

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS FOR  
BRADFORD VILLAGE HOMEOWNERS  
ASSOCIATION, INC.**

**Cross Reference Declaration of Covenants, Conditions,  
Restrictions, Reservations, Grants, and Easements for  
Certain Homes to be Built in Bradford Village Recorded in  
**Book 490 at Page 425**  
Office of the Register of Deeds for Orangeburg County**

***NOTICE OF AGE-RESTRICTED HOUSING (55+ COMMUNITY)***

**This Community is intended and operated as “housing for older persons” pursuant to the Housing for Older Persons Act of 1995 (HOPA) and the Federal Fair Housing Act, 42 U.S.C. § 3607(b).**

**At least one (1) occupant of each dwelling unit must always be fifty-five (55) years of age or older and all occupants must be a minimum of forty (40) years of age. The Association maintains age-verification procedures and records to demonstrate compliance with HOPA.**

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**STATE OF SOUTH CAROLINA            ) AMENDED AND RESTATED DECLARATION**  
**) OF COVENANTS, CONDITIONS,**  
**COUNTY OF ORANGEBURG            ) RESTRICTIONS FOR BRADFORD VILLAGE**  
**) HOMEOWNERS ASSOCIATION, INC.**  
**)**

This Amended and Restated Declaration of Covenants, Conditions, Restrictions for Bradford Village Homeowners Association, Inc. (the “Declaration”) is made this 9th day of December, 2025, by Bradford Village Homeowners Association, Inc. (the “Association”), formerly known as Santee Investors Society (Saints) Property Owners Association.

**WITNESSETH:**

WHEREAS, the property described in Exhibit “A” hereto was subjected to that certain Declaration of Covenants, Conditions, Restrictions, Reservations, Grants and Easements for Certain Homes to be Built in Bradford Village recorded November 8, 1983 in the Office of the Register of Deeds for Orangeburg County in in Book **490** at Page **425** (the “First Declaration”), and thereafter amended by Dedication of Lands, Bradford Village to Declaration of Covenants Conditions, Restrictions, Reservations, Grants and Easements recorded April 27, 1992 in Book 579 at Page 1185, and further amended by Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Grants and Easements of Bradford Village Subdivision dated June 223, 1992 and recorded in Book 582 at Page 469, and further amended by Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Grants and Easements of Bradford Village Subdivision recorded October 16, 2009 in Book 1334 at Page 234, and further amended by Amendment of Declaration of Restrictive Covenants of Bradford Village Orangeburg County, South Carolina, recorded July 31, 2019 in Book 1886 at Page 141 (the First Declaration and all referenced amendments, as amended and supplemented, are collectively, the “Original Declaration”); and

WHEREAS, the Association desires to amend, restate, replace, and supersede the Original Declaration with this Declaration, such that this Declaration and all subsequent amendments and supplements thereto shall run with the land and be binding upon the Association, each Owner, their heirs, successors and assigns, and all parties claiming under them or under this Declaration; and this Declaration shall inure to the benefit of and be enforceable by the Association, each Owner, and all claiming under each Owner; and

WHEREAS, pursuant to Article V, Section 5.06 of the Original Declaration, the making of changes or amendments shall be done upon recommendation of the Board of Directors with the approval by affirmative vote of not less than two-thirds (2/3) of the shareholder votes entitled to be cast upon such matter; and

WHEREAS, in compliance with Article V, Section 5.06 of the Original Declaration, upon recommendation of the Board of Directors, the shareholders holding at least two-thirds (2/3) of the vote have affirmatively voted for the amendments as set forth herein.

NOW, THEREFORE, the Association, hereby declares that the Original Declaration is amended, restated, replaced, and superseded by the foregoing Declaration and all subsequent amendments and supplements thereto, and the Property described in in Exhibit “A”

hereto shall be, held, transferred, conveyed, sold, and occupied subject to the conditions, covenants, restrictions, reservations, and easements as set forth in this Declaration.

## **ARTICLE 1**

### **Definitions**

1.01 “ADU” (Accessory Dwelling Unit) A second self-contained living unit on a single-family lot. Having its own kitchen, bathroom and living space.

1.02 “Articles of Incorporation” shall mean and refer to the Articles of Incorporation and Amended Articles of Incorporation filed with the Secretary of State, a copy of which is attached as Exhibit “B,” as the same may be amended as provided therein.

1.03 “Association” shall mean and refer to Bradford Village Homeowners Association, Inc., a South Carolina nonprofit corporation, its successors, and assigns.

1.04 “Board of Directors” or “Board” shall mean and refer to the board of directors of the Association.

1.05 “Bylaws” shall mean and refer to the Amended and Restated Bylaws of the Bradford Village Homeowners Association, Inc., a copy of which is attached hereto as Exhibit “C,” as the same may be amended as provided therein.

1.06 “Caretaker” shall mean and refer to a non-resident Person who resides with and provides necessary health, safety, or daily-living assistance to a Qualified Older Person, and whose right to occupancy is derivative of that older person’s residency.

