

Workflow No. 0000179293-0001

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Fee Amt: \$26.00 Page 1 of 9
Workflow# 0000179293-0001
Buncombe County, NC
Drew Relsinger Register of Deeds
BK 5128 PG 1577-1585

Please return to Erin F. Dunnuck, Esq., Dunnuck Law Firm, P.L.L.C., P.O. Box 2156, Asheville, North Carolina 28802

References: Book 4487, Page 671
Book 4734, Page 1697
Book 4566, Page 519
Book 5102, Page 1815

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE
VILLAGE AT BRADLEY BRANCH CONDOMINIUMS**

THIS AMENDMENT made this 11 day of July, 2013 by the
Village at Bradley Branch Condominium Association, Inc., a North Carolina non-profit
corporation;

WHEREAS, Village at Bradley Branch Condominium Association, Inc.,
("Association") is the association of unit owners at Village at Bradley Branch
Condominium located in Buncombe County, North Carolina; and

WHEREAS, the Association is subject to Declaration of Condominium for the
Village at Bradley Branch Condominiums ("Declaration"), as amended, recorded in the
Buncombe County Registry of Deeds in Deed Book 4487 at Page 671; and

WHEREAS, in accordance with the provisions of Article VX of the Declaration
and Section 47C-2-117 of the Condominium Act, owners of units to which at least sixty-
seven percent (67%) of the votes are allocated voted in favor of the adoption of this
amendment; and

NOW THEREFORE, the Declaration of Condominium for the Village at Bradley
Branch Condominiums is hereby amended as follows:

Article XVI of the Declaration is hereby deleted in its entirety and is hereby replaced
with the following Article XVI:

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ARTICLE XVI

LEASES AND SALES

In order to assure a community of congenial Owners and thus protect the value of the Units, the sale or leasing of a Unit by an Owner shall be subject to the following provisions so long as the Condominium shall be governed in accordance with the terms and conditions of the Declaration and the North Carolina Condominium Act.

16.1 Limitations on Renting and Leasing of Units. "Leasing" for purposes of this Declaration is defined as regular occupancy of a Unit by any person other than the Owner for which the Owner receives any consideration or benefit, including a fee, service, gratuity or emolument.

(a) Purpose of Amendment. The purpose of this Amendment is (i) to protect the equity of the individual unit owners in the Association, (ii) to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a residential community of owner-occupied units and by preventing the Condominium from assuming the character of a renter-occupied apartment complex, and (iii) to comply with the eligibility requirements for financing in the secondary mortgage market in so far as such criteria provide that the Condominium shall be substantially owner-occupied.

(b) Conditions. With limited exceptions, no more than ten (10) Units at Village at Bradley Branch Condominium may be leased at any time. All Units may be leased only in their entirety; no fraction or portion may be leased. No transient tenants shall be permitted. All leases must be for a term of not less than one (1) year, unless permitted in writing by the Board of Directors which permission is in the sole discretion of the Board. No Units may be subleased. A lease-to-purchase arrangement is prohibited by this Amendment unless the Board of Directors reviews the contract and provides prior written approval of the arrangement.

All leases, lessors and lessees are subject to the provisions of the Declaration, Bylaws, and Rules and Regulations. The Unit Owners shall make available to the tenant copies of the Declaration, Bylaws, and Rules and Regulations.

All Unit Owners shall register any and all changes in the status of a rental/leased Unit, including vacancies and the renewal of leases, with the Association, within fourteen (14) days of any change.

All Unit Owners (except Investor Owners) shall abide by the following procedures prior to leasing their unit:

1. Before a unit can be leased at Village at Bradley Branch Condominium, Unit Owners shall present a completed Request to Lease Form to the Board of Directors, or their designated representative, for approval.

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2. Upon receipt of a Request to Lease Form, the Board of Directors shall determine the number of units leased at that time and shall not approve any Request to Lease Form which causes the number of units leased to exceed the maximum number of ten (10). The Board shall give notice of its action to the Owner within ten (10) business days of receiving the request.
3. If the Board, or their designated representative, has approved a Unit Owner's Request to Lease Form, the Unit Owner may start the process of leasing its unit. At least fifteen (15) days before the effective date of such proposed lease, the Unit Owner shall present the lease to the Board of Directors, or their designated representative, for approval. The Board, or their designated representative, shall give the Owner notice of whether the proposed lease is approved within ten (10) business days of receiving the request.
4. If a Unit Owner presents a Request to Lease Form and the maximum ten (10) units are already leased and the Unit Owner does not qualify for an undue hardship exemption as explained below, the Unit Owner can request that the Board of Directors place the unit on the Lease Waiting List. A request to be placed on the Lease Waiting List must be in writing and delivered or mailed to the Board or its designated representative. The Lease Waiting List shall be developed on a "first come, first serve" basis, to be determined by the postmark on the envelope in which the request has been mailed or, if hand delivered, the date it is received by the Board or its designated representative.
5. If a lessee's occupancy of one of the ten (10) leased units ends, the Unit Owner of said unit may replace the lessee within ninety (90) days of (i) the date of the termination of the lease or, (ii) the date the Lessee moves out of the premises, if said move is greater than one (1) month prior to the termination of the lease. If the Unit Owner fails to replace the lessee of said unit within ninety (90) days, the Unit Owner shall forfeit his ability to lease at the end of the ninety (90) days and the Unit Owner's name will be placed at the bottom of the Lease Waiting List. After a Unit Owner loses its leasing privileges for a unit, the Board shall promptly notify the Unit Owner at the beginning of the Lease Waiting List of the availability.

The Association recognizes that thirteen (13) units are leased at the time of recording this Amendment. For the purposes of this Amendment, "Investor-Owners" shall be Owners that are currently leasing one (1) of the thirteen (13) units at the time of recording this Amendment. Investor-Owners are further explained below.

The Board of Directors of the Association has the authority to promulgate Rules and Regulations related to this Amendment. The Association may require that Unit Owners and tenants execute a document acknowledging this Amendment to the Declaration or other related forms.

(c) Hardship Exemption. The Board shall have the option in its sole discretion to allow leasing of a unit at any time to avoid undue hardship. If the Board determines that it is appropriate to grant an Owner a hardship exemption, the Owner shall be allowed to lease the unit for a period of one (1) year. The Owner of a unit who believes that leasing is necessary to avoid undue hardship shall make written application to the Board for approval

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at least fifteen (15) days before the effective date of such proposed lease setting forth the pertinent circumstances and giving other notice as required herein. Circumstances which the Board may determine to impose undue hardship may include, by way of example but not limitation, (i) where a Unit Owner must relocate and cannot sell the unit within ninety (90) days from the date the unit was placed on the market, for at least the current appraised market value, having made reasonable efforts to do so; (ii) the death of the Owner when the Estate's representative makes a request to lease; and (iii) where the Owner is required by his or her employer to relocate temporarily, and intends to return to reside in the unit. The Board shall approve or disapprove the lease pursuant to the terms of the Declaration as amended, and shall give notice of its action to the Owner within ten (10) business days of receiving the request.

If the Board has granted an Owner a hardship exemption and the Owner of a unit still believes that leasing the unit is necessary to avoid undue hardship after the initial one (1) year period has passed, the Owner shall make written application to the Board for an extension for another year.

(d) Unit Occupied by Family Member. If a Unit Owner's family member, but not the Unit Owner, intends to occupy a unit, the unit might not be considered "leased" under this Declaration. The Unit Owner shall present the Board with proof that a family member intends to occupy the unit. The Board will designate a party to confirm family status and promptly report their findings to the Board. If the Board determines that there is sufficient evidence of family status, the unit will not be considered "leased" for purposes of this Declaration.

(e) Investor-Owner. The Association recognizes that thirteen (13) units are leased at the time of recording this Amendment. For the purposes of this Amendment, "Investor-Owners" shall be Owners that are currently leasing one of the thirteen (13) Units at the time of recording this Amendment. The Investor-Owners are identified in the document attached to this Amendment as Exhibit "A". If there is any change in the thirteen (13) Investor-Owners between the drafting of this document and the recording of this document, the record owner(s) at the time this Amendment is recorded in the Buncombe County Registry of Deeds of the units specified in Exhibit "A" are considered the Investor-Owners.

The Investor-Owners' units are considered "grandfathered in" and the current Investor-Owners may continue to lease the thirteen (13) units provided that each of the Investor-Owners of the thirteen (13) leased units abide by Article XVI of the Declaration and properly register their Unit with the Association. Investor-Owners are not required to present the Board of Directors with a proposed lease prior to leasing their unit. Investor-Owners will not lose leasing privileges if more than ten (10) units are leased and Investor-Owners will not lose leasing privileges if the tenant is not replaced within ninety (90) days. However, if there is any change in the current record owner(s) in the Buncombe County Registry of Deeds of the thirteen (13) units or if the Owners identified in Exhibit "A"'s interest in the unit passes through an Estate or Trust, the Investor-Owners' right to lease that particular unit shall immediately terminate.

The new record owner(s) of that particular unit will not have these Investor-Owners' rights and will have to present the lease to the Board of Directors, or their designated representative, for approval prior to entering into a lease of the unit as previously explained. If the unit is leased when the change in the record owner occurs, the Board of Directors may in its discretion allow the current lessee to remain in the leased unit through the duration of the lease but the lease cannot be renewed without written approval from the Board of Directors.

The Investor-Owners shall register rental/leased units with the Association within fourteen (14) days of the recording of this Amendment with the Buncombe County Registry of Deeds. In order to properly register a rental/leased unit with the Association, the Investor-Owners of a rental/leased unit must provide the Association, through the Board of Directors, or their designated representative, the name(s) of the tenants in the rental/leased unit, a telephone number by which the tenant(s) may be contacted by the Association if the need arises and the term (duration) of the lease. The Investor-Owners shall register any and all changes in the status of a rental/leased unit, including vacancies and new tenants, with the Association within fourteen (14) days. The Association may terminate the Investor-Owners' leasing privileges, after providing notice and an opportunity to be heard, if the Investor-Owners fail to comply with this Article.

(f) Penalty. The failure of any Unit Owner to comply with this Article shall be considered a violation of the Declaration. The Association may, after providing the Unit Owner with notice and opportunity to be heard, impose fines up to one hundred dollars (\$100.00) a day pursuant to N.C.G.S. 47C-3-107.1 for such a violation.

16.2 Restriction Against Multiple Units being owned by a Single Entity

A single entity is restricted from owning more than one Unit at Village at Bradley Branch Condominium. A "single entity" for purposes of this Declaration includes an individual, investor group, partnership or corporation. Therefore, after the recording of this amendment, if John Doe owns Unit 1 at Village at Bradley Branch Condominium, John Doe is prohibited from purchasing Unit 2. If John Doe owns Unit 1 at Village at Bradley Branch Condominium, this amendment does not prohibit a corporate entity, Investors, LLC, in which John Doe is a member manager, from purchasing Unit 2. If John Doe and Jane Doe both own Unit 1 at Village at Bradley Branch Condominium, Jane Doe is prohibited from purchasing Unit 2 individually.

(a) Purpose of Amendment. The purpose of this Amendment is (i) to protect the equity of the individual unit owners in the Association, (ii) to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a residential community of owner-occupied homes, and (iii) to comply with the eligibility requirements for financing in the secondary mortgage market in so far as such criteria provide that not more than ten percent (10%) of units shall be owned by a single entity.

(b) Multiple Unit Owners. Although it is the Association's objective that no single entity own multiple units at Village at Bradley Branch Condominium, the

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Association recognizes that three (3) Owners own two (2) or more units at the time of recording this Amendment. For the purposes of this Amendment, the three (3) "Multiple Unit Owners" shall be the Owners that own two (2) or more units at the time of recording this Amendment. The Multiple Unit Owners are identified on Exhibit "B" to this Amendment. The Multiple Unit Owners are considered "grandfathered in" and the Multiple Unit Owners will not be considered in violation of this Article by ownership of these specific units. However, if there is any change in the current record owners in the Buncombe County Registry of Deeds of any of the units owned by the Multiple Unit Owners, the Multiple Unit Owners' right to own multiple units for that specific unit shall immediately terminate and the Multiple Unit Owners will be considered in violation of this Article. The Multiple Unit Owner is prohibited from purchasing additional units at Village at Bradley Branch Condominium.

