

BY – LAWS
OF
SANTEE INVESTORS SOCIETY
BRADFORD VILLAGE
Incorporated – August 14, 1990

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A COOPERATIVE
BY-LAWS
OF
SANTEE INVESTORS SOCIETY (THE SAINTS®)
d/b/a BRADFORD VILLAGE, BRADFORD MALL
& SANTEE MEDICAL CENTER

1. IDENTITY

These are the By-Laws of Santee Investors Society, a Co-Operative under the laws of the State of South Carolina, the Articles of incorporation of which were filed in the office of the Secretary of State on November 4, 1983. Santee Investors Society, herein called "SAINT" has been organized for the purpose of administering the operation and management of Bradford Village, a retirement community established or to be established in accordance with the laws of the State of South Carolina upon the property situate, lying and being in Orangeburg County, south Carolina, and described in Schedule AA® attached hereto and incorporated herein by reference.

a) The provisions of these By-Laws are applicable to Bradford Village, and the terms and provisions hereof are expressly subject to the terms, provisions, conditions and authorization contained in the Articles of Incorporation and Covenants which will be recorded in the Public Records of Orangeburg County, South Carolina, at the time said property and the improvements now or hereafter situated thereon are submitted to the plan of residential ownership, the terms and provisions of said Articles of Incorporation and Declaration of Restrictive Covenants to be controlling wherever the same may be in conflict herewith.

b) All present or future owners, tenants, future tenants, or their employees, or any other person that might use the Residential Unit or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Restrictive Covenants.

c) The office of the SAINTS shall be at One Bradford Boulevard, Santee, South Carolina, or such other place as the Board of Directors shall designate from time to time.

d) The fiscal year of the SAINTS shall be the calendar year, except that in the initial year of the operation of Bradford Village, the fiscal year shall commence with the closing of the sale of the first Residential Unit.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

a) The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article V of the Declaration of Restrictive Covenants of the SAINTS, the provisions of which said Article V of the Declaration of Restrictive Covenants are incorporated herein by reference.

b) A quorum at members= meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

c) The vote of the owner of a Residential Unit owned by more than one person or by a corporation or other entity shall be cast by the one person named in a Certificate signed by all of the owners of the Residential Unit and filed with the Secretary of the SAINTS, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such Owners shall not be considered in determining the requirements for a quorum, nor for any other purpose.

d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

e) Approval or disapproval of a Residential Owner upon any matter, whether or not the subject of a SAINTS meeting, shall be by the same person who would cast the vote of such Owner if in a SAINTS meeting.

f) Except where otherwise required under the provisions of the Articles of Incorporation of the SAINTS, these By-Laws, the Declaration of Restrictive Covenants, or whether the same may otherwise be required by law, the affirmative vote of the persons entitled to cast a majority of the votes at any duly called members= meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETING OF MEMBERSHIP

a) The Annual Members' Meeting shall be held at such hour and place designated by the Board of Directors, on the first Tuesday in October of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members, provided, however, that if the day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Tuesday. The First Annual Meeting shall be held on the appropriate date in October, 1984.

b) Special Members' Meeting shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such Officers upon request of a written request from members of the SAINTS owning a majority of the Residential Units.

c) Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the SAINTS, or other Officers of the SAINTS, in absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixth (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his post office address as it appears on the records of the SAINTS (Register of Owners) as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice.

Any member may, by signed written waiver of notice, waive such notice and, when filed in the records of the SAINTS whether before or after the holding of the meeting such waiver shall be deemed equivalent to the giving of notice to the member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Restrictive Covenants, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

d) The order of business at Annual Members' Meetings and, as far as practical, at any other members' meetings, shall be:

- i) Calling of the roll and certifying of proxies;
- ii) Proof of notice of meeting or waiver of notice;
- iii) Reading and disposal of any unapproved minutes;
- iv) Reports of Officers;
- v) Reports of Committees;
- vi) Appointment of Inspectors of Election by Chairman;
- vii) Unfinished Business;
- viii) New Business; and
- ix) Adjournment.

4. BOARD OF DIRECTORS

A) The first Board of Directors of the SAINTS shall consist of five (5) persons. At least a majority of the Board of Directors shall be members of the Co-op or shall be authorized representatives, officers or employees of Dolph Overton, his heirs and assigns. Notwithstanding the foregoing, so long as the developer, Dolph Overton, (and his heirs and assigns) owns two (2) or more Residential Units in the Development (including Units in the Development pursuant to amendments to the Declaration of Restrictive Covenants and/or has not subjected all of the lands described in Exhibit "A" of the Articles of Incorporation of the SAINTS to the terms of the Declaration of Restrictive Covenants, Dolph Overton shall have the right to designate and select a majority of the persons who shall serve as members of each Board of Directors of the SAINTS. Any Directors designated by and selected by Dolph Overton need not be a resident of Bradford Village.

b) Election of Directors shall be conducted in the following manner:

i) Developer shall, at the beginning of the election of the Board Of Directors, designate and select that number of the members of the Board of Directors which he shall be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection of Developer by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Developer shall be deemed and considered for all purposes Directors of the SAINTS, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.

ii) All members of the Board of Directors whom Developer shall not be entitled to designate and select under the terms and provisions of these By-Laws shall be elected by a plurality of the vote cast at the Annual Meeting of the members of the SAINTS immediately following the designation and selection of the members of the Board of Directors whom Developer shall be entitled to designate and select.

iii) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by Developer, such vacancy shall be filled by Developer designating and selecting, by written instrument delivered to an Officer of the SAINTS, the successor Director to fill the vacated Directorship for the unexpired term thereof.

iv) At the first Annual Meeting of the members held after the property identified herein has been submitted to the plan of residential ownership and the Declaration of Restrictive Covenants has been recorded in the public records of Orangeburg County, South Carolina, the term of office of the three (3) Directors receiving the highest plurality of votes shall be established at two (2) years, and the terms of office of the other two (2) Directors shall be established at one (1) year. Thereafter, as many Directors of the SAINTS shall be elected at the Annual Meeting as there are regular terms of office of Directors

expiring at such time, and the term of office of the Directors so elected at the Annual Meeting of the members each year shall be for two (2) years expiring at the second Annual Meeting following their election, and thereafter until their successors are duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided by law. If at the time of the first Annual Meeting Developer had the right pursuant to paragraph 4 (a) above, to select Directors, then Developer shall have the right to designate and select two (2) Directors whose term of office shall be established at two (2) years, and one (1) Director whose term of office shall be established at one (1) year.

v) In the election of Directors, there shall be appurtenant to each Residential Unit a total vote equal to the number of Directors to be elected multiplied by the Unit's appurtenant undivided interest in the Common Area as set forth in the Declaration of Restrictive Covenants; provided, however, that no member or owner of one (1) Residential Unit may cast a vote greater than the Unit's appurtenant undivided interest in the Common Area for any one person nominated as a Director, it being the intent hereof that voting for Directors shall be noncumulative. Notwithstanding the fact that Developer may be entitled to designate and select a majority of the members of the Board of Directors, he shall be entitled to cast the vote for each Residential Unit owned by him in the elections of other Directors; provided, however, that the other Directors elected are persons other than Officers, Directors, Stockholders and Employees of Developer, or wives and relatives of any said persons.

