

NORTH CAROLINA)
)
HENDERSON COUNTY) DECLARATIONS OF RESTRICTIONS
) AND PROTECTIVE COVENANTS
) FOR BRADFORD FARMS SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Stanfield Properties, a Florida Partnership, hereinafter referred to as "Declarant" or "Developer."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Henderson County, North Carolina, referred to as "Bradford Farms Subdivision", said property more particularly described as follows:

Being all that property as shown on plat dated August 24, 2000 by Laughter, Austin and Associates entitled "Bradford Farm Community" and recorded on February 21, 2001 in Plat Slide 3661 in the Office of the Register of Deeds for Henderson County, NC reference to which is hereby made for a more complete and accurate description by metes and bounds.

This property is conveyed SUBJECT to all rights of way and easements of record.

This property is conveyed SUBJECT to Henderson County valorem property taxes.

NOW THEREFORE, Declarant hereby declares that any and all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenant, 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 in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 2. "Properties" shall mean and refer to that real property hereinbefore described.

Section 3. "Lot" shall mean and refer to any plot of land which is a portion of Properties hereinbefore described.

Section 4. "Declarant" or "Developer" shall mean Stanfield Properties, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development.

Section 5. "Common Properties" shall be defined as the private road or roads designated on any subdivision plat recorded by Developer, or land given to the

Property Owners Association for common use by all lot owners. Bradford Heights Way shall be considered a private driveway. It's maintenance and upkeep shall be at the sole and equally divided expense of the lot owners using said roadway to access their lots.

ARTICLE II

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions to this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless a minimum of sixty five percent of the lot owners notify the County Clerk's office in writing, at least 180 days before any said expiration date, of their intention to discontinue these covenants. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment to this Declaration must be recorded with the County Clerk's office. The Developer may from time to time, make amendments, exceptions or grant variances to these covenants, if in their sole judgement it will further the best interest of the subdivision.

Section 4. Notices. Any notice required to be sent to any member or owner under the provision of these declarations shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or owner on the records of the Declarant or the Property Owners' Association at the time of such mailing.

Section 5. Enforcement Refusal or failure to abide by these covenants and decisions of the ARC and enforceable decisions approved by a sixty five percent majority of the Bradford Farms Property Owners Association shall be deemed a breach of these covenants and shall authorize any lot owner, the Property Owners Association or the Developer to proceed in a court of competent jurisdiction to obtain such protective orders and damages as are found to be appropriate under the circumstances then and there existing. Legal cost of enforcing these covenants will be at the expense of any lot owner found guilty of willful violation.

ARTICLE III

OTHER RESERVATIONS, EASEMENTS & RESTRICTIONS

Section 1. Utility Easements.

(a) A reservation or easement for right-of-way is made for Duke Power Company, its successors and assigns, the right, privilege and easement to go upon the lands to construct, maintain and operate in and upon and through said premises in a manner suitable to it with wires, lines, and other necessary apparatus and appliances for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon. The right to permit the attachment of and/or carry in conduit wires and cables or any other company or person, together with the right at all times to cut away and keep clear of said lines all trees and other obstructions that may in any way endanger the proper maintenance and operation of the same is also reserved.

(b) Reservation or easement is made to Southern Bell Telephone and Telegraph Company the right and privilege to go in and upon the said property to construct, maintain, and operate in, upon, and through premises, in a proper manner, with wires and other necessary apparatus and appliances, a line for communications, together with the right at all times to enter upon said premises for the purposes of inspecting said line and making necessary repairs and alteration thereon together with the right at all time times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

© The Declarant reserves the right to subject the real property to a contract with Duke Power Company for the installation of underground electric cables and/or the installation of street lighting either or both of which may require an initial payment and/or a continuing monthly payment to Duke Power Company by the owner of each lot. No rear yard lights shall be placed either by the Declarant or any lot owner without written consent of the adjoining lot owners and the Declarant.