(c) Penalty. The failure of any Unit Owner to comply with this Article shall be considered a violation of the Declaration. The Association may, after providing the Unit Owner with notice and opportunity to be heard, impose fines up to one hundred dollars (\$100.00) a day pursuant to N.C.G.S. 47C-3-107.1 for such a violation.

Article VX, Section 15.1 of the Declaration is hereby deleted in its entirety and is hereby replaced with the following Article VX, Section 15.1:

ARTICLE VX

15.1. Amendments to Declaration. This Declaration may be amended only by affirmative vote of or written agreement signed by Unit Owners of Units to which at least Sixty Seven Percent (67%) of the votes in the Association are allocated. The procedure for amendment shall follow the procedure set forth in Section 47C-2-117 of the Condominium Act. No amendment shall become effective until recorded in the office of the Register of Deeds of Buncombe County, North Carolina.

IN WITNESS WHEREOF, the undersigned officers of Village at Bradley Branch Condominium Association, Inc. hereby certify that the above amendments to the Declaration of Condominium for the Village at Bradley Branch Condominiums are duly adopted by the Association and its membership in accordance with and pursuant to the Declaration of Condominium for the Village at Bradley Branch Condominiums.

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This 22 day of July, 2013

Village at Bradley Branch Condominium Association, Inc.

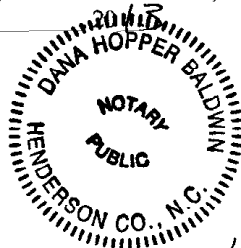
by: Bradley Branch
President

Attest: [Signature]
Secretary

NORTH CAROLINA
BUNCOMBE COUNTY

I Dana Hopper Baldwin Notary Public for said County and State, certify that Brenda Mills / Sumner personally came before me this day and acknowledged that he is Secretary of Village at Bradley Branch Condominium Association, Inc., a nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by himself as its Secretary.

Witness my hand and official seal, this the 22nd day of July



Dana Hopper Baldwin
[Signature]
Notary Public

My commission expires 5/18/2018

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Exhibit A

Investor-Owners

Nilda Gavidia Stafford
Nilda Fajardo de Gavidia
Ricardo Gavidia Reynaud
47 Lilac Fields Way

DanGilby, LLC
#135 Sunny Meadows Blvd

DanGilby, LLC
#141 Sunny Meadows Blvd

Sherri Beane
Summer Covington
53 Lilac Fields Way

Rodney Lawing
#63 Lilac Fields Way

Thomas Kilpatrick
Loretta Kilpatrick
#64 Lilac Fields Way

Rodney Lawing
#65 Lilac Fields Way

Rodney Lawing
#67 Lilac Fields Way

Bradley Branch Investments, LLC
c/o Bruce Alexander
#92 Sunny Meadows Blvd

Bradley Branch Investments, LLC
c/o Bruce Alexander
#94 Sunny Meadows Blvd

JC Reeves Properties, LLC
James Reeves
#95 Sunny Meadows Blvd

Bradley Branch Investments, LLC
c/o Bruce Alexander
#100 Sunny Meadows Blvd

George Bischoff
Linda Bischoff
#111 Sunny Meadows Blvd

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Exhibit B

Multiple Unit-Owners

Bradley Branch Investments, LLC
c/o Bruce Alexander
#92, #94 and #100 Sunny Meadows Blvd

Rodney Lawing
#63, #65 and #67 Lilac Fields Way

DanGilby, LLC
#135 and #141 Sunny Meadows Blvd

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**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE
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THIS AMENDMENT made this 11 day of July, 2013 by the
Village at Bradley Branch Condominium Association, Inc., a North Carolina non-profit
corporation;

WHEREAS, Village at Bradley Branch Condominium Association, Inc.,
("Association") is the association of unit owners at Village at Bradley Branch
Condominium located in Buncombe County, North Carolina; and

WHEREAS, the Association is subject to Declaration of Condominium for the
Village at Bradley Branch Condominiums ("Declaration"), as amended, recorded in the
Buncombe County Registry of Deeds in Deed Book 4487 at Page 671; and

WHEREAS, in accordance with the provisions of Article VX of the Declaration
and Section 47C-2-117 of the Condominium Act, owners of units to which at least sixty-
seven percent (67%) of the votes are allocated voted in favor of the adoption of this
amendment; and

NOW THEREFORE, the Declaration of Condominium for the Village at Bradley
Branch Condominiums is hereby amended as follows:

Article XVI of the Declaration is hereby deleted in its entirety and is hereby replaced
with the following Article XVI:

2

ARTICLE XVI

LEASES AND SALES

In order to assure a community of congenial Owners and thus protect the value of the Units, the sale or leasing of a Unit by an Owner shall be subject to the following provisions so long as the Condominium shall be governed in accordance with the terms and conditions of the Declaration and the North Carolina Condominium Act.

16.1 Limitations on Renting and Leasing of Units. "Leasing" for purposes of this Declaration is defined as regular occupancy of a Unit by any person other than the Owner for which the Owner receives any consideration or benefit, including a fee, service, gratuity or emolument.

(a) Purpose of Amendment. The purpose of this Amendment is (i) to protect the equity of the individual unit owners in the Association, (ii) to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a residential community of owner-occupied units and by preventing the Condominium from assuming the character of a renter-occupied apartment complex, and (iii) to comply with the eligibility requirements for financing in the secondary mortgage market in so far as such criteria provide that the Condominium shall be substantially owner-occupied.

(b) Conditions. With limited exceptions, no more than ten (10) Units at Village at Bradley Branch Condominium may be leased at any time. All Units may be leased only in their entirety; no fraction or portion may be leased. No transient tenants shall be permitted. All leases must be for a term of not less than one (1) year, unless permitted in writing by the Board of Directors which permission is in the sole discretion of the Board. No Units may be subleased. A lease-to-purchase arrangement is prohibited by this Amendment unless the Board of Directors reviews the contract and provides prior written approval of the arrangement.

All leases, lessors and lessees are subject to the provisions of the Declaration, Bylaws, and Rules and Regulations. The Unit Owners shall make available to the tenant copies of the Declaration, Bylaws, and Rules and Regulations.

All Unit Owners shall register any and all changes in the status of a rental/leased Unit, including vacancies and the renewal of leases, with the Association, within fourteen (14) days of any change.

All Unit Owners (except Investor Owners) shall abide by the following procedures prior to leasing their unit:

1. Before a unit can be leased at Village at Bradley Branch Condominium, Unit Owners shall present a completed Request to Lease Form to the Board of Directors, or their designated representative, for approval.

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2. Upon receipt of a Request to Lease Form, the Board of Directors shall determine the number of units leased at that time and shall not approve any Request to Lease Form which causes the number of units leased to exceed the maximum number of ten (10). The Board shall give notice of its action to the Owner within ten (10) business days of receiving the request.
3. If the Board, or their designated representative, has approved a Unit Owner's Request to Lease Form, the Unit Owner may start the process of leasing its unit. At least fifteen (15) days before the effective date of such proposed lease, the Unit Owner shall present the lease to the Board of Directors, or their designated representative, for approval. The Board, or their designated representative, shall give the Owner notice of whether the proposed lease is approved within ten (10) business days of receiving the request.
4. If a Unit Owner presents a Request to Lease Form and the maximum ten (10) units are already leased and the Unit Owner does not qualify for an undue hardship exemption as explained below, the Unit Owner can request that the Board of Directors place the unit on the Lease Waiting List. A request to be placed on the Lease Waiting List must be in writing and delivered or mailed to the Board or its designated representative. The Lease Waiting List shall be developed on a "first come, first serve" basis, to be determined by the postmark on the envelope in which the request has been mailed or, if hand delivered, the date it is received by the Board or its designated representative.
5. If a lessee's occupancy of one of the ten (10) leased units ends, the Unit Owner of said unit may replace the lessee within ninety (90) days of (i) the date of the termination of the lease or, (ii) the date the Lessee moves out of the premises, if said move is greater than one (1) month prior to the termination of the lease. If the Unit Owner fails to replace the lessee of said unit within ninety (90) days, the Unit Owner shall forfeit his ability to lease at the end of the ninety (90) days and the Unit Owner's name will be placed at the bottom of the Lease Waiting List. After a Unit Owner loses its leasing privileges for a unit, the Board shall promptly notify the Unit Owner at the beginning of the Lease Waiting List of the availability.

The Association recognizes that thirteen (13) units are leased at the time of recording this Amendment. For the purposes of this Amendment, "Investor-Owners" shall be Owners that are currently leasing one (1) of the thirteen (13) units at the time of recording this Amendment. Investor-Owners are further explained below.

The Board of Directors of the Association has the authority to promulgate Rules and Regulations related to this Amendment. The Association may require that Unit Owners and tenants execute a document acknowledging this Amendment to the Declaration or other related forms.

(c) Hardship Exemption. The Board shall have the option in its sole discretion to allow leasing of a unit at any time to avoid undue hardship. If the Board determines that it is appropriate to grant an Owner a hardship exemption, the Owner shall be allowed to lease the unit for a period of one (1) year. The Owner of a unit who believes that leasing is necessary to avoid undue hardship shall make written application to the Board for approval

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at least fifteen (15) days before the effective date of such proposed lease setting forth the pertinent circumstances and giving other notice as required herein. Circumstances which the Board may determine to impose undue hardship may include, by way of example but not limitation, (i) where a Unit Owner must relocate and cannot sell the unit within ninety (90) days from the date the unit was placed on the market, for at least the current appraised market value, having made reasonable efforts to do so; (ii) the death of the Owner when the Estate's representative makes a request to lease; and (iii) where the Owner is required by his or her employer to relocate temporarily, and intends to return to reside in the unit. The Board shall approve or disapprove the lease pursuant to the terms of the Declaration as amended, and shall give notice of its action to the Owner within ten (10) business days of receiving the request.

If the Board has granted an Owner a hardship exemption and the Owner of a unit still believes that leasing the unit is necessary to avoid undue hardship after the initial one (1) year period has passed, the Owner shall make written application to the Board for an extension for another year.

(d) Unit Occupied by Family Member. If a Unit Owner's family member, but not the Unit Owner, intends to occupy a unit, the unit might not be considered "leased" under this Declaration. The Unit Owner shall present the Board with proof that a family member intends to occupy the unit. The Board will designate a party to confirm family status and promptly report their findings to the Board. If the Board determines that there is sufficient evidence of family status, the unit will not be considered "leased" for purposes of this Declaration.

(e) Investor-Owner. The Association recognizes that thirteen (13) units are leased at the time of recording this Amendment. For the purposes of this Amendment, "Investor-Owners" shall be Owners that are currently leasing one of the thirteen (13) Units at the time of recording this Amendment. The Investor-Owners are identified in the document attached to this Amendment as Exhibit "A". If there is any change in the thirteen (13) Investor-Owners between the drafting of this document and the recording of this document, the record owner(s) at the time this Amendment is recorded in the Buncombe County Registry of Deeds of the units specified in Exhibit "A" are considered the Investor-Owners.

The Investor-Owners' units are considered "grandfathered in" and the current Investor-Owners may continue to lease the thirteen (13) units provided that each of the Investor-Owners of the thirteen (13) leased units abide by Article XVI of the Declaration and properly register their Unit with the Association. Investor-Owners are not required to present the Board of Directors with a proposed lease prior to leasing their unit. Investor-Owners will not lose leasing privileges if more than ten (10) units are leased and Investor-Owners will not lose leasing privileges if the tenant is not replaced within ninety (90) days. However, if there is any change in the current record owner(s) in the Buncombe County Registry of Deeds of the thirteen (13) units or if the Owners identified in Exhibit "A"'s interest in the unit passes through an Estate or Trust, the Investor-Owners' right to lease that particular unit shall immediately terminate.

The new record owner(s) of that particular unit will not have these Investor-Owners' rights and will have to present the lease to the Board of Directors, or their designated representative, for approval prior to entering into a lease of the unit as previously explained. If the unit is leased when the change in the record owner occurs, the Board of Directors may in its discretion allow the current lessee to remain in the leased unit through the duration of the lease but the lease cannot be renewed without written approval from the Board of Directors.

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(f) Penalty. The failure of any Unit Owner to comply with this Article shall be considered a violation of the Declaration. The Association may, after providing the Unit Owner with notice and opportunity to be heard, impose fines up to one hundred dollars (\$100.00) a day pursuant to N.C.G.S. 47C-3-107.1 for such a violation.