vi) In the event that Developer, in accordance with the rights herein established, selects any person or persons to serve on any Board of Directors of the SAINTS, Developer shall have the absolute right at any time, with sole discretion, to replace such person or persons with another person or persons to serve on said Board of Directors. Replacement of any person or persons designated by Developer to serve on any Board of Directors of the SAINTS shall be made by written instrument delivered to any Officer of the SAINTS, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as

successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any Officer of the SAINTS.

c) The organizational meeting of each newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

d) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

e) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) day notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

f) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

g) A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles or Incorporation or these By-Laws or the Declaration of Restrictive Covenants. If any Directors' Meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purpose has not attended, wherever the latter percentage of attendance may be required, as set forth in the Articles of Incorporation, these By-Laws or Declaration of Restrictive Covenants, the Directors who are present may adjourn the meeting from time to time until a

quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

h) The Presiding Officer of Directors' Meetings shall be the Chairman of the Board, if such an Officer has been elected; and if none, then the President of the SAINTS shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

i) Directors' fees, if any, shall be determined by the members.

j) All of the powers and duties of the SAINTS shall be exercised by the Board of Directors, including those existing under the Common Law and Statutes, the Articles of Incorporation of the SAINTS, these By-Laws and the Declaration of Restrictive Covenants, such powers and duties shall be exercised in accordance with said Articles of incorporation, these By-Laws and the Declaration of Restrictive Covenants, and shall include, without limiting the generality of the foregoing, the following:

i) To make, levy and collect assessments against members and members' Residential Units to defray the costs of the Residential Unit, as provided for in Article XII of the Declaration of Restrictive Covenants, which Article is herein incorporated by reference, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the SAINTS;

ii) To maintain, repair, replace, operate and manage the Common Areas and Facilities wherever the same is required to be done and accomplished by the SAINTS for the benefit of its members; and further to approve any expenditure made or to be made for said purposes.

iii) To reconstruct any part of the Common Property after casualty in accordance with Article VII of the Declaration of Restrictive

Covenants, and to make further improvement to the Common Property, real And personal, and to make and to enter into any and all contracts, necessary Or desirable to accomplish said purposes;

iv) To make, amend and enforce regulations governing the use of the common property and Residential Units as long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Restrictive covenants;

v) To acquire, operate, lease, manage and otherwise trade and deal With property, real and personal, including Residential Units, in Bradford Village as may be necessary or convenient in the operation and management of Bradford Village, and in accomplishing the purposes set forth in the Declaration of Restrictive Covenants, provided that the acquisition of real property other than Residential Units shall require the approval of the SAINTS;

vi) To acquire now or at any time hereafter, and to enter into leases and agreements whereby the SAINTS acquires leaseholds, memberships, and other possessory or use interests in lands of facilities including, but not limited to, swimming pools, tennis and other recreational facilities, whether or not contiguous to the lands of Bradford Village to provide enjoyment, recreation or other use or benefit to the owners of Residential Units;

vii) To contract for the management of Bradford Village and to delegate such contractor all of the powers and duties of the SAINTS, except those which may be required by the Declaration of Restrictive Covenants to have approval of the Board of Directors or membership of the SAINTS;

viii) To enforce by legal means or proceedings the provisions of the Articles of Incorporation and By-Laws of the SAINTS, the Declaration of Restrictive Covenants and the regulations hereinafter

promulgated governing use of the Common Property in Bradford Village;

ix) To pay all taxes and assessments which are or may become liens against any part of Bradford Village, other than Residential Units and the appurtenances thereto, and to assess the same against the members and their respective Residential Units subject to such liens;

x) To purchase insurance for the protection of the members and the SAINTS against casualty and liability in accordance with Article VII of the Declaration of Restrictive covenants, including geriatrics and other medical and hospital insurance;

xi) To pay all costs of power, water, sewer and other utility services rendered to Bradford Village and not billed to the Owners of the Separate Residential Units; and

xii) To designate and replace personnel necessary for the maintenance, repair replacement and operation of Bradford Village including the Common Property.

k) The initial Board of Directors of the SAINTS shall be comprised of the five (5) persons designated to act and serve as Directors in the Declaration of Restrictive Covenants, which said persons shall serve until their successors are elected at the first Annual Meeting of the members of the SAINTS called after the property identified herein has been submitted to the plan of residential ownership and the Declaration of Restrictive Covenants has been recorded in the public records of Orangeburg County, South Carolina. Should any member of the initial Board of Directors be unable to serve for any reason, a majority of the remaining members of the Board of Directors shall have the right to select and designate a party to act and serve as a Director for the unexpired term of the Director who is unable to serve.

l) The undertakings and contracts authorized by the initial Board of Directors shall be binding upon the SAINTS in the same manner as though such undertakings and contracts had been authorized by any Board of

Directors duly elected by the membership after the property identified herein has been submitted to the plan of residential ownership, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the SAINTS in accordance with all applicable residential unit documents.

m) Any one or more of the members of the Board of Directors may be Removed, either with or without cause, at any time by a vote of the members owning a majority of the Residential Units in Bradford Village, at any Special Meeting called for such purpose or at the Annual Meeting; provided, however, that only the Developer shall have the right to remove a Director appointed by him.

5. OFFICERS

a) The executive officers of the SAINTS shall be a President, who Shall be a Director, a Vice-President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and whom may be peremptorily removed by a vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be Vice-President, Secretary or an Assistant Secretary. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the SAINTS.

b) The President shall be the chief executive officer of the SAINTS. He shall have all of the powers and duties which are usually vested in the office of the president of any association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the SAINTS.

c) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the SAINTS and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the SAINTS, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

e) The Treasurer shall have custody of all of the property of the SAINTS, including funds, securities and evidences of indebtedness. He shall keep, or supervise the keeping of, the assessment rolls and accounts of the members; he shall keep the books of the SAINTS in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

f) The compensation of all officers and employees of the SAINTS Shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the SAINTS, nor preclude the contracting with a Director for the management of Bradford Village.

g) All officers shall serve at the pleasure of the Board of Directors and any Officer may be removed from office at any time, with or without cause, by a majority vote of the Board of Directors.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the SAINTS set forth in the Declaration of Restrictive Covenants and Articles of Incorporation shall be supplemented by the following provisions:

a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Residential Unit. Such account shall designate the name and address of the Unit Owner or Owners, the amount of

each assessment against the Owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the SAINTS, including, but not limited to, the following:

i) Common Expense budget, which may include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operating of the capital improvements to the Common Property including landscaping, street and walkways, office expense, utility services, casualty insurance, liability insurance, administration and reserves (operating and Capital Improvement Replacement), management fees and costs of maintaining leaseholds; Memberships, and other possessory or use interest in lands or facilities whether or not contiguous to the lands of Bradford Village, to provide enjoyment, recreation or other use of benefit to the Unit Owners; and

ii) Proposed assessments against each member and his Unit.

Copies of the proposed budget and proposed assessments shall be transmitted to each member prior to January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended to each member shall not effect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management; or in the event of emergencies.

c) The depository of the SAINTS shall be in such bank or banks as shall be designated from time to time by the Directors and in which the monies of

the SAINTS shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by persons as are authorized by the Directors.

d) A financial statement of account of the Association shall be made annually by a Certified Public Accountant, and a copy of the statement furnished to each member of the Association not later than April 15 of the year following the year for which the statement is made. The Board of Directors of the Association shall have the authority to order a certified audit if it determines the same is warranted.

e) Fidelity bonds may be required by the Board of Directors from all officers and employees of the SAINTS and from any contractor handling or responsible for SAINTS funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the SAINTS.