(d) Reservation or easement is made for installation of underground wiring by cable television and Internet service provider company or companies as the Declarant or the Bradford Farms Property Owner's Association shall designate. Such designated cable television company or companies shall have the privilege to go in and upon the said property to construct, maintain, and operate in, upon, and through said premises, in a proper manner, with wires and other necessary apparatus and appliances, a line for cable television and Internet connection services together with the right at all times to enter upon said premises for the purposes of inspecting said line and making necessary repairs and alterations thereon together with the right at all times to cut away and keep clear of said line all tree roots and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

(e) There will be entrance signs, lights and road markings through out the community which will be owned, operated and maintained by the Bradford Farms Property Owners Association.

(e) Easements five (5) feet in width are reserved along the side lines for each lot and ten (10) feet in width along the rear lot lines for the installation and maintenance of other public utilities, and for drainage facilities. Lots

number 3 and 4 grant easements for placement of entrance signs and for underground electric wiring to provide lighting for said signs.

Section 2. Land Use and Building Type. No lot shall be used except for single-family residential purposes. All building and any changes shall be constructed in conformity with all laws, ordinances and regulations of Henderson County, North Carolina. No group or congregate living will be allowed in any residential dwelling, nor on any lot.

No trailer, mobile home, tent, shack, garage, or non approved modular home shall be erected or placed upon any lot, except as provided herein. Construction offices and constructions storage trailers are excepted from this section. They must be removed within thirty days of the issuance of a certificate of occupancy.

Section 3. Nuisances: Prohibitions. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No disabled or abandoned vehicles shall be permitted on any lot, nor shall major repairs be permitted upon any vehicle parked upon any lot.

All propane tanks or other similar storage receptacles shall be placed underground whenever practical. Trailers, motor homes, boats or other recreational vehicles, machines, equipment or other articles or conditions deemed unsightly by the Declarant shall be screened from view from any and all roadways and adjoining lots. In no event shall any truck with a capacity to carry in excess of one ton be kept on any lot.

No living tree greater than six (6") inches in diameter, measured four (4') above the ground, shall be cut without the express written permission of the ARC.

No hunting of wildlife or discharge of firearms, air or pellet guns, sling type weapons or bows and arrows shall be allowed within the subdivision. No motorcycles, recreational type vehicles, minibikes or motorized two or three wheel vehicles shall be allowed other than vehicles licensed to operate on public roadways and which are used exclusively for transportation purposes, and then only if legally operated, with it being stipulated that such vehicles shall be allowed to operate within the subdivision only upon the regularly platted roads thereof. All vehicles kept and operated within the subdivision shall have properly working mufflers, be insured and observe all traffic laws.

Home businesses will be allowed with the provision that they do not include customers coming into the subdivision, excessive pick ups or deliveries by commercial or private carriers, nor outside storage of any inventory, equipment or materials. Nor shall any sign identifying a commercial enterprise be displayed.

No swimming pool may be erected in front of a residence or closer than twenty (20) feet of any side lot line, and any swimming pool placed upon any lot shall be properly fenced in or enclosed in such a manner as not to cause a hazard. No pool shall be allowed in any place that would threaten the safety of any homes at lower elevations if it should fail to hold water. Above ground pools larger than a childs wading pool will not be allowed.

No excessive noise will be permitted that would inhibit, restrict or detract from the quiet enjoyment of the subdivision.

It is hereby acknowledged and accepted by the lot owners that the property of the Subdivision is located within a 2 mile radius of the Asheville Airport and that some

noise will be generated from that facility. By acceptance of a deed from the developer that all lot owners and their heirs and assigns accept this infringement of the noise restriction as set forth herein.

Section 4. Garbage and Refuse Disposal. Trash, garbage, or other waste shall not be kept outside except in sanitary containers. Containers may not be left on the side of the street overnight.