1.07 “Covenants” same as Declarations but used interchangeably to mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Restrictions for Bradford Village Homeowners Association, Inc., as it may from time-to- time be amended or supplemented in the manner provided herein.

1.08 “Common Area” shall mean and refer to all real property, including the Improvements thereon, located within the Community and intended for the common use and enjoyment of the Owners. Common Area and the Owner’s use and enjoyment thereof are subject to the Rules and Regulations and reserved easement rights. Common area may be shown as “Common Area,” “Open Space,” or other similar designation on any recorded Plats of the Property or so designated as Common Area in any conveyance to the Association.

1.09 “Community” shall mean and refer to all the subdivided Property constituting the Bradford Village subdivision as depicted on the Plats of record.

1.10 “Costs of Collection” shall mean and refer to all costs and expenses incurred by the Association collecting assessments or any other authorized charges, whether or not any action at law and/or in equity is instituted and whether incurred before or after any action at law and/or equity is instituted, including, without limitation, attorney’s fees, management company/management agent charges, administrative fees and

charges, electronic payment fees, convenience fees, fees incurred due to non-sufficient funds or returned checks, court costs, or any other costs and expenses incurred in protecting its lien(s) and/or the priority thereof, and any other costs and expenses incurred by the Association in collecting assessments.

1.11 “Declaration” shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Restrictions for Bradford Village Homeowners Association, Inc., as it may from time to time be amended or supplemented in the manner provided herein.

1.12 “Duplex” shall mean a two-family Residential Unit which is connected to an adjoining Residential Unit at a Party Wall.

1.13 “Governing Document(s)” shall mean and refer to this Declaration, the Plats, the Bylaws, the Articles of Incorporation, Architectural Guidelines and the Rules and Regulations, as any of these may be amended from time to time.

1.14 Grandfather Provision A provision that allows existing homeowners or properties to continue a pre-existing condition, use, or structure that would otherwise be prohibited by new or amended rule.

1.15 “Lot” or “Residential Property” shall mean and refer to any parcel of land with such Improvements or Dwelling Units as may be erected or placed thereon, shown and designated as a lot upon any recorded subdivision map or any plats of the Property which has been subjected to this Declaration. “Residential Property” shall not mean and refer to Common Areas, or the streets or road rights-of-way in the Community.

1.16 “Member” shall mean and refer to a member of the Association; membership being more particularly set forth in Article IV of this Declaration.

1.17 “Occupant” shall mean and refer to everyone occupying any Residential Unit, whether such occupancy is temporary or permanent.

1.18 “Person” shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

1.19 “Property” shall mean and refer to those certain lands, including but not limited to, the Residence, streets or road rights-of-way and Common Areas, subjected to this Declaration, which is described in Exhibit A.

1.20 “Property Owner” or “Owner” shall mean and refer to the record owner or owners, whether one or more Persons, of any Residence which is part of the Property, but excluding any party holding an interest merely as security for the performance of an obligation.

1.21 “Residential Unit” shall mean and refer to a single-family residential unit constructed upon a developed Lot within the Community.

1.22 “Rules and Regulations” shall mean and refer to regulations of the Association adopted and modified by the Board of Directors, from time to time, as more specifically provided in 17.3 of this Declaration.

1.23 “Undeveloped Property” shall mean and refer to an undeveloped Residential Property with no structure on the property.

## **ARTICLE 2**

### **General Purpose of This Declaration**

2.01 Bradford Village is intended to qualify as “housing for older persons” within the meaning of the Fair Housing Act, as amended by the Housing for Older Persons Act of 1995, Pub. L. No. 104-76, 109 Stat. 787, codified at 42 U.S.C. § 3607(b), and the regulations promulgated thereunder at 24 C.F.R. §§ 100.300–100.308 (the “HOPA”). Accordingly, the Association shall adopt and enforce policies and procedures to ensure that each Unit shall be occupied by at least one person who is fifty-five (55) years of age or older and all other occupants must be a minimum of forty (40) year of age at all times, subject to the limited exceptions recognized by the Housing for Older Persons Act of 1995, 42 U.S.C. § 3607(b), and HUD’s implementing regulations at 24 C.F.R. §§ 100.300–100.308, including but not limited to spouses, partners, surviving family members, heirs, caregivers, and accommodations required by law.

## **ARTICLE 3**

### **Property Subject to This Declaration**

3.01 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 (hereinafter referred to as the “Property”).

## **ARTICLE 4**

### **Purpose**

4.01 The purpose of the Association shall be to perform all the functions provided in this Declaration to be performed by Association, and the Association shall have and possess all such powers as shall be necessary or appropriate for the accomplishment thereof.