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of South Carolina.

8. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

a) Amendments to these By-Laws may be proposed by the Board of Directors of the SAINTS acting upon a vote of the majority of the Directors, or by members of the SAINTS owning a majority of the Residential Units in Bradford Village, whether meeting as members or by instrument in writing signed by them.

b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the SAINTS, or other Officer of the SAINTS in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the SAINTS and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such Officer of the proposed amendment or amendments, and it

shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

c) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds (2/3) of the Common Area of Bradford Village. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the SAINTS, and a copy thereof shall be recorded in the public records of Orangeburg County, South Carolina, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members. No amendment shall become operative or effective until it shall have been duly recorded.

c) Upon the approval and proper recording of any amendment or amendments, the same shall become binding upon all Unit Owners.

d) At any meeting held to consider any amendment or amendments to the By-Laws, the written vote of any member of the SAINTS shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary or the SAINTS at or prior to such meeting.

e) Notwithstanding the foregoing provisions of this Article 8, no amendment to these By-Laws which shall abridge, amend or alter the right of the Developer to designate and select members of each Board of Directors of the SAINTS, as provided in Article 4 hereof, may be adopted or become effective without the prior written consent of the developer.

9. RULES OF CONDUCT

The rules of conduct shall be enforced as outlined in the Declaration of Restrictive Covenants.

10. COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Horizontal Property Act of South Carolina, South Carolina Code of Laws (1976) as amended, Section 27-31-10 to Section 27-31-300, and as may be further amended from time to time. In the event that any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing were adopted as the By-Laws of Santee Investors Society (SAINTS), under the laws of the State of South Carolina, at the first meeting of the Board of Directors on the 8th day of November, 1983.

Eranda S. Everett
Secretary

APPROVED:

Norman L. Richardson
President

**DECLARATION
of
RESTRICTIVE COVENANTS**

**BRADFORD
VILLAGE**

1983 – Recorded in Orangeburg, SC
1998 – Revised (para. 1.01)
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STATE OF SOUTH CAROLINA, COUNTY OF ORANGEBURG – DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, GRANTS AND EASEMENTS FOR CERTAIN HOMES TO BE BUILT IN BRADFORD VILLAGE.

This Declaration made this 8th day of November, 1983, by Dolph Overton, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of the real property legally described in Section 2.01 of Article II of this Declaration, and it is contemplated that Declarant may impress these declarations of covenants, conditions, restrictions, reservations, grants and easements to other parcels of real estate owned by the Declarant along Bradford Boulevard and I-95; and

WHEREAS, Declarant is desirous of immediately subjecting the Property described in Section 2.01 to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said Property, and each owner thereof, and shall inure to the benefit of and pass with said Property and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that the Property described in and referred to in Section 2.01 of Article II hereof is, and shall be, held, transferred, conveyed, sold and occupied subject to the conditions, covenants, restrictions, reservations and easements (sometimes hereinafter referred to collectively as "Covenants") hereinafter set forth, and further, that other parcels now owned by the Declarant or hereafter acquired, may be added to and subjected to the covenants herein set forth, at the sole discretion of the Declarant.

ARTICLE I

General Purposes of This Declaration

Declarant contemplates construction on the Property of five hundred (500) residences, parking areas and related facilities. The residences, together with the individual lots upon which they are situated (hereinafter referred to as "Residential Units"), will be sold to individual purchasers (hereinafter referred to as "Residential Owners") for use as their residences, and the remainder of the property, which shall include, but not be limited to, two (2) entrances to Bradford, streets and green areas (hereinafter referred to as the "Commons"), shall be held subject to provisions of this Declaration and eventually conveyed to a South Carolina Co-op, Santee Investors Society (SAINTS) to be formed and conducted as hereinafter set forth, for the benefit of the Residential Owners. Each residential unit will be a single story home on a single lot and have no more than three bedrooms. There will be no townhouses, condos, mobile homes, manufactured homes or log cabins allowed in Bradford Village. All homes must conform to the plans now in effect in Phases I and II.

The Property is hereby subjected to the Covenants hereby declared to insure proper use and appropriate development and improvement of every part thereof; to protect the owner of each individual lot against improper use of any of the other lots which may depreciate the value of this

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Property; to guard against the erection on any of the lots of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said Property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to insure desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of Property and all residents and in general to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE II

Property Subject to This Declaration

- 2.01 The property which is by this Declaration declared to be held, transferred, sold, conveyed, and occupied subject to the Covenants is located in the County of Orangeburg, State of South Carolina, and is more particularly described in Exhibit "A," attached hereto and made a part hereof.
- 2.02 In the event Declarant elects from time to time to annex and subject all or any portion of his remaining property to the provisions of this Declaration, Declarant shall record a Supplementary Declaration(s), which shall contain but not be limited to the following:
- (a) The legal description of the Property which is to become subject to this Declaration;
 - (b) A delineation of the Property, indicating that portion of the Property which is to be improved with Residential Units and that portion which is to become part of the Commons.
- 2.03 Upon compliance with this paragraph all Supplementary Declarations and the Property which is to be improved with Residential Units and that portion which is to become part of the Commons.
- (a) The rights, easements, covenants, restrictions, burdens, uses and privileges set forth and described herein shall run with and bind the land of such additional portions of the Property or such other real estate and inure to the benefit of and be the personal obligation of the Owners of Residential Units thereon in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Property previously subjected hereto;
 - (b) Every person or entity who is an Owner of any Residential Unit shall be a member of the SAINTS on the same terms and subject to the same qualifications and limitations as those members who are then Owners of Residential Units and residing in Bradford Village;
 - (c) In all other respects, all of the provisions of this Declaration shall include and apply to the portions of the Property included in any such Supplementary Declaration including any Residential Units and any additions to the Commons situated therein.

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and the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

ARTICLE III

Provisions Relating to the Commons

- 3.01 The Commons, as defined herein above, and as constituted from time to time, shall be, and is hereby declared to be subject to the Covenants set forth in this Declaration, to be and remain in effect until such time as amended, modified, or revoked in accordance with the provisions of this Declaration.
- 3.02 The Commons is hereby declared to be subject to an easement for ingress and egress in favor of each Residential Unit and shall be held and maintained for the use and benefit of the Residential Units, and shall be subject to the right of the Residential Owners for themselves, and their guests and invitees, to ingress and egress over, upon and across the driveways and private streets and paths in or upon the Commons, and not for the use or benefit of the public generally. The easement herein granted shall be an easement appurtenant to and shall pass with title to each Residential Unit.
- 3.03 There shall be upon the Commons such driveways, private streets and paths as shall be necessary to provide ingress and egress to and from the Residential Units for the use and benefit of the Residential Owners for their guests and invitees, and such landscaping, other private streets and paths, benches and spaces for the parking of motor vehicles as the SAINTS shall from time to time determine and shall be in compliance with such government laws, ordinances and regulations as shall be applicable from time to time.
- 3.04 There may be upon the Commons fences of such design as the SAINTS shall determine from time to time, and as shall be in conformity with all applicable governmental laws, ordinances and regulations, at or near the perimeter of the Property and partially or entirely enclosing the Property except for such gates and other openings as the SAINTS shall determine. There may also be upon the Commons such facilities for the housing of tools, vehicles and equipment, shelters for guards, and such other structures and facilities as shall be reasonably necessary for the carrying out of the duties imposed upon the SAINTS hereunder, or as a the SAINTS may determine to erect from time to time.
- 3.05 Except as herein provided, there shall be no structures or enclosures above the ground of the Commons, and no public, commercial, or business use of any kind with the exception that a sales office of Declarant for the sale of the Residential Units, shall be permitted thereon.
- 3.06 Notwithstanding any other term or provision hereof, no vehicle shall be parked or left standing unattended at any time upon any of the private streets upon the Commons, or operated upon any of said private streets in any manner violate of any law or ordinance which would be applicable if said private streets were public streets. The SAINTS shall have, and is hereby granted, all the rights to enact and enforce the provisions of this Section 3.06, both by imposition of fines and other penalties and by removal of violating vehicles

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as said SAINTS would at the time have if (1) said private streets were public streets within the jurisdiction of the City of Orangeburg, South Carolina, and (2) the SAINTS were the duly constituted police department of said city.