16.2 Restriction Against Multiple Units being owned by a Single Entity

A single entity is restricted from owning more than one Unit at Village at Bradley Branch Condominium. A "single entity" for purposes of this Declaration includes an individual, investor group, partnership or corporation. Therefore, after the recording of this amendment, if John Doe owns Unit 1 at Village at Bradley Branch Condominium, John Doe is prohibited from purchasing Unit 2. If John Doe owns Unit 1 at Village at Bradley Branch Condominium, this amendment does not prohibit a corporate entity, Investors, LLC, in which John Doe is a member manager, from purchasing Unit 2. If John Doe and Jane Doe both own Unit 1 at Village at Bradley Branch Condominium, Jane Doe is prohibited from purchasing Unit 2 individually.

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(b) Multiple Unit Owners. Although it is the Association's objective that no single entity own multiple units at Village at Bradley Branch Condominium, the

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Association recognizes that three (3) Owners own two (2) or more units at the time of recording this Amendment. For the purposes of this Amendment, the three (3) "Multiple Unit Owners" shall be the Owners that own two (2) or more units at the time of recording this Amendment. The Multiple Unit Owners are identified on Exhibit "B" to this Amendment. The Multiple Unit Owners are considered "grandfathered in" and the Multiple Unit Owners will not be considered in violation of this Article by ownership of these specific units. However, if there is any change in the current record owners in the Buncombe County Registry of Deeds of any of the units owned by the Multiple Unit Owners, the Multiple Unit Owners' right to own multiple units for that specific unit shall immediately terminate and the Multiple Unit Owners will be considered in violation of this Article. The Multiple Unit Owner is prohibited from purchasing additional units at Village at Bradley Branch Condominium.

(c) Penalty. The failure of any Unit Owner to comply with this Article shall be considered a violation of the Declaration. The Association may, after providing the Unit Owner with notice and opportunity to be heard, impose fines up to one hundred dollars (\$100.00) a day pursuant to N.C.G.S. 47C-3-107.1 for such a violation.

Article VX, Section 15.1 of the Declaration is hereby deleted in its entirety and is hereby replaced with the following Article VX, Section 15.1:

ARTICLE VX

15.1. Amendments to Declaration. This Declaration may be amended only by affirmative vote of or written agreement signed by Unit Owners of Units to which at least Sixty Seven Percent (67%) of the votes in the Association are allocated. The procedure for amendment shall follow the procedure set forth in Section 47C-2-117 of the Condominium Act. No amendment shall become effective until recorded in the office of the Register of Deeds of Buncombe County, North Carolina.

IN WITNESS WHEREOF, the undersigned officers of Village at Bradley Branch Condominium Association, Inc. hereby certify that the above amendments to the Declaration of Condominium for the Village at Bradley Branch Condominiums are duly adopted by the Association and its membership in accordance with and pursuant to the Declaration of Condominium for the Village at Bradley Branch Condominiums.

7

This 22 day of July, 2013

Village at Bradley Branch Condominium Association, Inc.

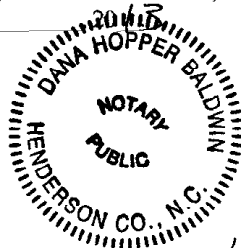
by: Bradley Branch
President

Attest: [Signature]
Secretary

NORTH CAROLINA
BUNCOMBE COUNTY

I Dana Hopper Baldwin Notary Public for said County and State, certify that Brenda Mills personally came before me this day and acknowledged that he is Secretary of Village at Bradley Branch Condominium Association, Inc., a nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by himself as its Secretary.

Witness my hand and official seal, this the 22nd day of July



Dana Hopper Baldwin
[Signature]
Notary Public

My commission expires 5/18/2018

3

Exhibit A

Investor-Owners

Nilda Gavidia Stafford
Nilda Fajardo de Gavidia
Ricardo Gavidia Reynaud
47 Lilac Fields Way

DanGilby, LLC
#135 Sunny Meadows Blvd

DanGilby, LLC
#141 Sunny Meadows Blvd

Sherri Beane
Summer Covington
53 Lilac Fields Way

Rodney Lawing
#63 Lilac Fields Way

Thomas Kilpatrick
Loretta Kilpatrick
#64 Lilac Fields Way

Rodney Lawing
#65 Lilac Fields Way

Rodney Lawing
#67 Lilac Fields Way

Bradley Branch Investments, LLC
c/o Bruce Alexander
#92 Sunny Meadows Blvd

Bradley Branch Investments, LLC
c/o Bruce Alexander
#94 Sunny Meadows Blvd

JC Reeves Properties, LLC
James Reeves
#95 Sunny Meadows Blvd

Bradley Branch Investments, LLC
c/o Bruce Alexander
#100 Sunny Meadows Blvd

George Bischoff
Linda Bischoff
#111 Sunny Meadows Blvd

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Exhibit B

Multiple Unit-Owners

Bradley Branch Investments, LLC
c/o Bruce Alexander
#92, #94 and #100 Sunny Meadows Blvd

Rodney Lawing
#63, #65 and #67 Lilac Fields Way

DanGilby, LLC
#135 and #141 Sunny Meadows Blvd

12

Workflow No. 0000014710-0001



Doc ID: 022325370012 Type: CRP
 Recorded: 10/27/2009 at 04:02:56 PM
 Fee Amt: \$47.00 Page 1 of 12
 Workflow# 0000014710-0001
 Buncombe County, NC
 Otto W. DeBruhl Register of Deeds

BK 4734 PG 1697-1708

Prepared by and return to:
 Tucker Law Firm Box # 23168-B South Liberty Street Asheville, NC 28801

STATE OF NORTH CAROLINA
 COUNTY OF BUNCOMBE

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE VILLAGE AT BRADLEY BRANCH CONDOMINIUMS

This Second Amendment to the Declaration of Condominium for the Village At Bradley Branch Condominiums (sometimes referred to as the "Second Amendment to Declaration") is made this 26 day of October, 2009 by Bradley Branch Developers, LLC, (Herein referred to as the "Declarant"), a North Carolina limited liability company, pursuant to the provisions of Chapter 47C of the North Carolina General Statutes, the North Carolina Condominium Act ("the Act") and to the provisions of the DECLARATION OF CONDOMINIUM FOR THE VILLAGE AT BRADLEY BRANCH CONDOMINIUMS. Branch Banking & Trust Company (hereinafter "Bank"), as beneficiary of the Deed of Trust recorded in Buncombe County Book 4284 at Page 1745 (hereinafter "Deed of Trust"), and BB&T Collateral Service Corporation (hereinafter "Trustee"), as Trustee of the Deed of Trust join herein for the limited purpose set forth below.

WITNESSETH:

THAT WHEREAS, on the 13th Day of November, 2007, Declarant executed a Declaration of Condominium For The Village At Bradley Branch Condominiums, recorded in the Office of the Register of Deeds in Buncombe County, North Carolina in Deed Book 4487, at Page 671-720 (the "Declaration");

The Declaration is hereby amended to reflect that the total number of Condominium Units to be built by Declarant shall be 50;

Exhibit B of the Declaration is deleted in its entirety and the attached Exhibit B is substituted in lieu thereof.

Exhibit D of the Declaration is deleted in its entirety and the attached Exhibit D is substituted in lieu thereof.

Exhibit E of the Declaration is deleted in its entirety and the attached Exhibit E is substituted in

lieu thereof.

Exhibit F of the Declaration is deleted in its entirety and the attached Exhibit F is substituted in lieu thereof.

The Declaration is hereby amended by adding the Fiscal Year Term in ARTICLE VII, Section 7.2 of Exhibit C of the Declaration, said Fiscal Year to run from January 1st to December 31st.

The Declaration is hereby amended by adding the commencing date of each Fiscal Year in ARTICLE VIII, Section 8.3 of Exhibit C of the Declaration, said Fiscal Year to commence January 1st.

The Declaration is hereby amended by deleting the phrase "Rutherford County Registry" in Article X of Exhibit C of the Declaration and substituting the phrase "Buncombe County Registry" in lieu thereof.

The Declaration is hereby amended by adding the date the BYLAWS of Declaration were adopted and approved, said BYLAWS were adopted and approved on October 23rd, 2007.

The Declaration is hereby amended by correcting and changing the name of the "Association" in Article II, Section 2.3 and throughout the entirety of the Declaration from "The Village at Bradley Branch Condominium Association, Inc. to the correct name of "Village at Bradley Branch Condominium Association, Inc.".

The Declaration is hereby amended in ARTICLE II, Sec. 2.12 by correcting the misspelling of "Dedarant" to "Declarant".

The Association and its three (3) Board members join herein prior to the conveyance of twenty-five percent (25%) of the Units, for the limited purpose of consenting to the amendments to the Bylaws herein pursuant to Article X and Article IV of Exhibit C of the Declaration.

Trustee and Bank join herein for the limited purpose of consenting hereto in order to confirm that the recording hereof is acceptable to Trustee and Bank to the extent that no foreclosure of the Deed of Trust or sale under the Deed of Trust's power of sale would disturb the condominium regime and any purchase at such a sale would take the property subject to the Declaration as amended hereby.

In the event of any conflict between the provisions contained in this Second Amendment to Declaration and the provisions contained in the Declaration, then the provisions contained in this Second Amendment to Declaration shall control. The provisions hereof shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

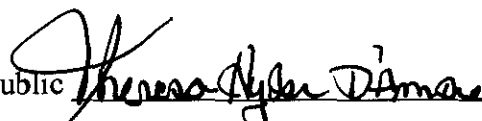
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized member, who has signed and sealed this instrument, this the 26 day of October, 2009.

DECLARANT:**BRADLEY BRANCH DEVELOPERS, LLC**By: Kenneth G. Jackson, Member, ManagerSTATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the County and State aforesaid, certify that Kenneth G. Jackson personally came before me this day and acknowledged that he is a Member Manager of Bradley Branch Developers, LLC, a North Carolina Limited Liability Company, and that he, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official stamp or seal, this the 26th day, of October, 2009.

Notary Public

 (SEAL) Commission Expires 6-13-2010

Theresa Hyder D'Amore, Notary Public
Henderson County, North Carolina
My Commission Expires 6/13/2010

ASSOCIATION:

VILLAGE AT BRADLEY BRANCH
CONDOMINIUM ASSOCIATION, INC.

By: Sharon Allen
Sharon Allen, Board Member
By: Tanya Burdette
Tanya Burdette, Board Member
By: Kristin Kilpatrick
Kristin Kilpatrick, Board Member

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the County and State aforesaid, certify that Sharon Allen personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 26th day of October, 2009.

Notary Public Theresa Hyder D'Amore (SEAL) Commission Expires 6-13-2010

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Theresa Hyder D'Amore, Notary Public
Henderson County, North Carolina
My Commission Expires 6/13/2010

I, a Notary Public of the County and State aforesaid, certify that Tanya Burdette personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 26th day of October, 2009.

Notary Public Theresa Hyder D'Amore (SEAL) Commission Expires 6-13-2010

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Theresa Hyder D'Amore, Notary Public
Henderson County, North Carolina
My Commission Expires 6/13/2010

I, a Notary Public of the County and State aforesaid, certify that Kristin Kilpatrick personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 26th day of October, 2009.

Notary Public Theresa Hyder D'Amore (SEAL) Commission Expires 6-13-2010

Theresa Hyder D'Amore, Notary Public
Henderson County, North Carolina
My Commission Expires 6/13/2010

BANK: Branch Banking & Trust Company

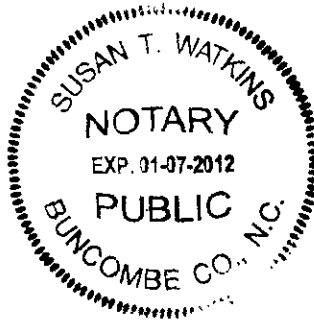
By: R. Fielding Lowe Jr.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the County and State aforesaid, certify that R. Fielding Lowe, Jr. personally came before me this day and acknowledged that s/he is the vice President of Branch Banking & Trust Company, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her as the act and deed of said corporation.

Witness my hand and official stamp or seal, this the 26 day of October, 2009.