4.02 This Community is intended and operated as “housing for older persons” under the Federal Fair Housing Act, 42 U.S.C. §3607(b), and the Housing for Older Persons Act of 1995 (“HOPA”). Accordingly, at least one (1) Occupant of each Dwelling Unit shall always be fifty-five (55) years of age or older and all other occupants must always be a minimum of forty (40) years of age. The Association shall maintain the necessary age-verification records and policies to demonstrate compliance with HOPA. No occupancy or lease shall be approved or continued in violation of this restriction.

4.03 The Property Owner, or Owners collectively, of each Residential Property shall be a Member of Association. Members shall be entitled to one vote for each Residential Property

for which a membership fee assessment has been paid. Membership shall be appurtenant to and may not be separated from ownership of any Residential Property. If title to a Residential Property is held in the name of more than one Person, all such Persons shall be Members, and shall pick among themselves one person who shall vote their interest. That person shall register their name in the offices of the association and shall be the registered voter for that Residential Property, but in no event shall more than one (1) vote be cast with respect to any such Residential Property. From time to time the owners of the residence may change the registered voter.

4.04 The Property Owner, or Owners collectively, of each Residential Property shall pay a Membership Fee Assessment based on type of structure. (see 8.6)

Type of Residential Structures:

- i) Single Family Homes shall pay one (1) Membership Fee Assessment
- ii) ADU (“Accessory Dwelling Unit”), including a separate kitchen and bathroom shall pay one (1) Membership Fee Assessment
- iii) Duplex
  - a) Duplex Units owned by two separate owners: shall pay two (2) separate Membership Fee Assessments
  - b) Duplex Units owned by one owner and rents the other unit shall pay two (2) separate Membership Fee Assessments.

4.05 Membership ends when the Residential Property is sold. A transfer of membership is permissible when a Property Owner sells their current property and purchases another property in Bradford Village within ninety (90) days.

4.06 The provisions of Article 4 hereof shall be mandatory. No Owner of any interest in any Residential Property shall have any right or power to disclaim, terminate, or withdraw from their membership to Association or any obligations as such 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. Every Property Owner is required to be a Member of Association.

4.07 Association shall have a Board of Directors and Officers as described in the By-Laws.

4.08 The Association shall obtain such funds as it shall require from time to time by assessment upon the Property Owners as provided in Article 8 herein. The amount of such assessments shall be determined not less frequently than annually by the Board of Directors, who shall notify the Members not less than thirty (30) days before such action shall become effective. Except as otherwise provided herein or in Article 8, all assessments shall be levied equally upon the Property Owners. The amounts assessed may include provision for such reserves for future expenditures as the Board of Directors shall deem appropriate.

4.09 In addition to the funds obtained pursuant to Article 8, Association shall receive and utilize for any proper purpose such additional contributions as may be made to it by the Property Owners or others. Funds by contribution from any source may be resolute in a reserve account by the contributor. Members shall be made aware of such contributions unless restricted by the contributor. Contributions are not restricted to monetary only but may include material items and services.

4.10 To the extent necessary to provide for expenditures for which the requisite funds shall 7

have been provided by such assessments, Association shall have power to borrow money 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 Association shall be encumbered to secure such borrowings without the affirmative vote of greater than fifty percent (50%) of the qualified votes cast upon such matter.

4.11 All requests must be made to the Board in writing and properly receipted with date and signature of the person making the request and the receiver of the request. No requests will be unreasonably denied by the Board of Directors and shall be addressed within 14 days or will be deemed automatically approved.

4.12 Where applicable, Grandfather clauses will be applied to owners of more than one Residential Property, and/or owners of Undeveloped Property, who have not paid a membership fee at the time of the recording of this Declaration. Grandfathered owners will not be required to pay additional membership fees for properties owned as of the effective date of these Restrictive Covenants and will only be entitled to one vote for all grandfathered properties combined. Owners of Undeveloped Property who have not paid a membership fee will not be entitled to a vote.

#### ARTICLE 5 Provisions Relating to the Commons Area

5.01 The Common Area, as defined herein, 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.

5.02 The Common Area is hereby declared to be subject to an easement for ingress and egress in favor of each Residential Property and shall be held and maintained for the use and benefit of the Residential Properties, and shall be subject to the right of the Property Owners for themselves, their guests and invitees, to ingress and egress over, upon and across the driveways and private streets and paths in or upon the Common Area, 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 Property.

5.03 There shall be upon the Common Area such driveways, private streets and paths as shall be necessary to provide ingress and egress to and from the Residential Properties for the use and benefit of the Property Owners, their guests and invitees, and such landscaping, other private streets and paths, benches and spaces for the parking of motor vehicles as the Association 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.

15.04 There may be upon the Common Area fences of such design as the Association 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 Association shall determine. There may also be upon the Common Area such facilities for the housing of tools, vehicles and equipment, and such other structures and facilities a shall be reasonably

necessary for the carrying out of the duties imposed upon the Association hereunder, or as the Association may determine to erect from time to time.

5.05 Except as provided herein, there shall be no structures or enclosures above the ground of the Common Area, and no public, commercial or business use of any kind with the exception that the Association office shall be permitted thereon.