Section 5. Storing and Parking. No trade materials or inventories may be stored upon the premises and no trucks, boats, trailers, buses, self-motorized camping vehicles or tractors may be stored or regularly parked on the premises except in a garage, or well-screened enclosures. Under no circumstance are persons to be allowed to live in campers, motor homes, trailers or other non permanent facilities on any lot or roadway, nor may any services, such as water, electric or septic be provided.

Section 6. Sight Disturbance at Intersections. No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 7. Driveway. All driveways shall be constructed of concrete or asphalt. All driveways requiring culverts at the intersection to street as determined by the Declarant's engineer or any government agency shall be installed to the specifications of the North Carolina Department of Transportation and to the grade of the drainage ditch.

Section 8. Signs. No signs shall be displayed on any lot except one sign of not more than ten (10) square feet advertising that property for sale or rent. The Developer may use additional marketing signs, as reasonable and appropriate.

Section 9. Livestock, Poultry and Other Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except as follows: domesticated, non exotic household pets may be kept, provided they are not kept, bred, or maintained for any purposed other than as household pets. Kennel operations will not be permitted. A kennel is defined as housing for more than two dogs. Dogs must be kept in a house, dog run, or leashed at all times. Dogs must not be permitted to run unleashed through the Subdivision. No animal may be kept in an inhumane or unsanitary manner. The keeping of breeds of dogs considered to be attack dogs by the American Kennel Club, the insurance industry or by common public understanding is expressly prohibited. These are breeds such as, but not limited to pit bulls, mastiffs, rotweillers, Doberman pinchers and hybrid wolf mixed animals. In the event a dog has a litter of puppies, the litter shall be allowed to remain intact for up to 4 months from the date of the birth at which time the two dog restriction will be reinstated. Further, no creature living or dead that presents a health or safety risk to humans or other creatures or that constitutes a nuisance is to be brought to or allowed to remain on any lot. A variance may be granted to keep one horse on at least 4 ½ acres or 2 horses on at least 6 acres on multi lot properties. Any such lot or lots must provide a properly draining hot and cold weather water supply, a minimum dedicated pasture of 1 ½ acres per animal, a winter weather shelter meeting S.P.C.A. standards and approved by the ARC, and be kept in a sanitary manner so as not to disturb neighbors with noise, smells, insects or other nuisances. Such animals may not be ridden on any subdivision roadway, whether controlled by the Developer, Property Owners Association or the State of North Carolina. Failure to strictly comply with these requirements will result in the withdrawal of the granted variance.

Section 10. Lot Size. No lot shall be divided so as to be smaller than the lot size originally deeded by the Developer except as follows:

(a) The Developer may resize or reshape lots, adjust property lines or increase or decrease lot sizes prior to being sold to its first buyer.

(b) Adjoining properties may sell, exchange, trade or move property lines as suits their needs. No new lots may be created, nor will any obligations under these covenants end.

Section 11. Setbacks. The minimum front yard setback shall be sixty five (65) feet from the centerline of the road such lot fronts; the minimum side yard setback shall be twenty-five (25) feet; the minimum side street setback shall be sixty five (65) feet from the centerline of the side street; and the minimum rear yard setback shall be twenty-five (25) feet. No building shall be located on any lot nearer to the above specified front, rear, or side lines of such lot. Any lot located on any cul-de-sac within the subdivision shall have a front yard setback of sixty five (65) feet from the center point of the cul-de-sac.

Section 12. Accessory Buildings. Only two (2) accessory buildings may be constructed on a lot for each dwelling. Such accessory buildings must be accessory to residential uses and shall not be rented or occupied for gain. In no event may an accessory building be constructed upon a lot until the construction of the main dwelling has commenced and until a separate building permit has been issued. The accessory building shall have the same style and color roof shingle, and the same color, style and material for exterior siding, as the main dwelling on the lot. The dimensional requirements for all accessory buildings shall be as follows:

(a) Private Garages. A garage, whether attached or detached from the main dwelling, must be located on the lot in compliance with the minimum yard setbacks contained in Article III, Section 11 of these restrictions. Each residence shall be required to have at least a two-car garage attached to the main dwelling, but may also have one additional garage detached from the main dwelling.