Notary Public Susan T. Watkins (SEAL) Commission Expires 1-7-2012



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TRUSTEE: BB&T Collateral Service Corporation

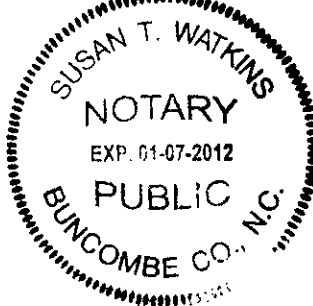
By: [Signature]

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the County and State aforesaid, certify that David L. Hayes personally came before me this day and being authorized to do so, executed the foregoing on behalf of BB&T Collateral Service Corporation, as Trustee, by authority duly vested.

Witness my hand and official stamp or seal, this the 26 day of October, 2009.

Notary Public [Signature] (SEAL) Commission Expires 1-7-2012



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Exhibit B

LYING IN LIMESTONE TOWNSHIP, BUNCOMBE COUNTY, NC

Being all of that Tract or Parcel shown as Phase 1, 9.075 acres shown on the plat of Village at Bradley Branch - Phase 1, recorded in Plat Book 122 at Page 174 and Plat Book 122 at Page 175 in the Office of the Register of Deeds of Buncombe County, NC.

EXHIBIT "D"

ALLOCATION OF PERCENTAGE OF INTERESTS
IN THE COMMON EXPENSES AND COMMON ELEMENTS

<u>Building Designation</u>	<u>Unit Number</u>	<u>Plan</u>	<u>Percentage</u>
Building G-A	Unit 1	Greenbrier	2.00%
Building G-A	Unit 2	Greenbrier	2.00%
Building G-A	Unit 3	Greenbrier	2.00%
Building G-A	Unit 4	Greenbrier	2.00%
Building G-B	Unit 5	Greenbrier	2.00%
Building G-B	Unit 6	Greenbrier	2.00%
Building G-B	Unit 7	Greenbrier	2.00%
Building C-A	Unit 8	Camelot III	2.00%
Building C-A	Unit 9	Camelot I	2.00%
Building C-B	Unit 10	Camelot II	2.00%
Building C-B	Unit 11	Camelot III	2.00%
Building C-B	Unit 12	Camelot I	2.00%
Building C-C	Unit 13	Camelot II	2.00%
Building C-C	Unit 14	Camelot III	2.00%
Building C-C	Unit 15	Camelot I	2.00%
Building C-D	Unit 16	Camelot II	2.00%
Building C-D	Unit 17	Camelot III	2.00%
Building C-D	Unit 18	Camelot I	2.00%
Building C-E	Unit 19	Camelot II	2.00%
Building C-E	Unit 20	Camelot III	2.00%
Building C-E	Unit 21	Camelot I	2.00%
Building C-F	Unit 22	Camelot II	2.00%
Building C-F	Unit 23	Camelot III	2.00%
Building C-F	Unit 24	Camelot I	2.00%
Building C-G	Unit 25	Camelot I	2.00%

CONTINUATION OF ALLOCATION OF PERCENTAGE OF INTERESTS
IN THE COMMON EXPENSES AND COMMON ELEMENTS

<u>Building Designation</u>	<u>Unit Number</u>	<u>Plan</u>	<u>Percentage</u>
Building C-G	Unit 26	Camelot III	2.00%
Building C-G	Unit 27	Camelot II	2.00%
Building C-H	Unit 28	Camelot I	2.00%
Building C-H	Unit 29	Camelot III	2.00%
Building C-H	Unit 30	Camelot II	2.00%
Building C-I	Unit 31	Camelot II	2.00%
Building C-I	Unit 32	Camelot I	2.00%
Building G-F	Unit 33	Greenbrier	2.00%
Building G-F	Unit 34	Greenbrier	2.00%
Building G-F	Unit 35	Greenbrier	2.00%
Building G-F	Unit 36	Greenbrier	2.00%
Building G-G	Unit 37	Greenbrier	2.00%
Building G-G	Unit 38	Greenbrier	2.00%
Building G-G	Unit 39	Greenbrier	2.00%
Building G-G	Unit 40	Greenbrier	2.00%
Building G-H	Unit 41	Greenbrier	2.00%
Building G-H	Unit 42	Greenbrier	2.00%
Building G-H	Unit 43	Greenbrier	2.00%
Building G-H	Unit 44	Greenbrier	2.00%
Building C-J	Unit 45	Camelot II	2.00%
Building C-J	Unit 46	Camelot III	2.00%
Building C-J	Unit 47	Camelot I	2.00%
Building C-K	Unit 48	Camelot II	2.00%
Building C-K	Unit 49	Camelot III	2.00%
Building C-K	Unit 50	Camelot I	2.00%

EXHIBIT "E"

DESCRIPTION OF UNITS AND PLANS FOR

THE VILLAGE AT BRADLEY BRANCH CONDOMINIUMS

Graphic descriptions, plans and the Certificate of Architect of the improvements which comprise the Condominium, all of which are recorded in the Office of the Register of Deeds for Buncombe County, NC in the Condominium File #953. The Plat of The Village at Bradley Branch is recorded in the Office of the Register of Deeds for Buncombe County in Plat Book 114 at Page 92, Plat Book 122 at Page 174, and Plat Book 122 at Page 175.

The "Building Designation" shown on Exhibit "D" hereof makes reference to the Building numbers shown on the record Plat of the Condominiums. A Building Designation which begins with "C" contains Units which have been constructed according to the Plans which describe "Camelot" Units as shown on Sheet F-2 of the Plans. A Building Designation which begins with "G" contains Units which have been constructed according to the Plans which describe "Greenbrier" Units as shown on Sheet F-4 of the Plans.

The Plan referred to in Exhibit "D" hereof which is described as "Camelot I" is that Floor Plan described as Unit "A" on Sheet F-2 of the Plans, containing 1,441 square feet of living space, a garage having an area of 472 square feet, and a Limited Common Element which extends from the rear of Unit "A" as shown on the Plans and includes the Patio shown thereon.

The Plan referred to in Exhibit "D" hereof which is described as "Camelot II" is that Floor Plan described as Unit "B" on Sheet F-2 of the Plans, containing 1,160 square feet of living space, a garage having an area of 290 square feet, and a Limited Common Element which extends from the rear of Unit "B" as shown on the Plans and includes the Patio shown thereon.

The Plan referred to in Exhibit "D" hereof which is described as "Camelot III" is that Floor Plan described as Unit "C" on Sheet F-2 of the Plans, containing 1,274 square feet of living space, a garage having an area of 448 square feet, and a Limited Common Element which extends from the rear of Unit "C" as shown on the Plans and includes the Patio shown thereon.

The Plan referred to in Exhibit "D" hereof which is described as "Greenbrier" is that Floor Plan described as "Main Level Floor Plan" and "Upper Level Floor Plan" on Sheet F-4 of the Plans, containing 1,341 total square feet, and a Limited Common Element which extends from the rear of the Main Level Floor Plan as shown on the Plans and includes the Patio shown thereon.

EXHIBIT "F"

CERTIFICATE OF ARCHITECT

I, ERIC TOWNSON, being duly sworn, deposes and says:

1. I am a Registered Architect in the State of North Carolina licensed pursuant to Chapter 83A of the General Statutes of the State of North Carolina and as such prepared the plans for The Village at Bradley Branch Condominiums (the "Condominium"), as shown on the plans of the Condominium attached hereto.

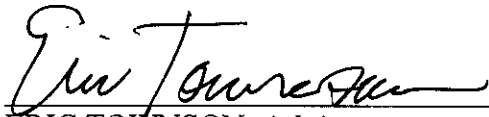
2. The attached plans accurately depict the layout, location, ceiling and floor elevations, Unit numbers and dimensions of Units of the Condominium, as built and as located on the Property described in the Declaration of Condominium for The Village at Bradley Branch Condominiums, which Declaration is recorded in the Office of the Register of Deeds for Buncombe County, NC, which Units and the Plan to which each Unit relates being described as follows:

<u>Building Designation</u>	<u>Unit Number</u>	<u>Plan</u>
Building G-A	Unit 1	Greenbrier
Building G-A	Unit 2	Greenbrier
Building G-A	Unit 3	Greenbrier
Building G-A	Unit 4	Greenbrier
Building G-B	Unit 5	Greenbrier
Building G-B	Unit 6	Greenbrier
Building G-B	Unit 7	Greenbrier
Building C-A	Unit 8	Camelot III
Building C-A	Unit 9	Camelot I
Building C-B	Unit 10	Camelot II
Building C-B	Unit 11	Camelot III
Building C-B	Unit 12	Camelot I
Building C-C	Unit 13	Camelot II
Building C-C	Unit 14	Camelot III
Building C-C	Unit 15	Camelot I
Building C-D	Unit 16	Camelot II
Building C-D	Unit 17	Camelot III
Building C-D	Unit 18	Camelot I
Building C-E	Unit 19	Camelot II
Building C-E	Unit 20	Camelot III
Building C-E	Unit 21	Camelot I
Building C-F	Unit 22	Camelot II
Building C-F	Unit 23	Camelot III
Building C-F	Unit 24	Camelot I
Building C-G	Unit 25	Camelot I
Building C-G	Unit 26	Camelot III
Building C-G	Unit 27	Camelot II

Building C-H	Unit 28	Camelot I
Building C-H	Unit 29	Camelot III
Building C-H	Unit 30	Camelot II
Building C-I	Unit 31	Camelot II
Building C-I	Unit 32	Camelot I
Building G-F	Unit 33	Greenbrier
Building G-F	Unit 34	Greenbrier
Building G-F	Unit 35	Greenbrier
Building G-F	Unit 36	Greenbrier
Building G-G	Unit 37	Greenbrier
Building G-G	Unit 38	Greenbrier
Building G-G	Unit 39	Greenbrier
Building G-G	Unit 40	Greenbrier
Building G-H	Unit 41	Greenbrier
Building G-H	Unit 42	Greenbrier
Building G-H	Unit 43	Greenbrier
Building G-H	Unit 44	Greenbrier
Building C-J	Unit 45	Camelot II
Building C-J	Unit 46	Camelot III
Building C-J	Unit 47	Camelot I
Building C-K	Unit 48	Camelot II
Building C-K	Unit 49	Camelot III
Building C-K	Unit 50	Camelot I

3. This Certificate is given under and in accordance with North Carolina General Statute Section 47C-2-109.

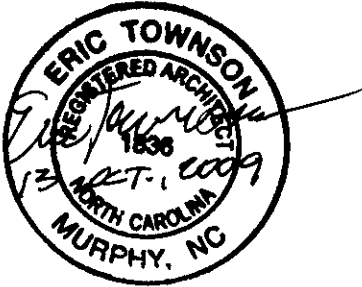
This the 13 day of October, 2009.


ERIC TOWNSON, A.I.A.
Registered Architect

Sworn to and subscribed before me this
the 13 day of October, 2009.


Notary Public

(Architect's Seal)



My Commission Expires: June 10, 2013

Sue Shields
Notary Public
Cherokee County, NC

Workflow No. 0000167561-0001



Doc ID: 025367190051 Type: CRP
 Recorded: 05/16/2013 at 02:46:58 PM
 Fee Amt: \$170.00 Page 1 of 51
 Workflow# 0000167561-0001
 Buncombe County, NC
 Drew Reisinger Register of Deeds

BK 5102 PG 1815-1865

Prepared by: McGuireWoods LLP (PJM)
 300 North Third Street, Suite 320
 Wilmington, North Carolina 28401
 Return to: Goosmann Rose Colvard & Cramer, PA, Box 81
 13-0132 gfg/cm

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIRD AMENDMENT TO
 DECLARATION OF CONDOMINIUM
 FOR THE VILLAGE AT BRADLEY
 BRANCH CONDOMINIUMS

THIS THIRD AMENDMENT TO DECLARATION ("Amendment") is made this 15
 day of May, 2013 by VILLAGE AT BRADLEY BRANCH CONDOMINIUM
 ASSOCIATION, INC., a North Carolina non-profit corporation ("Association") and certain owners
 of units within The Village at Bradley Branch Condominiums.