5.06 Notwithstanding any other term or provision hereof, no vehicle shall be parked or operated upon any of said private streets in any manner that would violate any law or ordinance which would be applicable if said private streets were public streets. The Association shall have, and is hereby granted, all the rights to enact and enforce the provisions of this Section 5.6, both by imposition of fines and other penalties and by removal of violating vehicles as said Association would at the time have if (1) said private streets were public streets within the jurisdiction of the Town of Santee, South Carolina, and (2) The Association were the duly constituted police department of said city. See additional parking regulations in Article 10.

5.07 In addition to any easements or rights created by Exhibit A as previously mentioned, or as set forth herein, the Common Area is hereby declared to be subject to an easement or easements as provided herein. The right is further reserved to the Association to make and grant, from time to time such easements and rights of way, over, upon and under the Common Area or any part thereof for the construction and maintenance of facilities for supply of water, electricity and 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 Property Owners from time to time thereof, or in order to more fully establish and maintain the rights of ingress and egress described in Sections 5.2 and 5.3.

## **ARTICLE 6 Condemnation**

6.1 Whenever all or part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the Owners appoint the Board of Directors to act as attorney-in-fact for all Owners in the proceedings incident to the taking, unless otherwise prohibited by law. No Owner, by virtue of his Residence ownership or membership in the Association, shall be entitled to independently participate as a party in any condemnation proceedings or directly participate in any condemnation award. The Board of Directors shall have the right to make a voluntary sale to the condemner in lieu of engaging in the condemnation action. Any awards received as a result of the taking shall be paid to the Association. The Board of Directors, without the necessity of a vote of the membership of the Association, may (1) retain any award in the general funds of the Association or (2) use such award for the restoration or replacement of any Common Area Improvements affected by the taking.

## ARTICLE 7

### Maintenance of Common Area and Facilities

7.01 The Association shall determine and carry out or cause to be performed all maintenance, improvements and repair of the Common Area 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.

7.02 The Association shall pay, as agent and on behalf of the Property Owners and out of the funds furnished to it by them for such purpose, all taxes and other governmental impositions levied upon the Common Area or any part thereof.

7.03 The Association shall have power, but shall not be required hereby, to provide for such guards, equipment and/or services for the protection and benefit of the Property and its inhabitants as its Board of Directors may determine from time to time. Hiring of any third-party service such as guards exceeding \$25,000 annually shall require the board of directors to obtain by vote approval of such service by a duly authorized special meeting requiring a vote of greater than fifty (50) percent of the qualified voters.

7.04 The Association shall 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. The Board of Directors shall also have the power to impose upon individuals using or benefiting therefrom such additional charges for the use thereof as said Board of Directors shall from time to time deem appropriate

7.05 To the extent that the use of separate lines or meters therefore shall be impractical or uneconomic, The Association shall have the right to draw water, electricity or other utility services 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 Property Owners of the cost thereof. This provision requires expressed approval in writing from all the property owners affected.

7.06 In the event that the Association determines that the need for maintenance, repair or replacement, is caused through the willful or negligent act of an Owner or Occupant, or the guests, agents, invitees, licensees, or contractors of the an Owner or Occupant, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof, together with any specific assessments levied by the Association for non-compliance and all Costs of Collection shall be added to and become a part of the Assessment to which such Owner is subject and shall become a lien against the Residence of such Owner.

**ARTICLE 8**  
**Assessments**

8.01 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Property Owners and Occupants of Residential Properties, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

**Types of Assessments**

8.02 Monthly HOA Fee Assessment. The number of monthly fee assessments shall be based on the following structure types:

- 1) Single family residence: one (1) Monthly HOA Fee assessment
  
- 2) ADU residence: one (1) Monthly HOA Fee assessment (see 4.4 & Article 1 for definition) When someone regularly occupies the ADU unit other than the property owner, whether funds are being received and regardless of the relationship between the parties, shall pay two (2) Monthly HOA Fee Assessments
  
- 3) Duplex Units owned by two separate owners: two (2) Monthly HOA Fee assessment (see 4.4 & Article 1 for definition)
  
- 4) Duplex Units owned by one owner: two (2) Monthly HOA Fee assessment whether occupied or not. (see 4.4 & Article 1 for definition)

8.03 The Board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or its summary available to an Owner of each Residence, although failure to receive a budget or summary does not affect an Owner's liability for assessments. The Board will provide copies of the detailed budget to Owners during the regular monthly Homeowners Association Meeting. Additional copies will be made available upon request.

8.04 The Board of Directors, in its discretion, may require payment of the annual assessment to be paid in periodic installments, including, without limitation, monthly, quarterly, or semi-annual installments. Unless otherwise provided by the Board, the annual assessment shall be due and payable in monthly installments due at the first of every month. This process determines the Membership Fee & the Monthly HOA Fee (assessment).