(b) Non-Garage accessory Building. Non-Garage accessory buildings shall not be erected in any front or side yard or within sixty five (65) feet of any street centerline or closer to any of the rear lot lines than the distance required for the side yard. Non-Garage accessory buildings shall not exceed seven hundred (700) square feet in size and the roof shall not project more than two (2) feet beyond the line of any side wall. The building may adjoin or be separated from the main dwelling.

Section 13. Dwelling Size. No one story dwelling shall be permitted on any lot unless it contains at least two thousand three hundred (2300) square feet of heated and/or air conditioned floor space, exclusive of any heated and/or air conditioned attics or basement. No two story dwelling shall be permitted on any lot unless it contains at least two thousand three hundred (2300) square feet with one thousand six hundred and fifty (1650) square feet on the first floor, overall of heated and/or air conditioned floor space. The ARC may, in its sole discretion, allow variances with respect to the limits imposed by this Section up to 10%, as it may deem appropriate. The primary goal will be to assure homes built in this community conform to the overall design style and size.

Section 14. Height of Buildings. The maximum height of buildings shall be fifty two (52) feet for a single family dwelling measured from the ground floor

level. Garage accessory buildings shall not exceed fourteen (14) feet in height. Non-Garage accessory buildings shall not exceed fourteen (14) feet in height. The ARC may, in its sole discretion, allow variances with respect to the limitations imposed by this Sections as it may deem appropriate. These height limits may be exceeded by chimneys, flag poles, and roof-mounted antennae, provided the roof antennae rise no more than five feet (5) above the highest point of the roof.

Section 15. Satellite Antennas. No satellite dish larger than thirty (30) inches shall be located on any lot. Such antennas must be placed out of sight as possible. Separate reception or transmission towers for television or radio will not be allowed.

Section 16. Limitations of Access. The private roadways shall not be used to provide access to any property except the lots within Bradford Farms, unless otherwise agreed to by the Developer. Until such time as subdivision roadways are taken over by the Bradford Farms Property Owners Association or the North Carolina Department of Transportation maintenance will be as arranged for and agreed to by individual lot owners. Should the roadways become Common Property of the Property Owners Association fees, taxes, costs, repairs, assessments and other unspecified charges will be shared equally by all lot owners. Bradford Heights Way is excluded from this provision, as it will be considered a private driveway for the use and benefit of the lot owners using it for access their lots. The 60 foot right of way for future development, shown on Plat Slide 3661 that lies directly to the north of Lot 1 is exempt from the provision.

Section 17. Property Abutting Right of Ways. The owners of any lot shall keep the grass cut and shrubs trimmed on the area of the lot adjacent to roadways. In the event the owner of such lot fails to keep this area maintained as required, the Developer or the Property Owner's Association may have the required work done. The expense incurred for such work shall be added to the annual assessment provided for in Article IV below, due from each such lot owner.

Section 18. Fences. No fence shall be closer to the road than the building setback line required herein. Solid or chain-link fencing will not be installed on any lot, without a variance from the ARC. Rear yard fences shall not exceed seventy two (72") inches in height. Spikes, barbed or security type wire is prohibited.

ARTICLE IV

PROPERTY OWNERS ASSOCIATION

Section 1. Association. A property owners' association known as "Bradford Farms Property Owners Association" shall be established upon sixty-five percent (65%) of the lots being sold by the Declarant. The Association shall operate initially as an unincorporated Association, but may later be organized as a non-profit Corporation as the members may determine by majority vote.

Section 2. Membership. Every person or entity who purchases any lot in Bradford Farms shall be a member of the Property Owners Association, provided that any such person or entity who holds such ownership or interest merely as a security for the performance of an obligation shall not be a member.