- 3.07 In addition to any easements or rights created by the Plat as aforesaid, or set forth herein, the Commons is hereby declared to be subject to an easement or easements. The right is further reserved to the then owner(s) of the Commons to make and grant, from time to time such easements and rights of way, over, upon and under the Commons or any part thereof for the construction and maintenance of facilities for supply of water, electricity and gas, the furnishing of telephone service and the removal of sewage and waste and other utilities, as shall be necessary or appropriate in order to provide said service to all the Residential Units and the Owners from time to time thereof, or in order to more fully establish and maintain the rights of ingress and egress described in Sections 3.02 and 3.03.
- 3.08 The Commons and the use thereof shall be subject to such additional rules and regulations , as shall be in force from time to time by reason of action taken by the SAINTS pursuant to Article XII hereof.

Article IV

Provisions Relating to the Residential Units

- 4.01 Those portions of the Property shown and described on the Plat as Residential Units are hereby declared to be subject to the covenants, agreements, easements and restrictions set forth in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration.
- 4.02 From and after the completion of the construction of each Residential Unit and the delivery thereof to its initial Residential Owner, there shall be no alterations, changes, additions (including the construction of a garage) unless approved by the SAINTS, or deletions to or from said Residential Unit of any nature which will be visible from the exterior of the Residential Unit or which will, or may, adversely affect any other Residential Unit, as , for example, impairment of strength of any party wall, increase of sound transmission between units, or otherwise.
- 4.03 There shall be no change in any exterior color of any Residential Unit from the color scheme then in effect throughout the Property, except in connection with a general change in such color scheme under the direction or with the approval of the SAINTS.
- 4.04 From and after the completion of the construction of each Residential Unit and the delivery thereof to its initial Residential Owner, no trade or business shall be carried on within any Residential Unit and no signs shall be placed on or within any Residential Unit (other than designations, in such styles and materials as the SAINTS shall by regulation approve, of street addresses and names of Residential Owners).
- 4.05 No domestic or other animals of any kind shall be kept or maintained within any Residential Unit, except for such birds, dogs, cats, ornamental fish and other household

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pets as may be permitted by regulations adopted by the SAINTS from time to time, it being expressly understood that the SAINTS are hereby granted and shall have power to entirely prohibit the keeping or maintenance of any or all of such pets.

- a) Residential owners may keep household pets such as dogs, cats, birds, etc., within their units. Dogs and cats shall be kept under leash control within the confines of the developed Village residential homes. Pets may be permitted to run free in undeveloped areas. There shall be no external structures erected for the purpose of housing a pet.
- 4.06 Laundry, bedding, and the like shall not be hung out to dry in any position in which it is visible from the exterior of any Residential Unit. No vehicles, bicycles, carriages, or other articles shall be upon the Commons or without the Residential Units except when in use and except for automobiles parked in areas designated therefore. Recreational vehicles and boats will not be allowed to be stored in the yards. There will be a designated security area for this purpose.
- 4.07 Exterior television antennae and other electronic equipment shall be permitted only to the extent permitted by regulations adopted by the SAINTS from time to time, it being expressly understood that the SAINTS are hereby granted and shall have power to entirely prohibit the installation or continuation thereof, if the SAINTS shall provide the master television antennae, cable television, or other equipment for the use of the owners of the Residential Units in lieu of any such prohibited equipment.
- 4.08 Each Residential Unit is hereby declared to be subject to an easement and right to, and in favor of the SAINTS and each and all of its employees, agents, and instrumentalities to go upon such Residential Unit for reasonable inspection thereof from time to time and for the purpose of carrying out any and all of the obligations and functions with respect to such Residential Unit as are herein imposed upon or permitted to the SAINTS, expressly including, without limitation, the maintenance, repair, and replacement of any and all of the facilities for the supply of utilities and other facilities, apparatus and equipment serving said Residential Unit and/or other Residential Units or the Commons. Each Residential Unit is further declared to be subject to an easement in favor of any adjoining Residential Unit to the extent necessary to permit the maintenance, supply, repair and servicing of utility services to the various Residential Units, and the repair or reconstruction thereof in the event of damage or destruction.
- 4.09 The Residential Owner of each Residential Unit shall from time to time grant such additional easements and rights over, across, or under, and upon his Residential Unit as may be reasonably necessary in connection with the supply of any of the utilities described in Section 3.08 hereof to any part of the Property.
- 4.10 The Residential Units and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the SAINTS pursuant to Article XII hereof.

Article V

Formation of Association

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- 5.01 In order to carry out the intents and purposes hereof, the SAINTS will be formed by Declarant in advance of any sales. The SAINTS and its Articles of Incorporation and By-Laws shall conform to the provisions of this Article V.
- 5.02 The Owner, or Owners collectively, of each Residential Unit shall be a shareholder or member of the SAINTS, and shall be entitled to cast upon all matters upon which the shareholder or members shall be entitled to vote, one vote for each Residential Unit. Resident Members only vote one (1) vote per family unit. No resident will have more than (1) vote. Each Residential Owner shall in advance of a meeting of the shareholders or members of the SAINTS, designate in writing, the particular individual who shall have the right to cast the vote in behalf of such Residential Unit.
- 5.03 The provisions of Section 5.02 hereof shall be mandatory. No owner of any interest in any Residential Unit shall have any right or power to disclaim, terminate, or withdraw from his shareholding or membership in the SAINTS or any of his obligations as such shareholder or member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of such owner shall be of any force or effect for any purpose.
- 5.04 The purpose of the SAINTS shall be to perform all the functions provided in this Declaration to be performed by the SAINTS and the SAINTS shall have and possess all such powers as shall be necessary or appropriate for the accomplishment thereof.
- 5.05 The SAINTS shall have a Board of not less than five (5) Directors who shall be elected by the shareholders or members of the SAINTS at such intervals as the corporate charter and By-Laws of the SAINTS shall provide, except that vacancies in said Board occurring between regularly scheduled meetings of the members or shareholders may be filled by the Board of Directors if so provided by the corporate charter or By-Laws. The SAINTS shall have such officers as shall be appropriate from time to time, who shall be elected by the Board of Directors and who shall manage and conduct the affairs of the SAINTS under the direction of the Board of Directors. Except as expressly otherwise provided by the charter or By-Laws, all power and authority to act on behalf of the SAINTS both pursuant to this Declaration and otherwise shall be vested in its Board of Directors from time to time and its officers under the direction of said Board, and shall not be subject to any requirement or approval on the part of its shareholders or members. The corporate charter and By-Laws of the SAINTS may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.
- 5.06 The making of changes or amendments in this Declaration or in the easements, restrictions, and rights herein set forth, and the amendment, modification and revocation thereof, all pursuant to the powers so to do granted or reserved to the SAINTS in and by this Declaration, shall be done by the SAINTS only upon Recommendation of its Board of Directors with the approval by affirmative vote of not less than two-third (2/3) of the shareholder votes entitled to be cast upon such matter.
- 5.07 The SAINTS shall obtain such funds as it shall require from time to time by assessment upon the owners of those Residential Units which have been occupied for residential purposes. The amount of such assessments shall be determined not less frequently than

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annually by the Board of Directors of the SAINTS, who shall notify the shareholders or members as the case may be, not less than 30 days before such action shall become effective. Except as otherwise provided, herein or in Section 6.06 hereof, all assessments shall be levied equally upon the owners of the Residential Units and shall be paid monthly. The amounts assessed may include provision for such reserves for future expenditures as the Board of Directors shall deem appropriate.