8.05 Membership Fee Assessments. Commencing upon the transfer of title after a certificate of occupancy has been issued, and upon any subsequent conveyance or transfer of title, the Owner acquiring title to the Residence shall pay to the Association, a membership fee assessment in an amount set by the Board of Directors. Membership fee assessments may be used to defray the Association expenses or to fund the reserves of the Association. Membership fee assessments will not be considered advance payment of any other assessment authorized herein.

- i. The transfer of title by operation of will, trust, the laws of intestacy, or by any other method of inheritance which is not accompanied by exchange of monetary consideration, shall be subject to the membership fee assessment. Except where excluded by iii below.
- ii. The Association may require the new Owner and/or the prior Owner to provide reasonable written proof such as a copy of the deed, copies of wills, trusts, probate orders, or other such evidence of transfer upon demand.

**iii. Transfer of Property Ownership to Family**

- a) Members shall have the right to transfer property to their immediate family without membership fee assessment provided that the Member and the immediate family member meet all the conditions contained herein.
- b) Each Property Owner shall have, and is hereby granted, the right to transfer without valuable consideration the Residential Property owned by them, or an interest therein, to and among the members of their immediate family and to or among a trust or trusts for their own benefit or for the benefit of members of their immediate family, either during their lifetime or by will, free of restriction and without compliance with any of the terms or provisions of this Article.
- c) Definition of family: Children, Grandchildren, Spouse, Siblings and Parents are considered immediate family either naturally or by adoption for the purpose of this Article. Trust or trusts that include immediate family are included in this provision.
- d) Upon consummation of such a transfer, the Transferee shall become and be a Property Owner for all the purposes hereof and all the terms, restrictions, and conditions of the Association and shall be and remain in full force and effect with respect to all further transfers of any interest so acquired by such Transferee.

8.06 Specific Assessments. The Board shall have the power to levy specific assessments pursuant to this Section, as, in its discretion, it shall deem appropriate. Fines levied and costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Specific assessments are not subject to any uniform rate per Residence and may be levied in a manner to be determined by the Board.

8.07 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In the event that an assessment is to be paid in installments, and any installment becomes delinquent, the Board shall have the right to accelerate and immediately make due and payable the remaining installments. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. Any

assessment or installment thereof delinquent for a period of more than thirty (30) days shall bear interest from the due date at a rate of eighteen percent (18%) per annum (or if eighteen percent (18%) per annum is higher than allowed by law, then the highest rate allowed by law). If any assessment or installment thereof shall become delinquent, a lien, as herein provided, shall attach to the Residence, and the lien shall include the assessment(s), together with late charges, interest, and Costs of Collection. The Association may, in the discretion of the Board, institute suit to collect such amounts and/or to foreclose its lien in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the right, but not the obligation, to bid on the Residence at any foreclosure sale and to acquire, hold, lease, mortgage or convey the same.

8.08 No Property Owner may waive or otherwise escape liability for the assessments provided for herein, including, by way of illustration, but not limitation, non-use of the Common Area or abandonment of the Residence. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or Bylaws, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of the Owner. All payments shall be applied first to Costs of Collection, other costs, then to late charges, then to interest and then to delinquent assessments.

8.09 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Residential Property, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed, jointly and severally, covenants and agrees to pay to the Association: (a) Monthly HOA Fee Assessments or charges; (b) Special Assessments, such assessments to be established and collected as hereinafter provided; (c) Specific Assessments against any particular Residence, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration; and (d) Membership Fee Assessments. All such assessments, together with late charges, interest, and Costs of Collection, shall be a charge on the land and shall be a continuing lien upon the Residence against which each assessment is made in favor of the Association, and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Residence is located. Such lien shall be superior to all other liens and encumbrances on such Residence, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage recorded in the land records of the county where the Properties are located. All other Persons acquiring liens or encumbrances on any Residence after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

8.10 Each such assessment, together with late charges, interest, and Costs of Collection, shall also be the personal obligation of the Owner of such Residential Property at the time the

assessment fell due, and in the event of co-ownership of a Residence, all such co-Owners shall be jointly and severally liable for all such amounts. Each grantee of an Owner shall be jointly and severally liable for all such amounts as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first lien mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

8.11 Notwithstanding the foregoing, any Owner of an Undeveloped Property will pay an annual mowing fee per Lot in lieu of assessments and will not have access to any other amenities. Upon construction of a Residential Unit on an Undeveloped Property, the Owners will be responsible for all Assessments.

8.12 Reserve Budget and Reserve Contributions. The annual budget prepared by the Board shall include an allocation for reserves in an amount sufficient to establish and maintain, at a minimum, a reserve fund equal to six (6) months of the Association's estimated Common Expenses (the "Reserve Budget"). In determining the Reserve Budget, the Board shall take into account the number and nature of the Association's replaceable assets, the expected useful life of each asset, and the estimated cost of repair or replacement. The Board may, from time to time, cause additional contributions to be made to the reserve funds as it deems reasonably necessary to meet the projected repair and replacement needs of the Association or to restore the reserve balance in the event of a shortfall.