Section 3. Voting. There shall be one class of voting membership in

the Association. Voting members shall be all those members who hold the title to a lot in Bradford Farms. When more than one person hold such interest in any lot, all such persons shall be members and shall be entitled to only one vote which the joint owners shall exercise as they among themselves determine. Members may cast one vote for each separate lot they own.

Section 4. Common Properties. Every property owner shall have a right of enjoyment in and to any common properties provided by the Declarant or the Property Owners Association and the private roads currently located on the Properties.

The Declarant may at any time, allocate and assign such functions and responsibilities to the Bradford Farms Property Owners Association pertaining to the maintenance and operation of any common properties, including private roadways, or any part thereof as the Declarant considers appropriate and conducive to the welfare and efficiency of the property owners in Bradford Farms.

Section 5. Annual and Special Assessments. Each property owner, by acceptance of a conveyance of a lot within Bradford Farms, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay:

- (a) Annual assessments or charges;
- (b) Special assessments for capital improvements, including repair and maintenance of the private roads defined as "common properties" above, such assessments to be fixed, established, and collected from time to time as hereinafter provided.
- (c) Special assessments for landscaping, street lights, street signs, entry signs, or maintenance of any common property.
- (d) No special assessments will be charged until the developer sells sixty-five percent (65%) of the lots to owners and an association is formed.

The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be charged on the land and shall be a continuing lien upon the property against which assessment is made as hereinafter set out.

The assessments, annual and special, as aforesaid, shall be for the purpose of the improvement, maintenance, utility charges, services and facilities relating to any common properties, including, but not limited to, the payment of taxes on the common areas and facilities in Bradford Farms, maintaining the private road currently located on the Properties, and in general provide those services important to the development and preservation of an attractive community appearance and for the privacy and general safety of all home sites. No service will be provided by the developer that is not specifically contracted for and granted. Specifically, ice and snow removal from roadways will be the responsibility of lot owners.

Section 6. Amount of Assessments. The annual assessments shall be \$100.00 per lot. The amount of this assessment may, after consideration of current maintenance costs and future needs, be reduced for any year. Any increase in the annual assessment shall have the assent of two-thirds majority of the members of the Property Owners Association who vote, whether in person or by proxy at a meeting duly called for

this purpose, and written notice of which shall be sent to all members at least 15 days in advance and shall set forth the purpose of the meeting. At such meeting, members present or proxies shall constitute a quorum.

The annual assessments provided for herein shall be on a calendar-year basis per lot, and is due from each lot owner at the start of each calendar year. Annual assessments shall be payable in advance and shall not be adjusted where ownership is changed during the year. Fees will not be refunded to lot owners selling during the year.

In addition to the annual assessments, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the costs of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the common properties, provided any such assessment shall have the assent of two-thirds majority of the votes of all members of the association who vote 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 15 days in advance and shall set forth the purpose of the meeting.

Section 7. Roster. The Association shall prepare and maintain a roster of all members and assessments applicable thereto which roster shall be accessible to all members of the Association on request.

Section 8. Non-Payment of Assessments. If the assessments, either annual or special, are not paid when due, then such assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, become a continuing lien on the property, in the hands of the owner, his heirs, and assigns. The personal obligation of the owner to pay such assessment, however, shall remain his personal obligation for the statutory period provided by law and shall not pass to his successors in title unless expressly assumed by them. The Property Owners Association (or the Declarant, if no such Property Owners Association has been organized) may bring an action a law against the owner personally obligated to pay the same or to foreclose the lien against the property.

Section 9. Priority of Lien. The lien of the assessments provided for in this Article shall be prior to and superior to all other liens except only ad valorem taxes and/or all sums unpaid on a first mortgage or deed of trust to secure a debt of record. The sale or transfer of any lot shall not affect the assessments lien; provided, however, that the sale or transfer of any lot pursuant to the foreclosure of a first mortgage thereon shall extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exemption From Assessment. There shall be exempted from the charge and liens created here in all properties on which there is any easement or dedication to any public authority or for public use, upon all common property and all property held by the Developer for sale.