- 5.08 In addition to the funds obtained pursuant to Section 5.07 hereof, the SAINTS shall receive and utilize for any proper purpose such additional contributions as may be made to it by the Residential Owners or others, whether as an initial contribution made in connection with a first sale of any Residential Unit to a Residential Owner or otherwise.
- 5.09 To the extent necessary to provide for expenditures for which the requisite funds shall not have been provided by such assessments, the SAINTS shall have power to borrow moneys from such sources and upon such terms and conditions and with such security as the Board of Directors shall determine, provided, however, that no property owned by the SAINTS shall be encumbered to secure such borrowings without the affirmative vote of not less than fifty-one (51%) per cent of the votes entitled to be cast upon such matter unless such borrowing shall be for the purpose of providing funds needed by the SAINTS for the acquisition by it of an interest in a Residential Unit offered to it pursuant to Article X thereof.
- 5.10 Whenever possible, the SAINTS shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board of Directors shall determine which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board of Directors shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The SAINTS itself shall also have power to perform its functions and carry out its duties, but shall do so only to the extent and so long as the performance pursuant to agreements as aforesaid shall not be reasonably feasible.

Article VI

Maintenance of Commons

- 6.01 The SAINTS shall determine and carry out or cause to be performed all maintenance, improvements, and repair of the Commons and all the private streets, foot paths, easements of access to the Property, landscaping, facilities for the supply of water, gas, electricity, removal of sewage and other utilities, and other improvements situated therein or appurtenant thereto, but in any event shall cause all said private streets and facilities to be maintained and repaired in compliance with all such governmental standards (other than width of streets) that would be applicable if said private streets were public streets and said facilities were located therein. The private streets shall be kept free of all obstructions so as to be open for the passage of fire, police, or other emergency vehicles, personnel and

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equipment at all times, and the Residential Owners shall be obligated and responsible therefore in any case in which the SAINTS shall fail to so do.

- 6.02 The SAINTS shall pay, as agent and on behalf of the Residential Owners and out of the funds furnished to it by them for such purpose, all taxes and other governmental impositions levied upon the Commons or any part thereof.
- 6.03 The SAINTS shall determine the need for and carry out or cause to be performed all maintenance of the exterior of the Residential Units, including without limitation, painting and tuck pointing thereof at such intervals as shall be prudent. The SAINTS may also perform all maintenance, improvement and repair of the grounds and landscaping of the Residential Units situated without the exterior walls thereof to all intents and purposes as though said grounds were a part of the Commons.
- 6.04 The SAINTS shall determine the need for and may carry out or cause to be performed all such maintenance and repair of all structural portions of the Residential Units and of all water, sewer, gas, and electric lines incorporated in or forming a part of the Residential Units as originally constructed, not including, however, the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines, or household appliances.
- 6.05 The SAINTS shall have power (but shall not be required hereby) to provide for such guards and other attendants and services for the protection and benefit of the Property and its inhabitants generally as its Board of Directors may determine from time to time to do.
- 6.06 The SAINTS shall also carry out or cause to be performed or provided in or about the Property all such additional functions in the nature of maintenance, improvements, repairs and services and recreational and other facilities for the use and benefit of the Property and its inhabitants generally as shall be determined by its Board of Directors from time to time and said Board of Directors shall also have power to impose upon the individuals actually using or benefiting therefrom such additional charges for the use thereof and for the services rendered pursuant to Sections 6.03 and 6.04 as said Board of Directors shall from time to time deem appropriate.
- 6.07 To the extent that the use of separate lines or meters therefore shall be impractical or uneconomic, the SAINTS shall have the right to draw water, gas, and electricity from individual Residential Units as required for the efficient performance of its duties hereunder, upon making such equitable arrangements as its Board of Directors shall determine to adjust for any unequal distribution among all the Residential Owners of the cost thereof.

ARTICLE VII

Repair, Restoration, and Rebuilding Insurance

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- 7.01 In the event the Property or any part thereof or any of the Residential Units thereon shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the owner or owners of the Property so damaged or destroyed shall cause it to be repaired, restored, or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction, subject only to the right of the SAINTS (which right is hereby granted to the SAINTS) to authorize and direct such different action as shall be recommended by the Board of Directors and approved by affirmative vote of not less than one-half (1/2) of the shareholders or members entitled to vote, which majority shall include the affirmative vote of all the members of shareholders whose Residential Units shall have been damaged or destroyed and the holders of first mortgages on any such Residential Units.
- 7.02 All repair, restoration, or rebuilding pursuant to the provisions of this Article VII shall be carried out under such supervision and direction as the Board of Directors of the SAINTS shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the owner or owners of each Residential Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the SAINTS in connection therewith.
- 7.03 The SAINTS are hereby given and shall have the right reasonably to approve the architects, contractors, and subcontractors to be employed in connection with such repair, restoration, or rebuilding; to select a contractor, or contractors, to perform all or various parts of the work to be done upon the various Residential Units which shall have been damaged or destroyed by such casualty or other happening; to coordinate the progress of the work among such various Residential Units; and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.
- 7.04 In the event that the SAINTS find it possible from time to time to effect broader or better coverage without increase in aggregate cost, or equivalent coverage at lesser cost, by the obtaining of a blanket policy or policies of insurance upon all the Residential Units in the Property, the SAINTS shall have and are hereby granted power so to do at the election of its Board of Directors, subject to the consent of the various first mortgage holders on the Residential Units; and each Residential Owner shall accept and pay a proportionate share of the cost of such insurance, whether by regular assessment or otherwise, in lieu of providing and paying for individual policies of insurance.
- 7.05 Notwithstanding anything to the contrary herein contained, the obligations of the SAINTS under the provisions of this Article VII shall be limited to the repair, restoration, and rebuilding of the Commons, and to or of so much of the Residential Units as constitutes structure or improvement upon the real estate and the SAINTS shall not be responsible for repair, restoration, or replacement of any personal property of the Residential Owners or others which, although situated in, on, or about the Residential Units, shall not be attached thereto so as to form an affixed part thereof.