## **ARTICLE 9 Enforcement**

9.01 In addition to any other rights, remedies or enforcement mechanisms provided for herein, the Declarant, the Association, or an aggrieved Property Owner in the appropriate case, shall also have the right to enforce, by any proceeding at law or in equity, the provisions of the Governing Documents. A Property Owner shall be responsible and liable for the actions and violations of the Owner, all tenants of the Residential Property, and all other Occupants of the Residential Unit, as well as the actions and violations of all guests, agents, invitees, licensees, or contractors of the same. Any failure by the Association or by any Property Owner to enforce any provision of the Governing Documents shall in no event be deemed a waiver of the right to do so hereafter. All costs and expenses incurred by the Association in connection with enforcement of the provisions of the Governing Documents, including reasonable attorneys' fees, whether or not any suit is instituted and whether incurred before or after any suit is instituted, shall be paid by the Property Owner against whom enforcement is sought. Said costs and expenses shall constitute a charge and continuing lien upon such responsible Property Owner's Residential Property and shall be added to and become part of the assessments to which the Property Owner's Residential Property is subject; therefore, all provisions of the Governing Documents governing enforcement and collection of delinquent assessments shall also apply to the collection and enforcement of such costs and expenses.

9.02 Self-Help: In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Residence or Lot or any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates the Governing Documents. Unless an emergency exists, the Board shall give the violating Residence Owner ten (10) days' written notice

of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Property Owner as a Specific Assessment and shall be collected as provided for herein for the collection of assessments.

9.03 Fines: In addition to the foregoing, the Association, by and through its Board of Directors, shall also have the right to levy reasonable monetary fines for violations of the provisions of the Governing Documents. Such monetary fines shall constitute specific assessments. As set forth above, a Property Owner shall be responsible and liable for the actions and violations of the Property Owner, all tenants of the Residential Unit, and all other Occupants of the Residential Unit, as well as the actions and violations of all guests, agents, invitees, licensees, or contractors of the same, and as such, a Property Owner may be fined for violations by any of the same and shall be responsible for payment of any fines levied as a result of a violation by any of the same. The issuance of any fine(s) for a violation shall not constitute an election of remedies, nor a waiver of any right to pursue any other additional enforcement mechanisms concerning the violation provided for by the Governing Documents. The Board of Directors, in its discretion, may adopt and publish policies and procedures pertaining to the issuance of any fines set forth herein, which may be amended from time to time. The Board of Directors shall also have the power to adopt and publish a schedule of fees for Property Owners for violations of the Declaration, Bylaws, Rules and Regulations, and other governing documents.

9.04 Suspension of Rights. In addition to the foregoing, the Association, by and through its Board of Directors, shall also have the right to suspend a Member's rights, including but not limited to a Member's voting rights and the right to use the Common Area, for violations of the provisions of the Governing Documents of the Association. Such suspended votes will not be counted toward the computation of votes needed to pass any action by Members contained in the Governing Documents.

9.05 Hearing. A Property Owner disputing a noticed violation may request a hearing before the Board within ten (10) days of the notice provided thereof. If the Property Owner fails to present a written request for a hearing within this ten (10) day period, the Property Owner has waived his/her right to a hearing and has impliedly consented to the validity of the violation and the sanctions to be imposed.

## **ARTICLE 10**

### **Provisions Relating to the Residential Properties**

10.01 Those portions of the Property shown and described in Exhibit A as Residential Properties 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.

10.02 To reside in Bradford Village, at least one occupant must be a minimum of fifty-five (55) years of age, and all other occupants must always be at minimum of forty (40) years old.

10.03 All members and residents, including tenants, must register at the Association office and are required to provide current photo identification, including verification of age eligibility to purchase property and/or to reside in Bradford Village.

10.04 Guests may not stay in residence for a period longer than fourteen (14) days without 15

prior approval of the Board of Directors.

10.05 Visitors and Guests must be accompanied by the resident when participating in any event or activity, including clubhouse activities, the pool, lake, or any amenity offered to members.

10.06 Caretaker: To preserve the Community's status as "housing for older persons" under the Housing for Older Persons Act of 1995 (42 U.S.C. § 3607(b)), while allowing residents to receive necessary personal care or assistance, a Caretaker may reside in the Residential Unit only if the Caretaker's presence is necessary to provide health, safety, or daily-living assistance to a Qualified Older Person residing in that Residential Unit. At least one permanent occupant of the Residential Unit must be a Qualified Older Person in compliance with the Community's age-restriction requirements. ("Qualified Older Person" is defined as a Person age 55 or older.)

10.06 (a) The Board may request reasonable written confirmation from a licensed healthcare provider that a Caretaker is necessary for the Qualified Older Person's care.

10.06 (b) The Board may require the Caretaker to complete a standard occupant information form, provide copies of identification, and undergo any background screening otherwise required for residents.

10.06 (c) Caretakers shall not be considered residents for purposes of voting rights, age-occupancy ratios, or independent leasing of the Residential Unit.