WITNESSETH:

WHEREAS, Bradley Branch Developments, LLC, a North Carolina limited liability
 company ("Developer") subjected real property described therein to that certain Declaration of
 Condominium for The Village at Bradley Branch Condominiums recorded in Book 4487 at Page
 671 of the Buncombe County Registry (the "Registry") (as has been or may be in the future amended,
 restated or amended and restated from time to time, including by that certain First Amendment
 recorded in Book 4566, Page 519 of the Registry and that Second Amendment recorded in Book
 4734, Page 1697 of the Registry, the "Declaration"); and

WHEREAS, Developer no longer owns any interest in the units within The Village at
 Bradley Branch Condominiums or any property otherwise subject to the Declaration; and

WHEREAS, Chapter 47C-2-117 of the North Carolina General Statutes provides that amendment to a declaration may be completed upon the consent of at least sixty-seven percent (67%) of the votes of the association, unless the Declaration provides for a greater percentage; and

WHEREAS, by approval and signature hereof by ninety-eight percent (98%) of the Members of the Association, the Members wish to clarify certain language in the Declaration relating to the defined term "Property" and to otherwise confirm and acknowledge the intent of the Declaration and its language relating to certain property outside of the Declaration.

NOW, THEREFORE, the Association and its Members which are a party hereto, hereby amend the Declaration as follows:

1. Definition of "Property". Section 1.1 of the Declaration currently defines "Property" inconsistently with Section 2.11 (containing the Declaration's defined terms) and with the remainder of the Declaration. As such, and in order to clarify the Declaration for the current Members, any future or potential owners of property which is or may become subject to the Declaration, and any neighboring owners of property potentially impacted by the inconsistent references, "Property" shall have the following meaning (and shall have been deemed to have always had such meaning) within the Declaration:

"Property" shall mean all of the property submitted to the Act by the Declaration or by Supplementary Declarations, being so much of the property described in Exhibit "A" of the Declaration as has been submitted to the Act, including that real property described in Exhibit "B" of the Declaration; the buildings and all other improvements situated thereon whether the same be common areas and facilities or units or any part thereof, and all easements and rights appurtenant thereto. For purposes of information and confirmation only, as of the date of this Amendment "Property" includes Phase 1, consisting of approximately 9.075 acres, as shown on the plat of Village at Bradley Branch – Phase 1, recorded in the Buncombe County Registry in Plat Book 122, Page 174.

2. Quitclaim and Release of Real Property. In addition to confirming the intent of the use of "Property" throughout the Declaration, and to further provide clarity, the Association and its Members hereby forever quitclaim and release any and all interest or right each may have pursuant to the Declaration in and to all portions of Exhibit "A" of the Declaration which have not otherwise been submitted to the Act by the Declaration as described in Exhibit "B" thereof, including but not limited to quitclaiming and releasing any interest in and to that property identified as Phase 2, consisting of approximately 5.027 acres, as shown on the plat of Village at Bradley Branch (Phase 2), recorded in the Buncombe County Registry in Plat Book 124, Page 138 (the "Phase 2 Property"), and all easements and rights appurtenant thereto, which shall include, but not be limited to, those easement and rights set forth in Section 3 hereof.

3. Conveyance and Reservation of Easements.

a. The Association and its Members hereby grant and convey to the owners, members, associations and developer parties associated with any development of the Phase 2 Property and any additional property labeled "Reserved for Future Development" on that plat recorded in Plat Book 80, Page 74 of the Registry which has not been submitted to the Act by the Declaration, including but not limited to the owners of townhomes within The Village at Bradley Branch Townhomes, The Village of (at) Bradley Branch Homeowner's Association, Inc. and its members, the following easements:

i. a perpetual, non-exclusive easement for ingress, egress and regress for vehicular and pedestrian traffic over all of the streets, roads and pathways shown on the now or hereafter recorded plats impacting the Property (or which may be located in the future), which shall include, but not be limited to, Gleason Street, Sunny Meadows Boulevard and Lilac Fields Way.

ii. perpetual, non-exclusive easements for the installation, repair and maintenance of Utilities located within the common areas adjoining and abutting the Property (as they now or may hereafter exist), including within the streets, roads and pathways, as well as over areas designated as utility easements on the now or hereafter recorded plats impacting the Property. As used herein, "Utilities" shall mean and include all lines, equipment, installations and appurtenant structures relating to water, sewer, stormwater, drainage, electrical, telephone, cable, internet and other media.

b. Notwithstanding the quitclaim and release of real property set forth in Section 2 hereof, the Association and its Members hereby reserve, for the benefit of the Association and its Members, the following easements:

i. a perpetual, non-exclusive easement for ingress, egress and regress for vehicular and pedestrian traffic over all of the streets, roads and pathways shown on the now or hereafter recorded plats of the Phase 2 Property which includes, but is not be limited to, Sunny Meadows Boulevard and Lilac Fields Way.

ii. perpetual, non-exclusive easements for the installation, repair and maintenance of Utilities located within the common areas adjoining and abutting the Phase 2 Property (as they now or may hereafter exist), including within the streets, roads and pathways, as well as over areas designated as utility easements on the now or hereafter recorded plats impacting the Phase 2 Property. As used herein, "Utilities" shall mean and include all lines,

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equipment, installations and appurtenant structures relating to water, sewer, stormwater, drainage, electrical, telephone, cable, internet and other media.

4. Easements and Covenants Run With the Land. The easements, reservations and covenants contained in this Amendment are not personal, but are appurtenant to and shall run with the land benefited thereby and will be binding upon and inure to the benefit of the parties hereto and their successors in interest and assigns.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

6. Miscellaneous. Terms not defined in this Amendment shall have the meaning given them as first set forth in the Declaration. The Declaration, as amended herein, shall remain in full force and effect.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Association has caused this instrument to be executed in its corporate name by its duly authorized officers, and those Members executing this Amendment have caused this instrument to be executed, each the day and year first above written.

ASSOCIATION:

VILLAGE AT BRADLEY BRANCH
CONDOMINIUM ASSOCIATION, INC. (SEAL)
a North Carolina non-profit corporation

By: Mary Catherine Piscano
Name: M. Piscano
Title: exec.

STATE OF North Carolina
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Mary Catherine Piscano (Insert Name of Person Signing).
Date: April 26, 2013

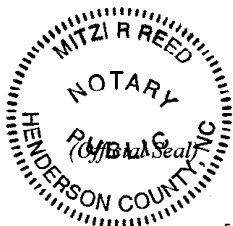
Mitzi R. Reed

Official Signature of Notary

Mitzi R. Reed

Notary's printed or typed name, Notary Public

My commission expires: 4/3/2014



[SIGNATURES OF MEMBERS TO FOLLOW]

6

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 1

Louis Lamana

Louis Lamana

Linda Lamana

Linda Lamana

STATE OF North Carolina

COUNTY OF Buncombe

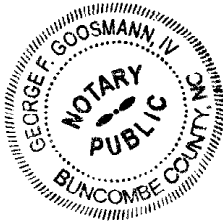
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Louis Lamana (Insert Name of Person Signing).

Date: May 2nd, 2013 and Linda Lamana

Geoff Goosmann IV

Official Signature of Notary



(Official Seal)

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 2:
JC Reeves Properties, LLC (SEAL)
a North Carolina limited liability company

By: [Signature]
Name: James Christian Reeves
Title: Manager

STATE OF North Carolina
COUNTY OF Burke

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: James Christian Reeves (Insert Name of Person Signing).
Date: May 2nd, 2013 manager of JC Reeves Properties, LLC



Official Signature of Notary

[Signature]

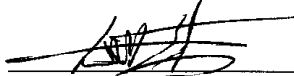

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

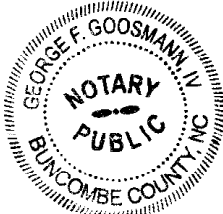
Owner, Unit(s) 3:


Xiaoxi Niu Martin

David Scott Martin

STATE OF North Carolina
COUNTY OF Buncombe

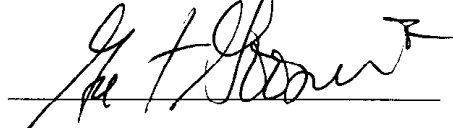
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that
(s)he signed the foregoing document: Xiaoxi Niu (Insert Name of Person Signing).
Date: May 2nd, 2013 Martin and David Scott Martin



(Official Seal)

Official Signature of Notary



Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

9

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 4:

Anne M. Mullen
Anne M. Mullen

Debra A. Miller
Debra A. Miller

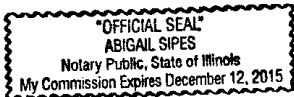
STATE OF Illinois

COUNTY OF Dekalb

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Anne M. Mullen (Insert Name of Person Signing).

Date: April 20, 2013 & Debra A Miller



Abigail Sipes
Official Signature of Notary

Abigail Sipes

Notary's printed or typed name, Notary Public

(Official Seal)

My commission expires: 12/12/2015

[SIGNATURES OF MEMBERS CONTINUE]

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 5:

Kendra McDonald
Kendra McDonald
Daniel James Green
Daniel James Green

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: KENDRA McDONALD AND DANIEL JAMES GREEN (Insert Name of Person Signing).
Date: MAY 6, 2013



(Official Seal)

Rebecca Sonia
Official Signature of Notary

REBECCA SONIA
Notary's printed or typed name, Notary Public

My commission expires: 1/27/2018

[SIGNATURES OF MEMBERS CONTINUE]

VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:

Owner, Unit(s) 6:

Paul W. Zoller
Paul W. Zoller
Amber L. Zoller
Amber L. Zoller

STATE OF North Carolina

COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Paul + Amber Zoller (Insert Name of Person Signing).

Date: April 30, 2013

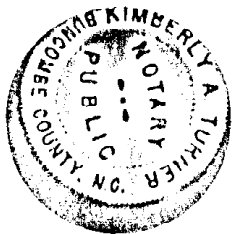
Kimberly A. Turner
Official Signature of Notary

Kimberly A. Turner

Notary's printed or typed name, Notary Public

(Official Seal)

My commission expires: May 2, 2014



[SIGNATURES OF MEMBERS CONTINUE]

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 7:

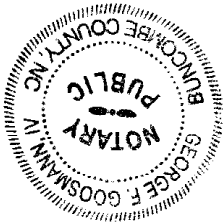
Mary E. Mahery
Mary E. Mahery

STATE OF North Carolina

COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Mary E. Mahery (Insert Name of Person Signing).
Date: May 2nd, 2013



(Official Seal)

Official Signature of Notary

George F. Goosmann

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

13

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

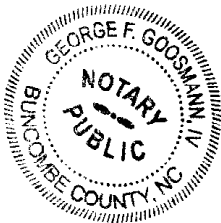
Owner, Unit(s) 8:

Russell J. Dorr
Russell J. Dorr
Christine L. Dorr
Christine L. Dorr

STATE OF North Carolina
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Russell J. Dorr (Insert Name of Person Signing).
Date: May 2nd, 2013 and Christine L. Dorr



(Official Seal)

George F. Goosmann IV
Official Signature of Notary

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

To adopt, accept
3rd amendment to
Declaration of Condominium
for Village at Bradley Branch

VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:

Owner, Unit(s) 9:

George H. Bischoff

Linda Bischoff

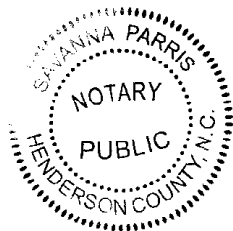
STATE OF North Carolina

COUNTY OF Henderson

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: George H. Bischoff and Linda Bischoff (Insert Name of Person Signing).

Date: May 8th, 2013



(Official Seal)

Savanna Parris
Official Signature of Notary

Savanna Parris
Notary's printed or typed name, Notary Public

My commission expires: 11/29/2014

[SIGNATURES OF MEMBERS CONTINUE]

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

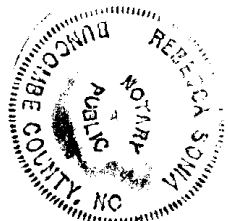
Owner, Unit(s) 10:

Mary Annice Rogers
Mary Annice Rogers

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: MARY ANNICE ROGERS (Insert Name of Person Signing).
Date: 5/6, 2013



(Official Seal)

Rebecca Sonia
Official Signature of Notary


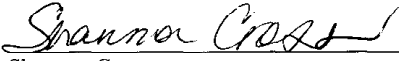
REBECCA SONIA
Notary's printed or typed name, Notary Public
My commission expires: 1/27/2018

[SIGNATURES OF MEMBERS CONTINUE]

16

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 11:


Kevin D. Cross

Shannon Cross

STATE OF North Carolina

COUNTY OF Buncombe

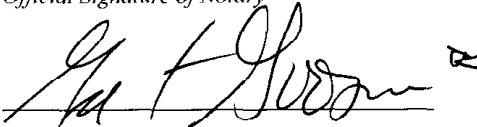
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Kevin D. Cross (Insert Name of Person Signing).