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- 7.06 The SAINTS may, but shall not be required to, obtain and maintain additional insurance as its Board of Directors shall from time to time deem prudent with respect to damage to or destruction of the Commons, or to or of any or all of the Residential Units, from any cause not covered by the Insurance hereinabove described, and may also obtain such other kinds of insurance protection against such other matters or happenings as its board of Directors shall from time to time deem prudent.
- 7.07 Notwithstanding the foregoing, to the extent required by the terms of any mortgage for value of any part of the Property, the proceeds of any insurance becoming payable on account of any loss of, or damage to, the part of the Property so mortgaged shall be paid first to such mortgagee to the extent of its interest; provided, however, that such mortgagee shall cause or permit all such proceeds received by it to be applied upon the cost of repair, restoration, or rebuilding of such loss or damage; and shall not apply or seek to apply such proceeds to reduce such mortgage, except for any excess of such proceeds over the full cost of such repair or restoration, unless it shall be determined in accordance with the provisions of this Declaration that such loss or damage is not to be required or restored.

ARTICLE VIII

Interim Procedure

- 8.01 The Commons shall be conveyed by the Declarant to the SAINTS at such time as the Declarant shall determine, which conveyance shall be subject to all of such matters as shall then appear of record; provided, however, that the Commons shall be so conveyed, in any event no later than the earlier of the following events:
- a) Four (4) months after seventy-five per cent (75%) of the units in the project have been conveyed to unit purchasers; or
 - b) Five (5) years following conveyance of the first unit in Bradford Village.

and the SAINTS shall have been organized and its corporate existence placed in good standing. By his execution of this Declaration, Declarant shall be conclusively deemed to have undertaken and agreed with the SAINTS that the title to the Commons so conveyed shall be subject only to current taxes not yet due, to other matters exclusive of mortgages to which said title was subject as of the date of this Declaration, and to such mortgages and other matters as are contemplated or permitted by the terms of this Declaration or the Plat.

- 8.02 Until the SAINTS shall have been organized and shall have assumed its duties and powers, the Declarant shall have the rights, powers, duties, and obligations herein granted to, or imposed upon, the SAINTS and shall be authorized and empowered to take all such actions as the Board of Directors of the SAINTS would have been authorized and empowered to take if the SAINTS had then been formed.
- 8.03 The powers granted to the Declarant by Section 8.02 hereof shall include, without limitation, the power to assess upon and collect from the individual Residential Owners their respective proportionate shares of the funds required for the carrying out of all the duties and obligations of the SAINTS, except that the Declarant shall not obtain by means of any such assessment, reimbursement for any of the costs of the construction of any of

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the Residential Units or of the original improvements to or of the Commons, it being the obligation of the Declarant to provide said construction at its cost.

- 8.04 The SAINTS, prior to passage of control, is not bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party.

ARTICLE IX

Mortgages

- 9.01 While Declarant is the holder of the record title to any of the Property, Declarant shall have, and there is hereby reserved, the right to place one or more mortgages upon all or any portion of the Property to secure such loan or loans of funds as Declarant may obtain from time to time; provided, however, that each such mortgage upon any of the Residential Units shall be released as to any Residential Unit sold to a Residential Owner at or prior to the consummation of such sale. It shall be the obligation of Declarant to see to the timely release of each and all of such mortgages.
- 9.02 Each Residential Owner shall have, and is hereby granted, the right to place from time to time upon the Residential Unit owned by him a first mortgage securing a loan made to him or for his benefit by a financial institution regularly engaged in the business of making first mortgage loans upon real estate situated in Orangeburg County, South Carolina. Each Residential Owner may also place from time to time upon the Residential Unit owned by him such other first mortgages or junior mortgages, if any, as the Board of directors of the SAINTS shall permit in writing, it being expressly agreed that said Board of Directors may withhold such approval in any case in which it shall not be fully satisfied that the placing upon such Residential Unit of such additional mortgage will not, and is not likely to, impair the ability of the said Residential Owner to perform and pay all of his obligations hereunder or the ability of the SAINTS to enforce or collect the same.

ARTICLE X

Sale or Other Transfer of Residential Units

- 10.01 Each Residential Owner shall have, and is hereby granted, the right to transfer without valuable consideration the Residential Unit owned by him, or an interest therein, to and among the members of his immediate family and to or among a trust or trusts for the benefit of himself or for the benefit of members of his immediate family, either during his lifetime or by will, free of restriction and without compliance with any of the terms or provisions of this Article X. Any other transfer of any interest in any Residential Unit, whether by a Residential Owner or any of such family members or trusts, except only the conveyance by Declarant to the first Residential Owner thereof, shall be subject to, and shall be made only upon, compliance with all of the terms and provisions of this Article X.

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- 10.02 Any Residential Owner desiring to sell, lease, or otherwise transfer to a bona fide purchaser or lessee ("Transferee") for a valuable consideration, the Residential Unit owned by him or any interest therein, shall first obtain from such Transferee a written offer (the "Offer") setting forth all of the terms and conditions of said proposed transfer by transmitting to it a full, true, and complete copy of such offer. In addition, the Transferee shall meet with the Board of Directors of the SAINTS and disclose to said Board of Directors all such information as said Board of Directors shall request provided said Board of Directors shall, within ten (10) days after receipt of such copy of the Offer designated by notice to such Residential Owner a time and place for said meeting not more than ten (10) days after receipt of such copy of the Offer.
- 10.03 The SAINTS shall have, and are hereby granted, the right and option to acquire the interest covered by the Offer upon the same terms and conditions as set forth in the Offer, which right and option shall expire unless exercised by notice given to the Residential Owner concerned within sixty (60) days after receipt by the SAINTS of the copy of the Offer; provided, however, that if the Transferee shall fail to meet with the Board of Directors of the SAINTS at any time and place for such meeting which the Board of Directors shall have designated in accordance with the provisions hereof, or shall fail to furnish all the information so requested, the period for the exercise by the SAINTS of the option herein granted shall be continued until the expiration of five (5) days after such meeting shall have taken place or all such information shall have been furnished, as the case may be. In no event shall the Board of Directors exercise the option to purchase herein granted, if the intent thereof is to prevent a sale to a Transferee because of the race, religion, color, or creed of said Transferee.
- 10.04 If the SAINTS shall timely exercise the option herein granted to it, the SAINTS shall proceed to consummate the purchase of the interest covered by the Offer in the same manner as set forth in the Offer, and the SAINTS shall consummate the purchase within sixty (60) days after the date of its exercise of said option.
- 10.05 If the SAINTS shall not timely exercise the option herein granted to it, such Residential Owner shall have the right to transfer to the Transferee the Interest covered by the Offer in strict accordance with the terms and provisions of the Offer, provided Transferee has been approved. Upon consummation of such transfer, the Transferee shall become and be a Residential Owner for all the purposes hereof and all the terms, restrictions, and conditions of this Article X shall be and remain in full force and effect with respect to all further transfers of any interest so acquired by such Transferee.
- 10.06 Record title to any Residential Unit may be held from time to time in the name of one or more trustees acting under a trust agreement pursuant to which all powers of management, operation, and control of the Property remain in the trust beneficiaries or their agents; and no such trustees shall ever be charged personally with any of the obligations of a Residential Owner hereunder; but all of the Property held in any such trust, and all the beneficiaries of any such trust, shall be and remain personally liable for the performance hereof. Whenever record title to any interest in any Residential Unit is held by any such trustees, a transfer of such record title from such trustees to a successor trustee or trustees under the same trust agreement may be made without compliance with the provisions of this Article X, but any transfer of any such beneficial Interest in any such trust shall be

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deemed to be a transfer of an interest in the Residential Unit held of record by such trust and shall be subject to all terms, restrictions, and provisions of this Article X.