10.06 (d) Caretakers must comply with all Community rules, including parking, noise, and conduct standards.

10.06 (e) Only one Caretaker per Residential Unit is permitted at any one time unless the Board grants written approval for additional assistance based on documented medical necessity.

10.06 (f) A Caretaker's occupancy does not create tenancy rights or the right to remain in the Community after the Qualified Older Person vacates. A Caretaker's right to occupy the Residential Unit is a derivative of the Qualified Older Person's residency and shall terminate automatically when the older resident no longer occupies the Residential Unit as a primary residence.

10.07 No Residential Property shall be subdivided or its boundary lines changed without prior written approval from the Board of Directors.

10.08 No private water wells may be drilled or maintained on any Residential Property. No septic tank shall be permitted on any Residential Property.

10.09 No oil or mining operations shall be permitted upon any Residential Property.

10.10 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. 16

10.11 Moving, storage containers or pods may be placed temporarily in residential driveways for a period not to exceed fourteen (14) days, subject to prior approval of the Board of Directors.

10.12 No trade or business shall be conducted upon or within any Residential Property that would substantially increase traffic to the residence.

10.13 Pets: No domestic or other animals of any kind shall be kept or maintained on any Residential Property, except for such birds, dogs, cats, and other household pets as may be permitted by regulations adopted by Association from time to time. Property Owners must adhere to the following:

10.13 (a) Pets must be on a leash when in residential and developed Common Areas.

10.13 (b) Pets are permitted to be off leash in private fenced patio areas, undeveloped Common Areas and in the Dog Park. The owner or caretaker of the pet shall be present and must be able to maintain control over the pet, always using voice commands or some other manner of control.

10.13 (c) Pets must have received all vaccines required by law.

10.13 (d) Owners and caretakers are responsible for picking up and disposing of pet waste everywhere in Bradford Village, including undeveloped Common Areas and the Dog Park.

10.13 (e) There shall be no external structure erected for the purpose of permanently housing a pet.

10.13 (f) Aggressive behavior by pets, or noise, such as excessive barking, is prohibited.

10.13 (g) Feeding stray animals and wildlife, except for birds, is prohibited.

10.14 No sign(s) shall be placed on any Residential Property other than designations of street addresses and names of residents, in such styles and materials as Association shall by regulation approve. This includes real estate, commercial, and political signs.

10.15 House Décor: All Property Owners must adhere to the following:

10.15 (a) Name and address signs with the name of the current occupant (s) and eyebrow lights are standardized for every Residential Property and shall not be removed. They must always be visible and in good operating condition.

10.15 (b) Bradford Village will provide light bulbs and sensors and inspect lights at regular intervals replacing light bulbs and sensors as needed. All other repairs to the lights are the responsibility of the homeowner.

10.15 (c) In the event that a name sign or light is damaged by the landscaping contractor the sign or light will be paid for by the landscaper. Should the sign or light be damaged by the resident the owner is responsible for the replacement. Bradford Village will sell the owner a complete eyebrow light or sign at cost. The owner must provide for installation.

10.15 (d) Homeowners are responsible for the cost of name and address signs for their rental properties. Signs will be ordered and installed by Bradford Village.

10.15 (e) American Flags may only be flown from a flag holder attached to the Residential Unit or a regulated ground pole which has been installed according to manufacturer specifications. The flag must be properly displayed and used in a respectful manner. Ground poles shall be located within designated setback lines and may not encroach on easements between or behind Residential Properties. Maximum ground pole height is twenty (20) feet. Prior written approval of the Board of Directors shall be required for the installation of a ground pole.

- i) flags shall be no larger than four-by-six feet
- ii) if flown at night the flag must be illuminated
- iii) flag must not be torn, tattered or dirty

10.15 (f) Garden or other decorative flags shall be displayed on a stand or holder designed for such flags.

10.15 (g) No object or structure shall lean against a Residential Unit or its structure except for house decor that was made for that purpose.

10.15 (h) Each Residential Unit shall include a basket or other carrier to receive correspondence from Association.

10.15 (i) Decorative seating is permitted on the front porch, patio, and/or landscaped areas. Casual furniture, such as plastic lawn chairs, folding chairs, lounge chairs, tables, and umbrellas are prohibited from being left outside of a patio or fenced area overnight.

10.15 (j) Worn, stained or damaged yard décor or furnishings shall be removed.

10.15 (k) Gardening and construction materials shall not be left or stored outside of patios or fenced areas, except for garden hoses. Materials for projects or construction in progress may be left out temporarily until the work is complete.

10.15 (l) No objects or materials may obstruct neighboring property, sidewalks, streets, or mowing areas.

10.15 (m) Exterior décor that is specific to a holiday must be removed no later than the end of the month in which the holiday occurs, or fourteen (14) days after

the holiday, whichever is later, except for Christmas decorations, which must be removed no later than January 15th.