Section 11. Collection of Assessments. Annual assessments as herein provided may be collected and disbursed for the purposes aforesaid by the Declarant until such time as the common properties are turned over to the Association as hereinbefore provided. All special assessments shall be levied, collected, and disbursed by the Association.

Section 12. Certificate of Payment of Assessment. Upon the request of any lot owner, the Association shall issue a statement indicating the total amount of dues owed, if any, on the owner's lot, for the current year as well as any previous years. Such statement shall be binding on the Association with respect to third parties who purchase a particular lot in reliance of the statement issued by the Association.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE (ARC)

Section 1. Committee. There shall be established for Bradford Farms an Architectural Review Committee.

Section 2. Membership. The membership of the Bradford Farms ARC shall consist of Stanfield Properties as the initial members, who shall serve for an initial term of three (3) years. The initial members, at their sole discretion, may appoint a successor or successors to finish out any remaining portion of the initial three (3) year term. The ARC may consist of one or more person, each of whom must own at least one Bradford Farms subdivision lot.

At the expiration of the initial three (3) year term, a new membership shall be appointed to the Bradford Farms ARC in the following manner:

(a) If Declarant owns more than seven (7) lots of Properties at such time, the Declarant or his assigns shall have the exclusive authority to appoint the new member or members to the ARC. Such new members shall serve upon the same terms and conditions as the initial member.

(b) If Declarant owns less than seven (7) lots of the Properties at such time, the Bradford Farms Property Owners Association may appoint a new member or members to the ARC upon terms and conditions as seem best to the Property Owners' Association.

Section 3. Duties and Rights. No building, fence, wall, accessory building, mail box and their posts or other structure shall be erected, placed, moved or altered on any lot until the proposed building plans, specifications and plot plans showing the proposed location of such building or structure, drives, parking areas, wall or fence shall have been approved in writing by the ARC as to the harmony of the external design with the natural surroundings, and compliance with any applicable restrictions contained within this Declaration. No alterations may be made in such plans after approval by the ARC is given except by and with written consent of the ARC. No alteration in the exterior appearance of any building or structure shall be made without like approval by the ARC. One copy of plans, specifications, plot plans and related data shall be furnished to the ARC for its records.

It is understood that the purpose of the ARC is to approve or disapprove of improvements to any lot based in part on aesthetics, and as a result, individual taste shall be a factor. This is as it should be, and each party who acquires a lot in Bradford Farms does so recognizing this and consents to such control. The determination of the ARC in matters provided for here is final and binding.

Section 4. Areas of Responsibility The ARC must approve all building prior to commencement of construction. Such approval shall extend to exterior elevations, design, style, veneer, colors, building materials and placement of all structures. A

covered, full masonry foundation is required. Log, shingle, oiled or stained wood and vinyl siding exteriors are discouraged and will only be allowed under extraordinary circumstances.

It is the intent of this section to insure a uniform, aesthetically pleasing community without the use of garish colors, strange or unusual designs or finishes that degrade over a short periods of time.

As the ARC serves without pay, it shall not be liable to lot owners for any mistake of judgement, whether due to negligence or otherwise. Should a committee member be thought guilty of misconduct, a vote to replace the member may be brought by the lot owners. If a simple majority vote is cast to replace the member, it will be so done.

Any approval by the ARC does not prevent the applicant from still being required to comply with all applicable county, state and federal laws, codes, ordinances, rules, directives and good building protocol.