- 10.07 The provisions of this Article X shall be limited as to duration to the extent set forth in Section 14.07 hereof.

ARTICLE XI

Party Walls

- 11.01 It is contemplated that some of the Residential Units may have party walls, in common with other Residential Units in the same building. Each party wall may be erected upon the lot line between the Residential Units concerned, but it is recognized that errors may occur in the actual placement of said party walls during the course of construction. Accordingly, each lot shall be subject to an easement for encroachments not exceeding two (2) feet, created by construction, settling, and overhangs of walls, roofs, eaves, etc., as designed or constructed by the original buildings. A valid easement for said encroachments and for the maintenance of the same, so long as the structure stands, shall and does exist. In the event the structure is partially or totally destroyed and then rebuilt, the Residential Owners agree that the same easement for encroachments shall exist.

ARTICLE XII

Obligations of Residential Owners

- 12.01 Notwithstanding anything to the contrary in this Declaration contained, if the SAINTS shall incur any cost or expense for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any Residential Owner or of any agent, employee or invitee of any Residential Owner, such cost or expense shall not be borne by the SAINTS but by such Residential Owner, and if paid out by the SAINTS shall be reimbursed to the SAINTS by such Owner forthwith upon the SAINTS' demand, and shall be collectible in the same manner as assessments.
- 12.02 Any sum due to be paid by any Residential Owner to the SAINTS which shall not be paid when due shall bear interest at a rate set by the SAINTS. If any such sum shall not be paid when due, the SAINTS shall have the right upon not less than fifteen (15) days notice to such Residential Owner, to collect such sum by suit at law and all other legal means and to add to such sum and collect reasonable attorney's fees and all other expenses incurred by the SAINTS in connection therewith.
- 12.03 The obligation of each Residential Owner to pay all sums assessed or imposed upon him to pay pursuant to this Declaration and to keep, observe, and perform all the terms and provisions of this Declaration to be kept, observed and performed by him shall be a continuing lien upon the Residential Unit owned by such Residential Owner, subject only to the lien of such mortgages as may be placed upon such Residential Unit as authorized

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by Article IX hereof and said lien may be enforced by the SAINTS in all respects as though secured by a recorded mortgage as provided by the laws of the state of South Carolina.

- 12.04 The SAINTS shall have, and are hereby given, power to require full payment of all sums then due it from any Residential Owner as a condition precedent to the transfer of any interest in the Residential Unit owned by such Residential Owner.
- 12.05 The SAINTS shall promptly provide any Residential Owner so requesting the same in writing, with a written statement of all unpaid sums assessed or imposed upon such Residential Owner to pay pursuant to this Declaration. Any bona fide purchaser or mortgagee relying upon such a statement shall not be liable for, nor shall the Residential Unit involved be subject to a lien for, any amount in excess of that contained in the statement; provided, however, a Residential Owner owing an amount in excess of that so stated shall not thereby be relieved of the obligation to pay the same.
- 12.06 By reason of the nature of the planned community herein contemplated, any violation on the part of any Residential Owner of any of terms and conditions of this Declaration to be kept, observed, or performed by him or any of the rules or regulations adopted by the SAINTS pursuant to the authority herein granted to it to do so, will or is likely to result in damages which are irreparable or impossible of ascertainment. Therefore, the SAINTS shall have, and are hereby granted, the right to prevent any such threatened violation on the part of any Residential Owner, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings, as well as by restricting or entirely suspending, for such period of periods as the Board of Directors of the SAINTS may from time to time determine, the use by the offending person of any facility or service the use of which has been abused.
- 12.07 The various rights and remedies herein granted to the SAINTS shall be in addition to all other rights and remedies which may be available to the SAINTS may be exercised either concurrently or consecutively, or partly concurrently and partly consecutively as the SAINTS may from time to time elect, and as often as the SAINTS may elect.
- 12.08 The failure of the SAINTS to seek redress for any violation, or to enforce any term or provisions of this Declaration or of any rule or regulation issued hereunder or pursuant hereto shall not be deemed a waiver of any such right of redress or enforcement, either as to any subsequent violation of a similar or other nature or as to any further continuation of any violation.

ARTICLE XIII

Amendments and Additional Rules

- 13.01 The SAINTS shall have, and are hereby granted, the power to amend, modify, and otherwise alter this Declaration and each and all of the terms and provisions hereof and each and all of the rules, covenants, easements, agreements, and restrictions herein contained, at any time and from time to time, by action recommended by its Board of Directors and approved by the affirmative vote of any proportion of its shareholders or

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members herein stipulated, subject to the limitation that such action shall not cause the Property or any part thereof to be in non-compliance with any zoning ordinance or other applicable law or governmental regulation.

- 13.02 Any action taken pursuant to Section 13.01 hereof shall be evidenced by an appropriate written instrument issued by the SAINTS and shall become and be effective as of such date on which such instrument shall be filed for record in the office of the Clerk of Court for Orangeburg County, South Carolina.
- 13.03 The SAINTS shall have, and are hereby granted, the power to adopt, amend, modify, and otherwise alter and enforce additional rules and regulations bearing upon the use and the manner of occupancy and maintenance of the Property, including either or both the Commons and the Residential Units, or any part thereof, at any time and from time to time by action recommended by its Board of Directors, subject only to the limitations that any such action bearing upon Residential Units shall be applied uniformly to all the Residential Units, and that such action shall not cause the Property or any part thereof, to be in non-compliance with any zoning ordinance or other applicable governmental law or regulation.
- 13.04 Any additional rules or regulations adopted by the SAINTS pursuant to the authority granted to it in Section 13.03 hereof and any amendment or modification of any such additional rules or regulations shall be evidenced by an appropriate written instrument issued by the SAINTS and shall become and be effective as of such date as shall be designated in such instrument, but not earlier than the date upon which such instrument shall be filed for record in the office of the Clerk of Court for Orangeburg County, South Carolina, if such recording shall be elected, and otherwise shall be effective as to each Residential Owner not earlier than the date upon which a full, true, and complete copy of such instrument shall be transmitted to him in the manner herein provided for the service of notice upon him.
- 13.05 Whenever the SAINTS shall cause any instrument to be placed of record in order to render effective any action taken pursuant to Sections 13.01 or 13.03 hereof, it shall be the duty of the SAINTS to transmit a full, true, and complete copy of such instrument to each Residential Owner promptly; provided, however, that failure so to do shall not invalidate or delay the effective date of any action effectuated by such instrument.

ARTICLE XIV

Miscellaneous

- 14.01 If all or any part of the Commons only shall be taken through condemnation by any governmental authority having power so to do, the net proceeds of such taking shall be paid to and retained by the then owner of the Commons. If any part of the Property including one or more Residential Units shall be taken by one or more concurrent condemnation proceedings, the entire net proceeds of such taking or takings, including (without limitation) of all proceeds received on account of such taking of any part of the Commons, shall be divided equitably among, and retained by, the owners of the Residential

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Units wholly or partially taken in such condemnation proceedings. If the effect of such condemnation shall be to isolate any part of the Property from the remainder of the property, and if no dwelling units shall then have been constructed or be upon any of the individual lots situated within the portion of the Property so isolated, then all the individual lots lying wholly or partly within the portion of the Property so isolated and all of the Commons lying within the portion of the Property so isolated shall be deemed to have been and shall be removed from and released from all of the terms and provisions of this Declaration and this Declaration shall be of no further force or effect with respect thereto. For purposes of this Section 14.01, the term "condemnation" shall also include any sale under threat of condemnation to any governmental authority having condemnation power.