Date: May 2nd, 2013 and Shannon Cross



Official Signature of Notary



Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 12:

David J. Ormsby
David J. Ormsby
George David Squirrel
George David Squirrel

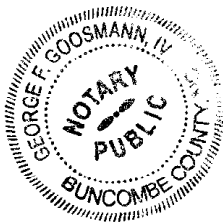
STATE OF North Carolina

COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: David J. Ormsby (Insert Name of Person Signing).

Date: May 2nd, 2013 And George David Squirrel



(Official Seal)

Official Signature of Notary

George F. Goosmann, IV

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

18

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 13:

Mark James McHugh

Mark James McHugh

William Paul Danielson

William Paul Danielson

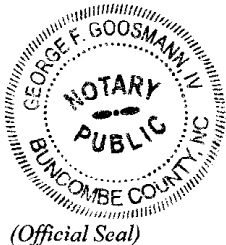
STATE OF North Carolina

COUNTY OF Burcombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Mark James McHugh (Insert Name of Person Signing).

Date: May 2nd, 2013 and William Paul Danielson



Official Signature of Notary

George F. Goosmann, IV

Notary's printed or typed name, Notary Public

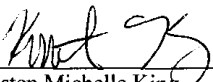
My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

19

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 14:

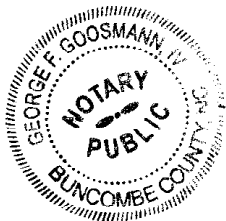

Kristen Michelle King

STATE OF North Carolina

COUNTY OF Buncombe

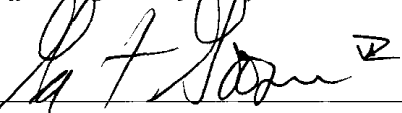
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Kristen Michelle King (insert Name of Person Signing).
Date: May 2nd, 2013



(Official Seal)

Official Signature of Notary



Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

21

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 15:

Matha J. Sommer
Matha J. Sommer

STATE OF North Carolina

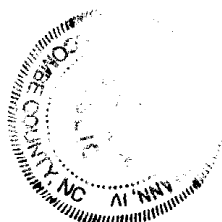
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Matha J. Sommer (Insert Name of Person Signing).

Date: May 2nd, 2013

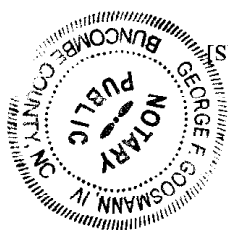
[Signature]
Official Signature of Notary



(Official Seal)

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14



[SIGNATURES OF MEMBERS CONTINUE]

21

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

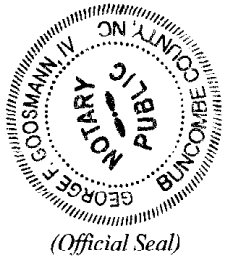
Owner, Unit(s) 16:

Brenda Gail Mills
Brenda Gail Mills

STATE OF North Carolina
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Brenda Gail Mills (Insert Name of Person Signing).
Date: May 2nd, 2013



Official Signature of Notary

[Signature]

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

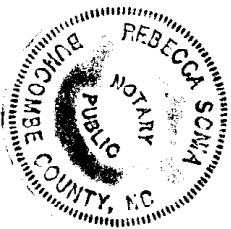
Owner, Unit(s) 17:

Alan L. Jones
Alan L. Jones

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that
(s)he signed the foregoing document: ALAN L. JONES (Insert Name of Person Signing).
Date: APRIL 30, 2013



(Official Seal)

Rebecca Sonix
Official Signature of Notary

REBECCA SONIX
Notary's printed or typed name, Notary Public

My commission expires: 1/27/2018

[SIGNATURES OF MEMBERS CONTINUE]

23

~~IN WITNESS WHEREOF~~, the Association has caused this instrument to be executed in its corporate name by its duly authorized officers, and those Members executing this Amendment have caused this instrument to be executed, each the day and year first above written.

~~ASSOCIATION:~~

~~VILLAGE AT BRADLEY BRANCH
CONDOMINIUM ASSOCIATION, INC. (SEAL)
a North Carolina non-profit corporation~~

~~By: _____
Name: _____
Title: _____~~

STATE OF IL
COUNTY OF Cook

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Daniel Anderson (Insert Name of Person Signing).

Date: May 1st, 2013



(Official Seal)

Bonnie Fonk

Official Signature of Notary

Bonnie Fonk

Notary's printed or typed name, Notary Public

My commission expires: 11/22/14

[SIGNATURES OF MEMBERS TO FOLLOW]

Daniel Anderson

Owner: Units 18 & 19

- manager for DAN Gilby, LLC owners
of 135 & 141 Sunny Meadows Drive

24

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 20:

Larry Dale Jackson
Larry Dale Jackson

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that
(s)he signed the foregoing document: LARRY DALE JACKSON (Insert Name of Person Signing).
Date: 4/10, 2013

Rebecca Sonit
Official Signature of Notary




REBECCA SONIT
Notary's printed or typed name, Notary Public
My commission expires: 1/27/18

[SIGNATURES OF MEMBERS CONTINUE]

25

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

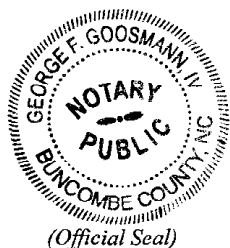
Owner, Unit(s) 21:


Stanley N. Robinson

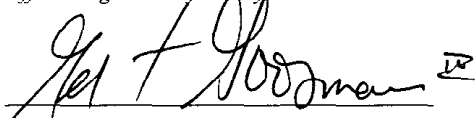
STATE OF North Carolina
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Stanley N. Robinson (Insert Name of Person Signing).
Date: May 2nd, 2013



Official Signature of Notary



Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

26

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 22:

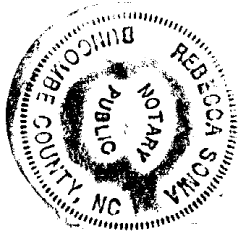
Cheryl Smith
Cheryl Smith

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that
(s)he signed the foregoing document: CHERYL SMITH (Insert Name of Person Signing).
Date: APRIL 12, 2013



(Official Seal)

Rebecca Sonia
Official Signature of Notary

REBECCA SONIA
Notary's printed or typed name, Notary Public

My commission expires: 1/27/18

[SIGNATURES OF MEMBERS CONTINUE]

21

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 23:

Carlene Spreeman
Carlene Spreeman

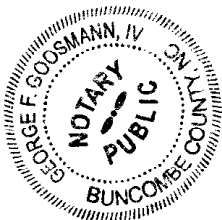
STATE OF North Carolina

COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Carlene Spreeman (Insert Name of Person Signing).

Date: May 2nd, 2013



(Official Seal)

Official Signature of Notary

George F. Goosmann, IV

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

28

VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:

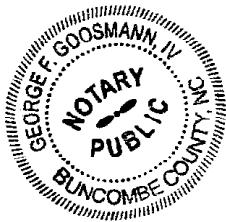
Owner, Unit(s) 24:

Susan Bradburn
Susan Bradburn
Carl Bradburn
Carl Bradburn

STATE OF North Carolina
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Susan Bradburn (Insert Name of Person Signing).
Date: May 2, 2013 and Carl Bradburn



(Official Seal)

George F. Goosmann, IV
Official Signature of Notary

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

29

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 25

Sarah Pearson
Sarah Pearson

STATE OF North Carolina
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Sarah Pearson (Insert Name of Person Signing).
Date: May 2nd, 2013



(Official Seal)

Official Signature of Notary

[Signature]

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

30

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

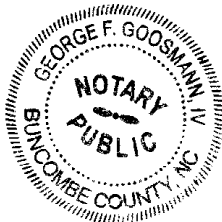
Owner, Unit(s) 26


Juliana P. Bissell

STATE OF North Carolina
COUNTY OF Buncombe

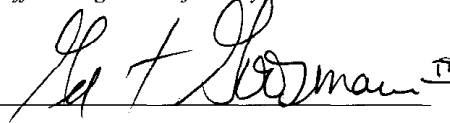
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that
(s)he signed the foregoing document: Juliana P. Bissell (Insert Name of Person Signing).
Date: May 2, 2013



(Official Seal)

Official Signature of Notary



Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

31

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 27:

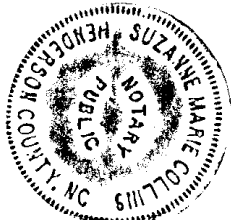
Thomas W. Kilpatrick
Thomas W. Kilpatrick
Loretta J. Kilpatrick
Loretta J. Kilpatrick

STATE OF N. Carolina

COUNTY OF Endersa

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Thomas W. Kilpatrick (Insert Name of Person Signing).
Date: April 27th, 2013



(Official Seal)

Suzanne Marie Collins
Official Signature of Notary

Suzanne Marie Collins

Notary's printed or typed name, Notary Public

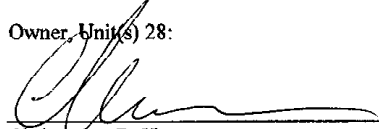
My commission expires: Aug 19th/2014

[SIGNATURES OF MEMBERS CONTINUE]

32

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

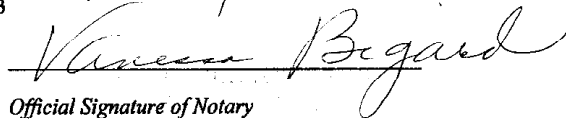
Owner, Unit(s) 28:

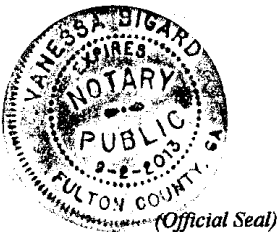

Christopher B. Henry

STATE OF Georgia
COUNTY OF Fulton

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Christopher B. Henry (Insert Name of Person Signing).
Date: 10th day, 2013


Official Signature of Notary



Vanessa Bigard

Notary's printed or typed name, Notary Public

My commission expires: _____ Notary Public
Fulton County, GA
My Commission Expires:
September 2, 2013

[SIGNATURES OF MEMBERS CONTINUE]

37

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

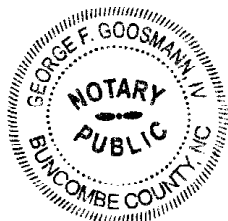
Owner, Unit(s) 29:

Jean Rights Gulden
Jean Rights Gulden, Trustee of the
2012 Gulden Family Trust

STATE OF North Carolina
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that
(s)he signed the foregoing document: Jean Rights Gulden (Insert Name of Person Signing).
Date: May 2, 2013 Trustee of the 2012 Gulden Family Trust



(Official Seal)

Official Signature of Notary

George F. Goosmann IV

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

34

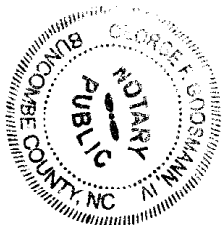
**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 30:

James R. Helton
James R. Helton
Carolyn D. Helton
Carolyn D. Helton

STATE OF North Carolina
COUNTY OF Buncombe
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: James R. Helton (Insert Name of Person Signing).
Date: May 2nd, 2013 and Carolyn D. Helton



(Official Seal)

Official Signature of Notary

George F. Goodman

Notary's printed or typed name, Notary Public

My commission expires:

11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

35

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

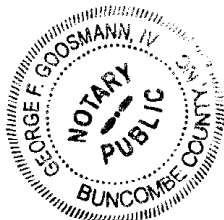
Owner, Unit(s) 31:

Pauline R. Clark
Pauline R. Clark

STATE OF North Carolina
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Pauline R. Clark (Insert Name of Person Signing).
Date: May 2nd 2013



(Official Seal)

Official Signature of Notary

George F. Goosmann, IV

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

36

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

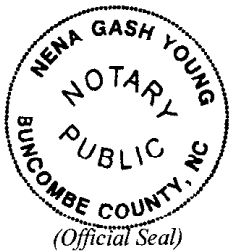
Owner, Unit(s) 32:

Carol L. O'Connor
Carol L. O'Connor
Kevin M. O'Connor
Kevin M. O'Connor

STATE OF North Carolina
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that
(s)he signed the foregoing document Carol L. O'Connor (Insert Name of Person Signing).
Date: 5-10-2013, 2013 Kevin M. O'Connor



