



This document presented and filed:  
09/04/2020 10:21:40 AM

WILLIAM LEE KING, Henderson COUNTY, NC

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| NORTH CAROLINA   | ) | <b>AMENDMENT TO DECLARATIONS OF<br/>RESTRICTIONS AND PROTECTIVE COVENANTS<br/>FOR BRADFORD FARMS SUBDIVISION</b> |
|                  | ) |  |
| HENDERSON COUNTY | ) |  |

THIS AMENDMENT, made and entered into this the 4 th day of Sept, 2020, by The Bradford Farm Property Owners Association, a North Carolina LLC, hereinafter referred to as BFPOA;

WITNESSETH:

WHEREAS by documents recorded in Deed Book 1054, page 112 dated 7 March, 2001, the BFPOA , represents the wishes of the 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 BFPOA reserved the right to amend said document;

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, as follows; Added

Section 19. Rental of Homes in Bradford Farms. No home or other improvement, will be rented, leased or given to a tenant for any time period of less than one hundred eighty days without the express written permission of the full Board of Directors, nor shall any property owner advertise for or solicit rentals for any period of less than one hundred eighty days. This is not to be understood as concerning relatives, close by blood or marriage, nor transactions involving timing of property sales inside the community between buyer and seller. This does not in any way allow for more than or other than single family residential use of any lot inside Bradford Farms sub-division. Subletting of any property by a non-owner would not be allowed.

Any property owner shall provide any lessee with a current copy of these Restrictions and Protective Covenants, and any lease or rental agreement or other such contract shall specify substantial failure to comply with this document will be sufficient cause to terminate said agreement and evict any and all lease holders without further notice. Said lessor and lessee shall be jointly liable for any legal costs in enforcing this restriction and lien(s) may be filed on any offending lot, plus cost of collection and compounding interest at maximum allowed rate by law. Using any property falling under the DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS OF BRADFORD FARM SUBDIVISION for rentals of less than one hundred eighty days, other than as allowed above, will subject the property owner(s) to a fine for each day the property is so rented or given. Said fine will not exceed Two Hundred dollars per day, without limit. Non payment will result in a lien being placed against the property, as allowed by North Carolina statutes.

This amendment in no way affects any other article of the aforementioned Declaration, and the BFPOA herein ratifies the balance of the said Declaration, without preference, exemption or exception to any property, commonly referred to as being "grand-fathered".

IN WITNESS WHEREOF, the BFPOA has caused this instrument to be executed by a duly authorized officer of the Board of Directors on the day and the year first above written.

Bradford Property Owner's Association, a North Carolina LLC

Connie Stanfield, Board of Director, Secretary Treasurer

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON <sup>Buncombe</sup>

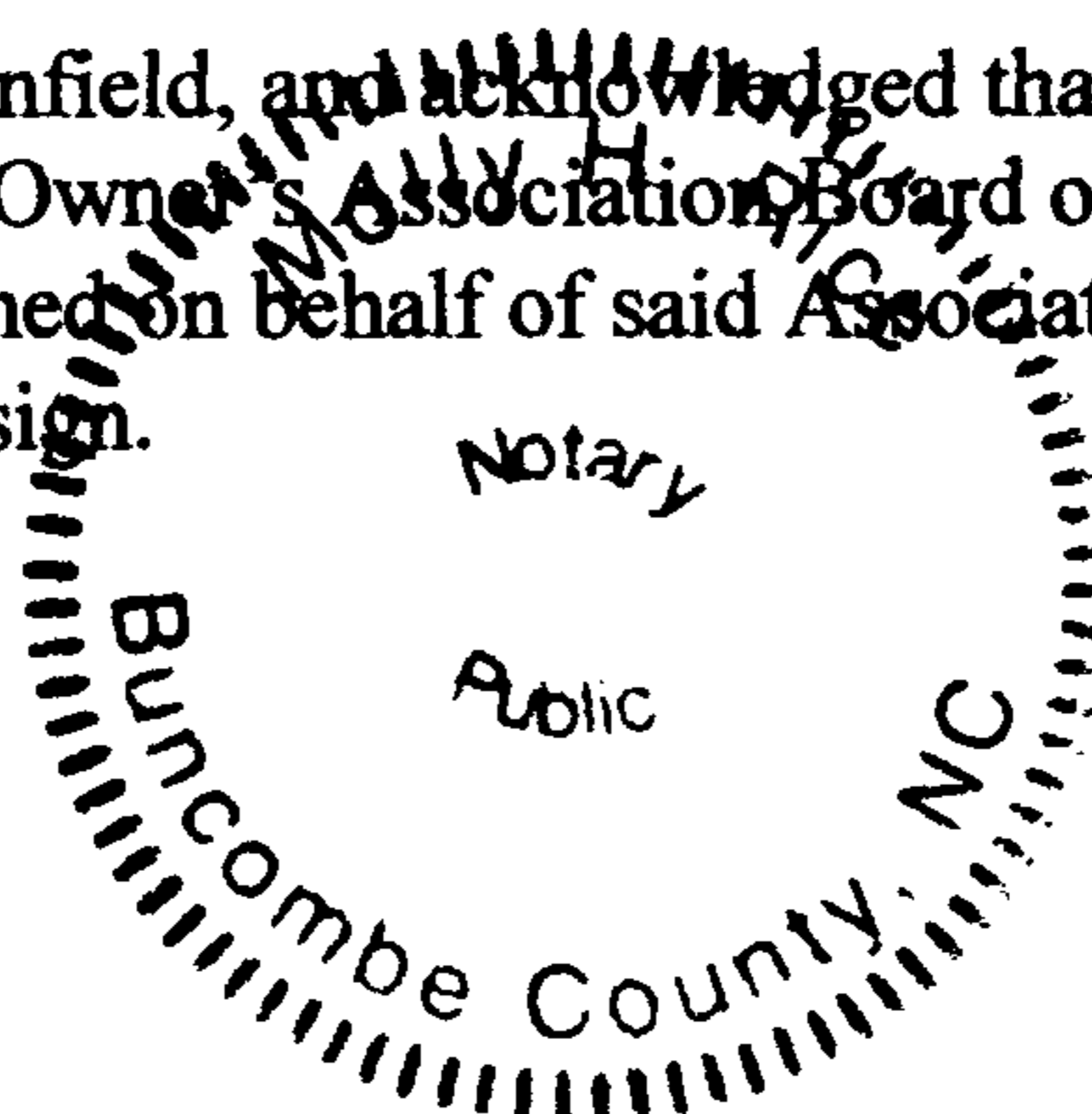
Personally came before me this day Connie Stanfield, and acknowledged that she is Secretary Treasurer and an elected member of the Bradford Farm Property Owner's Association Board of Directors and that she has executed this instrument in writing and has signed on behalf of said Association and that she is authorized by the Board of Directors of the Association to so sign.

This the <sup>th</sup> 4<sup>th</sup> day of September, 2020

*[Handwritten Signature]*

Notary Public

My commission expires 9.30.22



NOTHING MAY BE INSERTED BELOW THIS POINT