Section 5. Building Requirements Once construction has been approved in all respects and commenced on a lot, it shall proceed diligently to completion. The owner of the lot is responsible for maintaining a neat, safe, clean and orderly construction site. Construction work will be allowed from 8:00 AM to 6:00 PM Monday through Saturday. Work within enclosed structures, without noise to the outside, will be exempt from this section. Drinking of alcoholic beverages, playing of loud music and unleashed and unmuzzled dogs shall be prohibited on all construction sites.

Cleanup of all construction sites will be completed within fifteen (15) days of issuance of a certificate of occupancy by Henderson County. Repair of any damage done to subdivision roads by workmen or delivery of services or material supplies will be the responsibility of the lot owner, and must be done in a timely manner.

Landscaping will be completed as soon as practical and reasonably possible. Prior to completion of landscape work, it will be the lot owners responsibility to mow the lot when needed and keep the lot free from debris, pests and nuisances and generally maintain the lot at a level that does not detract from the community

IN WITNESS WHEREOF, Stanfield Properties, a Florida Partnership has caused this instrument to be signed for its partnership, by a duly authorized partner, the day and year first above written, this the 6th day of March, 2001.

Stanfield Properties, a Florida Partnership

Herb Stanfield Partner
HERB STANFIELD

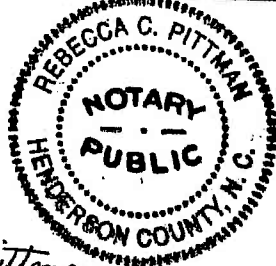
NORTH CAROLINA
HENDERSON COUNTY

I, Rebecca C Pittman being a Notary Public of the County and State aforesaid, certify that Herb Stanfield, Partner personally came before me this day and acknowledged that he is a partner of Stanfield Properties, a Florida partnership, and that he can and does sign the foregoing instrument.

Witness my hand and official stamp or seal, this the 6 day of March, 2001.

Rebecca C. Pittman
Notary Public

My commission expires: April 8, 2005



The foregoing certificate(s) of Rebecca C. Pittman, a Notary Public is/~~are~~ certified to be correct. This instrument is presented for registration and recording in this office this the 7 day of March, 2001, at 11:50 A. M, and recorded in Deed Book 1054, at Page 112.

Kiana W. Moles
Register of Deeds

(Assistant)

(Deputy)

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON
AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS OF BRADFORD FARMS SUBDIVISION

THIS AMENDMENT, made and entered into this the 29 th day of April, 2002, by Stanfield Properties, a Florida partnership, hereinafter referred to as Declarant;

WITNESSETH:

WHEREAS by documents recorded in Deed Book 1054, page 112 dated 7 March, 2001, the Declarant, Stanfield Properties is the developer of Bradford Farms subdivision; and,

WHEREAS the recorded Declaration of Restrictions and Protective Covenants set out restrictions on certain conduct in the Bradford Farms Subdivision are established as Exhibit A, incorporated in the Declaration; and

WHEREAS in Article 2, Section 3 of the Declaration, the Declarant reserved the right to amend said document; and

WHEREAS in addressing practical application of land uses, as described in Exhibit A, it is now necessary to amend a specific limitation in said document;

NOW THEREFORE, the Declaration of Restrictions and Protective Covenants of Bradford Farms Subdivision is hereby amended to change Article 3, Section 9 as follows; The sentence stating that " A variance may be granted to keep one horse on at least 4 ½ acres or 2 horses on at least 6 acres on multi lot properties " is hereby amended to read " A variance may be granted to keep one horse on at least 4 ½ acres or 2 horses on at least 5 ½ acres on multi lot properties."

This amendment in no way affects any other article of the aforementioned Declaration, and the Declarant herein ratifies the balance of the said Declaration.

IN WITNESS WHEREOF, the declarant has caused this instrument to be executed by a duly authorized partner on the day and the year first above written.

STANFIELD PROPERTIES, a Florida partnership

BY: H.B. Stanfield

H.B. Stanfield, a General Partner

ATTEST: Connie B. Stanfield

Connie B. Stanfield, a General Partner

→ Nail