Nena Gash Young
Official Signature of Notary

Nena Gash Young
Notary's printed or typed name, Notary Public

My commission expires: November 7, 2014

[SIGNATURES OF MEMBERS CONTINUE]

37

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 33:

[Signature]
Mark Wesley Burdette
[Signature]
Tanya Cutts Burdette

STATE OF North Carolina

COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that
(s)he signed the foregoing document: Mark Wesley Burdette (Insert Name of Person Signing).
Date: May 2nd, 2013 and Tanya Cutts Burdette



Official Signature of Notary

[Signature]

Notary's printed or typed name, Notary Public

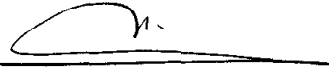
My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

36

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 34:



Isidore A. Duterte

SEE ATTACHED

Maria Judith Duterte

STATE OF North Carolina

COUNTY OF Buncombe

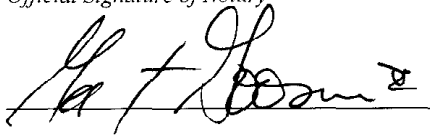
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Isidore A. Duterte (Insert Name of Person Signing).
Date: May 2nd, 2013



(Official Seal)

Official Signature of Notary



Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]


39

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 34:

SEE ATTACHED

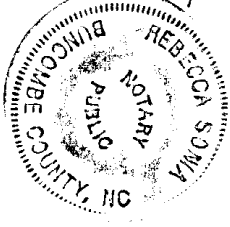
Isidore A. Duterte


Maria Judith Duterte

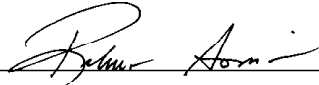
STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: MARIA JUDITH DUTERTE (Insert Name of Person Signing).
Date: MAY 10, 2013



(Official Seal)


Official Signature of Notary

REBECCA SONIA
Notary's printed or typed name, Notary Public

My commission expires: 1/27/18

[SIGNATURES OF MEMBERS CONTINUE]

40

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 35:

Jennifer Byers Presley
Jennifer Byers Presley

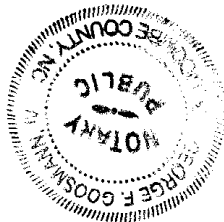
STATE OF North Carolina

COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Jennifer Byers Presley (Insert Name of Person Signing).

Date: May 2, 2013



(Official Seal)

George F. Goosman, Jr.
Official Signature of Notary

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

41

VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:

Owner, Unit(s) 36

[Signature]
Nilda Gavidia Stafford

[Signature]
Nilda Fajardo de Gavidia

[Signature]
Ricardo Gavidia Reynaud

STATE OF SAN PEDRO SULA

COUNTY OF HONDURAS

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that
(s)he signed the foregoing document: RICARDO GAVIDIA (Insert Name of Person Signing).
Date: April 29, 2013 REYNAUD



(Official Seal)

[Signature]
Official Signature of Notary

JORGE ALBERTO MALDONADO MUÑOZ

Notary's printed or typed name, Notary Public

My commission expires: N/A

[SIGNATURES OF MEMBERS CONTINUE]



42

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

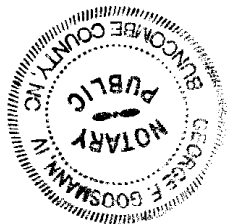
Owner, Unit(s) 37:

Barbara J. Rice
Barbara J. Rice

STATE OF North Carolina
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Barbara J. Rice (Insert Name of Person Signing).
Date: May 2nd, 2013



(Official Seal)

Official Signature of Notary

George F. Goodman

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

43

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 38:

Sherri Beane
Sherri Beane
Summer Covington
Summer Covington

STATE OF North Carolina

COUNTY OF Transylvania

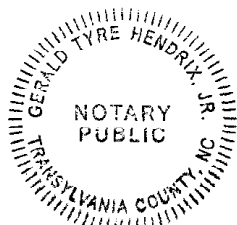
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Sherri L. Beane & Summer Covington (Insert Name of Person Signing).

Date: April 13, 2013

Gerald Tyre Hendrix, Jr.

Official Signature of Notary



(Official Seal)

Gerald Tyre Hendrix, Jr.

Notary's printed or typed name, Notary Public

My commission expires: 8/19/2014

[SIGNATURES OF MEMBERS CONTINUE]

44

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 39:

[Signature]
Louis A. Tomasetti

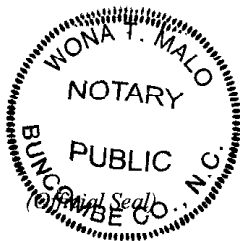
Bridgett Adams Tomasetti

STATE OF NC
COUNTY OF Buncombe

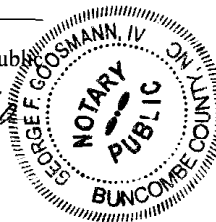
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Louis A. Tomasetti (Insert Name of Person Signing).
Date: 4-26-13, 2013

Wona T. Malo
Official Signature of Notary



WONG T. MALO
Notary's printed or typed name, Notary Public
My commission expires: 9-1-2014




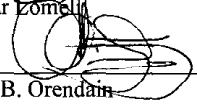
[SIGNATURES OF MEMBERS CONTINUE]

State of NC
County of Buncombe
I certify that the following person personally appeared before me this day acknowledging to me that she signed the foregoing document Bridgett Adams Tomasetti May 2nd 2013
16
[Signature]
my Commission expires 11-1-14

45

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 40:

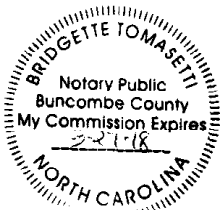

Omar Comelli

Ana B. Orendain

STATE OF North Carolina

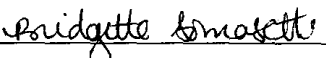
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Omar Comelli (Insert Name of Person Signing).
Date: 5-9-13, 2013 kna orendain



(Official Seal)


Official Signature of Notary

Bridgette Tomasetti
Notary's printed or typed name, Notary Public

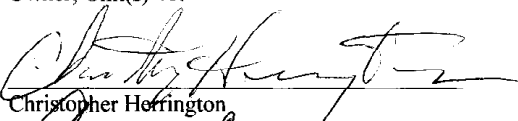
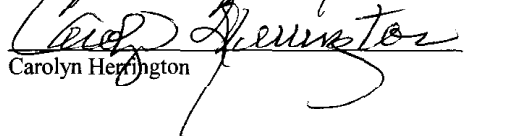
My commission expires: 3-27-18

[SIGNATURES OF MEMBERS CONTINUE]

46

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 41:

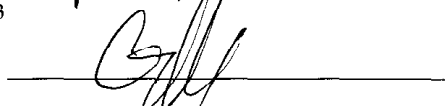

Christopher Herrington

Carolyn Herrington

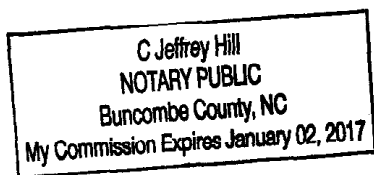
STATE OF NC

COUNTY OF Buncombe

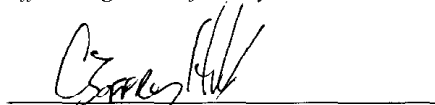
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Christopher Herrington (Insert Name of Person Signing).
Date: 4-23-, 2013


Official Signature of Notary



(Official Seal)



Notary's printed or typed name, Notary Public

My commission expires: 1-2-2017

[SIGNATURES OF MEMBERS CONTINUE]

47

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 42, 43 & 44:

Rodney E. Lawing
Rodney E. Lawing

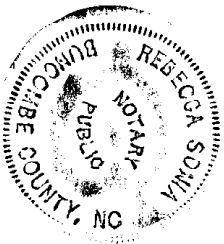
STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: RODNEY E. LAWING (Insert Name of Person Signing).

Date: APRIL 23, 2013



(Official Seal)

Rebecca Sonia
Official Signature of Notary

REBECCA SONIA
Notary's printed or typed name, Notary Public

My commission expires: 1/27/18

[SIGNATURES OF MEMBERS CONTINUE]

46

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

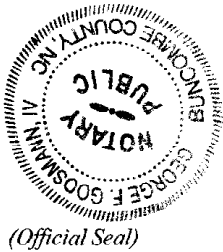
Owner, Unit(s) 45, 48 & 49:
ATLAS NC II SPE, LLC (SEAL)
a North Carolina limited liability company

By: Joshua Collins
Name: JOSHUA COLLINS
Title: Vice President

STATE OF North Carolina
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: Joshua Collins, (Insert Name of Person Signing).
Date: May 2nd, 2013 Vice President of Atlas NC II SPE, LLC



Official Signature of Notary

George F. Goosman

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

49

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 46:

Tommie M. Smith
Tommie M. Smith *big*
many Catherine Pisano
mezzo *exe*

STATE OF North Carolina

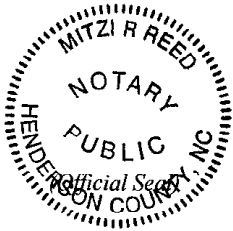
COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: many Catherine Pisano (Insert Name of Person Signing).

Date: April 26, 2013

Mitzi R Reed
Official Signature of Notary



Mitzi R Reed

Notary's printed or typed name, Notary Public

My commission expires: 6/3/2014

[SIGNATURES OF MEMBERS CONTINUE]

50

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 47:

X William H. Clark
William H. Clark

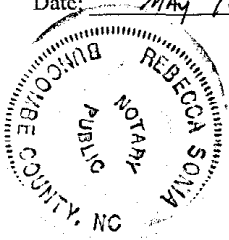
SEE ATTACHED
Barbara R. Clark

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document: William H. Clark (Insert Name of Person Signing).
Date: MAY 10, 2013



(Official Seal)

Rebecca Sonia
Official Signature of Notary

REBECCA SONIA
Notary's printed or typed name, Notary Public

My commission expires: 1/27/2018

[SIGNATURES OF MEMBERS CONTINUE]

51

**VILLAGE AT BRADLEY BRANCH
CONDOMINIUM MEMBERS:**

Owner, Unit(s) 47:

SEE ATTACHED

William H. Clark

Barbara R. Clark

Barbara R. Clark

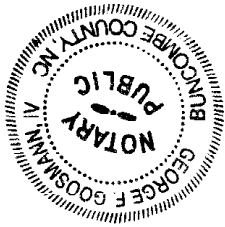
STATE OF North Carolina

COUNTY OF Buncombe

(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that
(s)he signed the foregoing document: Barbara R. Clark (Insert Name of Person Signing).

Date: May 2nd, 2013



(Official Seal)

[Signature]

Official Signature of Notary

Notary's printed or typed name, Notary Public

My commission expires: 11-1-14

[SIGNATURES OF MEMBERS CONTINUE]

The Village at Bradley Branch Condominium **Association Rules and Regulations**

ARTICLE I

GENERAL STANDARDS

Section 1.1

These Rules and Regulations shall apply to all Unit Owners, Tenants, Occupants and Guests residing at The Village at Bradley Branch or using the common areas.

Section 1.2

Unit Owners, their guests and tenants, in their conduct at The Village of Bradley Branch, shall comply with all laws of the United States, the state of North Carolina, and ordinances of Buncombe County.

Section 1.3

The Rules and Regulations may be amended in accordance with section 4.14 of the Bylaws for The Village at Bradley Branch.

ARTICLE II

BEHAVIORAL STANDARDS

Section 2.1

Unit Owners, and those for whom they bear responsibility, shall behave in ways that show respect for the rights and comfort of their neighbors in or about their units as well as in the Common Areas.

Section 2.2

No Unit Owner or occupant shall cause or permit to be caused any excessively loud noise that shall cause unreasonable disturbance to any other Unit Owner or occupant. Unreasonable noises penetrating beyond the private property of the Unit Owner shall not be permitted between the hours of 10:00pm and 7:00am.

Section 2.3

Individuals shall control all alcohol use so as not to cause unreasonable disturbance to other community members.

Section 2.4

Unit Owners shall be responsible for the actions of their children, tenants, occupants, guests and pets.

ARTICLE III

ARCHITECTURAL CHANGES

Section 3.1

In furtherance of the goal of keeping our community appearing reasonably neat and clean, all areas surrounding the Units shall be kept well maintained. Items not in immediate use shall be neatly stored behind or within the Units.