- 14.02 Any notice to be given hereunder shall be deemed to have been properly served in the following manners respectively: (a) in the case of a Residential Owner, if delivered personally to him or to a member of his household, or when placed in the U.S. Mail, first class, and registered postage fully prepaid, addressed to him at his most recent address as shown on the records of the SAINTS (or of the Declarant prior to the organization of the SAINTS); (b) in the case of the Declarant upon delivery to Declarant at his usual place of business in an envelope marked to refer to Declarant by name, provided that no notice shall be in any event binding upon Declarant until actually received by him; (c) in the case of the SAINTS, upon delivery to its President, its Secretary, or its Registered Agent in person or when placed in the U.S. Mail, first class, and registered postage fully prepaid, addressed to the SAINTS in care of its then Registered Agent at its then Registered Office.
- 14.03 If any term, provision, covenant, easement, agreement, or condition contained in this Declaration or any rule or regulation issued hereunder, shall be or be held to be invalid, the remainder of this Declaration and the remainder of such rules and regulations shall not be invalidated or terminated thereby but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement, condition, rule, or regulation had not been included herein.
- 14.04 All the easements, rights, covenants, agreements, reservations, restrictions, and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives, and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.
- 14.05 The divisions of this Declaration into Articles, and the Article and Section numbers and headings, are for convenience only, and the validity and enforceability of any portion of this Declaration shall not be affected or called into question by reason of the position thereof in this Declaration or the captions or Article headings pertaining thereto.

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- 14.06 Whenever the word "Declarant" or any modifying or substituted pronoun therefore is used in this Declaration, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine, and neuter gender thereof.
- 14.07 If and to the extent that any of the Covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints or alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such Covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Richard W. Riley, living at the date of Declaration.
- 14.08 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, or devices or things of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, or unpleasant or of any nature as will necessarily diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.
- 14.09 No firearms of any variety shall be discharged upon or in close proximity to said lots.
- 14.10 No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- 14.11 No lot shall be subdivided, or its boundary lines changed except with the written consent of the SAINTS.
- 14.12 No private water wells may be drilled or maintained on any residential lot. No septic tank shall be permitted on any lot.
- 14.13 No trees may be removed without the written approval of the SAINTS, unless located within ten (10) feet of the main dwelling or accessory dwelling.
- 14.14 Owners may not erect any fence, solid or open, wall, or other structure on said lot.
- 14.15 No garbage or refuse shall be dumped or otherwise placed or disposed upon any lot, nor shall any garbage cans be placed on any lot except at the place or places provided.
- 14.16 No oil or mining operation shall be permitted upon any lot.
- 14.17 Mailboxes shall be of uniform design as those provided with the purchase of the house.
- 14.18 No burning of leaves or trash outside of fireplaces or receptacles specifically constructed for burning will be allowed except during the normal course of construction.
- 14.19 No trailers or habitable motor vehicles of any kind of nature shall be kept or stored on any part of the property. All such vehicles, to include boats, shall be stored in a secured area provided for such vehicles.

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- 14.20 Adequate off-street parking shall be provided by the developer. Property owners shall not permanently park their automobiles or other vehicles on the adjacent roads and streets as a matter of course except as approved by the SAINTS.
- 14.21 No substantial changes in the elevation of the land shall be made on the premises after initial development of the property.
- 14.22 No leasing or rental of units unless approved by the SAINTS to persons approved by the SAINTS.
- 14.23 Only members of the Santee Investors Society (SAINTS) can purchase property in Bradford Village. Being a retirement community, only those individuals fifty (50) years or older may purchase property or reside in Bradford Village. The spouse of the member may be forty (40) years or older.
- 14.24 No children will be allowed to live in Bradford Village.
- 14.25 There will be no live-in guests in Bradford Village. Guests must be registered at all times in the Office, and may not stay in residence for a period longer than fourteen (14) days, without approval.
- 14.26 All resales of property must be handled by the SAINTS, and only to persons approved by the SAINTS.
- 14.27 No inoperable vehicle shall be located upon any lot in the subdivision for a period exceeding thirty (30) days, unless the same is retained in a closed garage. In addition, no major repair involving the disassembling of a vehicle or the mounting of a vehicle on blocks or other temporary devices shall be permitted on any residential lot.

IN WITNESS WHEREOF, the Declarant, Dolph Overton, has executed this instrument the day and year first above written as the date hereof.

Dolph Overton (SEAL)

Signed, sealed, and delivered in the presence of:

Sara G. Covington

Eranda S. Everett

STATE OF SOUTH CAROLINA

Restrictive Covenants of Bradford Village

COUNTY OF ORANGEBURG

PERSONALLY appeared before me Sara G. Covington, who, being duly sworn, deposes and says that s/he saw the within named Dolph Overton sign, seal, and as his act and deed, deliver the written Declaration of Covenants within, and that s/he with Eranda S. Everett witnessed the event.

SWORN to before me this 8th day of November, 1983.

(SEAL) Eranda S. Everett , Notary Public, South Carolina (commission expires: 10/20/90).

Recorded in the Office of the Clerk of Court, Orangeburg County, South Carolina, in Book #490, page 725, November 16, 1983.

Demetrice Williams
Signature

**AMENDMENT OF DECLARATION OF
RESTRICTIVE COVENANTS
OF
BRADFORD VILLAGE
ORANGEBURG COUNTY, SOUTH CAROLINA**

This Amendment to the Declaration of Restrictive Covenants of Bradford Village Homeowners Association is made and adopted by Santee Investors Society Property Owners Association (SAINTS).

WHEREAS, on November 8, 1983, the Declaration of Covenants, Conditions, Restrictions, Reservations, Grants and Easements for certain residential lots located in Bradford Village Subdivision in the Town of Santee, Orangeburg County, South Carolina, was duly recorded in the Office of the Register of Deeds for Orangeburg County in Book 490 at Page 725; and

WHEREAS, the Board of Directors has proposed an amendment to its Article XIV, Paragraph 14.23 of the Declaration of Restrictive Covenants, in accordance with the provisions of Section 5.06 of the Restrictions, adopted by a two-thirds majority of the membership to amend the Declaration of Restrictive Covenants for Bradford Village.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Article XIV, Paragraph 14.23 of the Declaration of Restrictive Covenants of Bradford Village recorded in the Office of the Register of Deeds for Orangeburg County in Deed Book 490 at Page 725 is hereby amended by deleting the same and inserting in lieu thereof the following:

Only members of the Santee Investors Society (SAINTS) can purchase property in Bradford Village. Being a retirement community, only those individuals fifty-five (55) years or older may purchase property or reside in Bradford Village. The spouse of the member may be forty (40) years or older.

IN WITNESS WHEREOF, Santee Investors Society Property Owners Association (SAINTS) has hereunto set its hand and seal the date and year first written above.

WITNESS:

Diane Lorge

Caroline Henderson
Diane Lorge

Caroline Henderson

**SANTEE INVESTORS SOCIETY
PROPERTY OWNERS ASSOCIATION
(SAINTS)**

William Robins

By: William Robins
Its: President

Leslie Collins

By: Leslie Collins
Its: Secretary

ENTERED IN THE OFFICE OF THE ASSESSOR
DATE: 07-31-2019
JIM MCLEAN, ORANGEBURG COUNTY ASSESSOR