be affected thereby and shall continue to be complied with and enforced to the greatest extent permitted by law.



The foregoing are certified to be true and complete By-Laws of Johnson Fields Homeowners Association, Inc., as adopted by the Board of Directors as of January 15, 2015.

Frank T. Mc President

Jeff Riehl Vice President

Chris Fairman Jr Treasurer

Vacant Secretary

Vacant Alternate