Section 3.2

Each Unit owner shall be responsible for the removal of all trash and refuse from the Owner's Unit to the end of the driveway for trash pick-up. The Unit owner must use the trash container provided to them.

Section 3.3

Unit Owners are free to put a sign in the window or attached to their home, signs placed elsewhere must have the approval of the Architectural Committee.

Section 3.4

a). Landscape amenities are permitted, but require design approval from the Architectural Committee.

b). No fences, sheds, hedges, or other structure of enclosure within these spaces shall be permitted unless approved by the Architectural Committee. If approved, any damage to buried utility lines or other property resulting from landscaping or construction shall be the responsibility of the Unit Owner. The Unit Owner shall contact the local utility Locate service before making any machine or substantial hand-tool excavation.

Section 3.5

Appeals to the decisions made by the Architectural Committee may be made to the Village of Bradley Branch Homeowner's Association Board of Directors.

ARTICLE IV

PETS

Section 4.1

The Village at Bradley Branch pet policy aims to be a set of guidelines based on the assumption that pet owners will be able to enjoy their pets and that we will all be considerate of each other. Pet owners assume full responsibility for their pets' behavior, noise, damage and droppings.

Section 4.2

- a). Occupants must leash their dogs in common areas at all times.
- b). Pet owners shall clean up after their pets in all common areas. There are no exceptions.
- c). Occupants shall not bring in pets with aggressive behavior.
- d). In the case of dogs, Occupants shall take the steps to prevent excessive barking.
- e). Occupants are encouraged to keep cats and other such pets indoors.
- f). All pets shall comply with the local County ordinances and regulations.

ARTICLE V

MOTOR VEHICLES

Section 5.1

Residents are encouraged to park in their garages and driveways. If additional parking is needed, please only park in the provided overflow

parking areas or along the streets where parking is permitted. Please do not park on the sidewalks or block another Unit's driveway.

Section 5.2

All Residents desiring to park a vehicle that is not a passenger automobile or a light truck, including but not limited to trucks/boats/recreational vehicles, may present their request to the Architectural Committee for approval.

Section 5.3

Under no circumstances are owners or guests permitted to park in driveways belonging to other unit owners or in driveways of units that have not been sold. If such activity results in damage of any kind including but not limited to fluids leaking onto driveway surface, the offender shall be responsible for all costs to correct.

Section 5.4

Residents may perform maintenance, repair, and cleaning of their own vehicles in their driveways or areas directly in front of their unit as long as it is not creating a nuisance for the other Occupants. This shall not involve a long-term, visible, unfinished project. Any car parts, tires or miscellaneous belongings shall not be left out overnight.

It is requested that all vehicles visible from the road be registered and in working order. If a vehicle is not in working order is must be either repaired or removed within 30 days.

SECTION VI

INVESTMENTS PROPERTY OWNERS

Section 6.1

If you wish to lease your condominium or townhome please provide the following to the Board of Directors.

- a). All leases shall be in writing.
- b). All leases shall provide that the terms of the lease and the lessee's occupancy are subject, in all respects, to the provisions of the Covenants, Bylaws, Rules and Regulations of the Association.

c). Every owner is obligated to provide an executed copy of any lease to the Board of Directors within ten days after signing said lease. The Unit Owner must also provide contact information for the new occupants.

d). After a hearing by the Association's Board of Directors, the Board reserves the right to require an owner to evict a tenant for continued violations of the Covenants, Bylaws or Rules and Regulations of the Association.

Section 6.2

No Unit Owner shall rent his unit for transient or hotel purposes, which for purposes of these Rules and Regulations shall be defined as either rental for any period less than six (6) months or any rental if the lessee of the unit is provided customary hotel services. Each permitted lease shall lease an entire unit, shall be in writing, and shall be subject to these Rules and Regulations, Declarations and Bylaws, and any failure of the lessee to comply with the terms of such documents shall be at default under the lease. No unit shall be subject to or used for any timesharing, cooperative, licensing, or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic, occupancy by multiple Unit Owners, Cooperators, or Timesharing participants. Other than the foregoing restrictions, each unit owner shall have the full right to lease his unit for single family residential purposes. The Declarant shall have the full right and authority to lease any and all units which it owns.

The Village at Bradley Branch Condominium HOA Budget

Work Description	Monthly	Yearly
Lawn Care & Landscaping of Common Areas	\$1,750.00	\$21,000.00
Miscellaneous & Administration	\$20.00	\$240.00
Street Lighting	\$150.00	\$1,800.00
Pest Control	\$150.00	\$1,800.00
Garbage Collection	\$880.00	\$10,560.00
Reserve for Future Repairs/Maintenance of Building Exteriors	\$300.00	\$3,600.00
Total Expense	\$3,250.00	\$39,000.00
Total Income: 50 units @ \$65.00/month	\$3,250.00	\$39,000.00
& one time \$100.00 unit closing assessment		\$44,000.00

Bradley Branch

EXTERIOR ARCHITECTURAL CHANGE REQUEST RESPONSE

Your request received on _____, for exterior changes to your unit located at _____, for additions described as _____, has been:

(Circle one): **Approved** **Denied**

☐ Additional contingencies for approval:

FENCE - The fence is to be as described as 6' in height, 12' in width, made of wood or vinyl in the shadow box style. The fence will enclose the patio and 2' out.

******THE CUSTOMER MUST CALL LOCATOR SERVICE****** at:

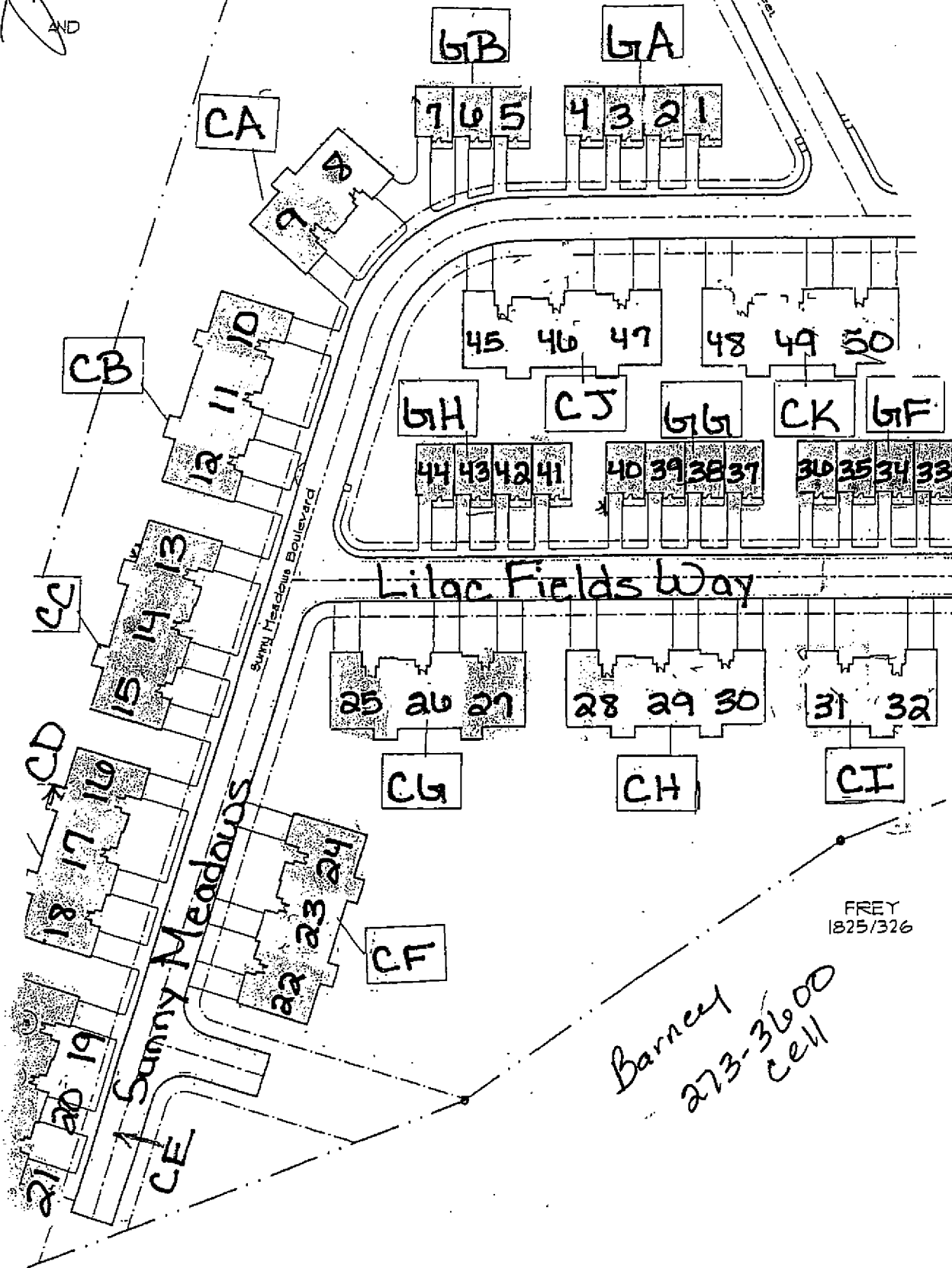
NC1CALL or 1-800-632-4949. This service free and will prevent you from incurring excessive costs if a utility line is punctured.

DISH – Satellite dish can not be attached to the building or any retainer wall. Dish must be placed as best out of site of the front of the building as possible. Dish must be installed on a poll. The installation contractor must bury their lines. One dish can service up to 5 units in the same building. When you request service you should check with the satellite company to see if your needs can be met with an already existing dish as excessive dishes will deteriorate from the value of the community.

☐ Reasons for denial:

Bradley Branch Architectural Committee

Jim
AND



FREY
1825/326

Barney
273-3600
cell

The Villages at Bradley Branch

RENTAL, LEASING AND OCCUPANCY

- 1. In accordance with the Amendment to the Declaration of Condominium for the Village at Bradley Branch, no more than 10 units may be rented at any one time. Further, since the ability to rent a unit is a privilege, in order to allow more owners the ability to rent their units, there shall be a limit of one rental unit per owner.**
- 2. If an owner would like to rent his or her unit they must submit a Request to Lease Form to the Board of Directors for approval. (Form is attached) The Board will have 10 days to respond to the owner regarding the status of their rental request.**
- 3. If the Request to lease form is approved by the Board the unit owner may then start the process of leasing the unit. At least 15 days prior to the beginning of any lease the owner must submit a credit check and copy of the lease to the Property Manager. If the owner wishes to use Lifestyle Property Management to run a background check on the proposed tenant a check of \$40 written out to Lifestyle Property Management along with a Rental Application Form must be submitted to the Property Manager at least 30 days prior to the beginning of the lease. The Property Manager will notify the owner of the property within 15 days as to the status of the application.**
- 4. The lease period is a minimum of 12 months. No portions of a unit may be leased. No subletting or assignment of a lease is permitted.**
- 5. If a request to lease form is submitted and the rental cap of 10 units has already been met they will then be placed on the waitlist and notified when a rental space becomes available.**
- 6. If the owner's occupancy of an approved rented unit ends the owner will notify the Property Manager of the Move out date and will then have 90 days from the date of move out to replace the lease on the unit. If the owner is unable to lease the unit within 90 days of move out the owner will be removed from the approved rental list and be placed at the bottom of the rental waiting list.**
- 7. When an owner of a rental unit sells their unit, the unit will lose its status as an approved rental unit. If the unit is occupied by a tenant, the lease term in place at the time of sale will be allowed to expire. Upon expiration, the unit will no longer be considered a rental unit. However, the new owner may request addition to the rental waiting list at any time, and will be added to the**

end of the list.

8. Failure to follow the guidelines therein will result in a hearing in front of the Board of Directors and a fine of up to \$100 per day can be assessed to the owner of the unit.
9. The Board shall have the option to allow leasing of a unit at any time to avoid undue hardship. Any owner who believed that leasing is necessary to avoid undue hardship shall make a written request to the Board/Property Manager. The Board will respond with the decision regarding this request within 15 days of submission.

Since the ability to rent a unit is a privilege, owners must be in good standing in order to maintain their position on the rental waiting list. Failure to maintain good standing, by becoming more than 60 days delinquent in monthly dues, assessments, or other obligations, will result in automatic removal from the waiting list. Upon payment of outstanding obligations, including penalties, the owner may request to be added back to the waiting list, but will re-enter at the end of the list.