10.15 (n) Notwithstanding the above guidelines, the appearance of each Residential Property must be consistent with the overall style and appearance of all Residential Properties collectively.

10.15 (o) Exterior television antennas and other electronic equipment may not extend more than five (5) feet above the highest roof line of the Residential Property or the roofline of any Residential Property adjacent to it. Equipment must be placed in the least obtrusive location that allows for acceptable reception. Property Owners are responsible for removing non-functioning cable, satellite, and internet connections, antennas, and other electronic equipment.

10.15 (p) Bradford Village has the right to inspect the exterior of residential units at any time.

10.16 Landscaping: All Property Owners shall adhere to the following:

10.16 (a) Property Owners are responsible for any landscape maintenance on their property that is beyond the landscaping contract then in effect, including weed control in landscaped beds and overgrowth of plants and trees.

10.16 (b) Plants and trees must not obscure name and address signs or eyebrow lights.

10.16 (c) Property Owners are responsible for overgrowth of weeds, shrubbery and trees in enclosed areas that may be visible from the exterior of fenced areas.

10.16 (d) Property Owners are responsible for the removal of diseased, damaged, or dead shrubbery or trees located on their property. Tree stumps shall be removed or ground down.

10.16 (e) Property Owners are responsible for the maintenance of trees, tree roots, shrubbery, and/or any other type of foliage, whether healthy or damaged, to avoid damage to neighboring property.

10.16 (f) Property Owners are responsible for keeping mowing areas free and clear of any items that may impede mowing of the Property, such as yard décor, outdoor furniture, or garden hoses.

10.17 Burning: Open burning is prohibited within Bradford Village, except for annual burning of garden waste at the garden area supervised by the Garden Committee. Use of a residential outdoor fireplace or fire pit in a patio area, with materials designed to be burned in such a fireplace or fire pit, is allowed. Any such fire may not be left unattended.

10.18 Residential Waste: All Property Owners shall adhere to the following:

10.18 (a) Trash shall be contained in trash bags and placed inside trash cans.

10.18 (b) Trash cans shall be stored neatly at the side of the Residential Unit.

10.18 (c) Large objects, lawn debris, demolition materials and other items not included in the waste contract then in effect are to be disposed of off-site by the Property Owner.

10.18 (d) No trash or refuse shall be dumped, discarded, placed, or otherwise disposed of upon the Property, except as provided in this Section 10.18.

10.19 Property Owners shall keep their Residential Unit in a well-maintained state. No noxious or offensive activity shall be conducted upon any lot or Residence, nor should anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, 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 Community by the owners and its residents thereof.

10.20 Parking: The following parking regulations apply to all owners, residents, and guests additional parking regulations in Section 5.6.

10.20 (a) Temporary on-street parking is allowed. However, vehicles may not block the free flow of residential traffic or obstruct the passage of fire, police, or other emergency vehicles, personnel, or equipment.

10.20 (b) Overnight Street parking and parking on sidewalks is prohibited.

10.20 (c) Parking on the grass is prohibited, including the grass of the Common Areas and individual Residences Except the Common Area immediately adjacent to the woodworking/garden shop, garden, blueberry patch, areas directly across the street from the clubhouse parking lot (adjacent to the golf putting range) and pond area.

10.20 (d) Additional parking is available at the Bradford Village Clubhouse. Overnight parking in the lot is permitted for a period not to exceed 14 days. If a vehicle needs to be left in the lot for more than 3 days, the BVA Office must be notified. This parking area is also to be used by residents hosting an event that would otherwise result in more than two vehicles being parked on the street.

10.21 Vehicles located in Residential or Common Areas must have current registration and insurance, unless enclosed in a garage, shed, or designated storage area.

10.22 Boats, trailers, campers, and other recreational vehicles may not be stored at any residential property unless enclosed in a garage. Such vehicles may be temporarily parked at a residential property for a period not to exceed 24 hours.

10.23 Designated Storage area is provided for storing boats, trailers, campers, and other recreational vehicles. The number of vehicles stored may be limited by the board based on available space. Storage units are also available to rent.

10.23 (a) Only Property Owners or their tenants may store vehicles in the designated storage area. Non-residents are prohibited from parking in the storage area.

1023 (b) Registration tags for vehicles parked in the storage area, including recreational vehicles, must have an expiration date not more than one year past.

10.23 (c) Vehicle owners must register each vehicle at the Association office prior to parking in the storage area.

10.23 (d) Boat/RV Shelters standing upon the storage area as of the date of this Declaration may be owned by individual Property Owners. Changes in ownership must be reported to the office within fourteen (14) days. The name of the current owner must be prominently displayed on each Shelter. Vehicles parked within the Shelters remain subject to this Section. Property Owners may allow their tenant to park a vehicle under a Shelter owned by the Property Owner. Non-residents are prohibited from parking in the storage area, including under a Shelter. Repairs to, demolition of, or damage caused by Shelters are the responsibility of the Shelter owners. Association shall bear no responsibility for any costs or damages associated with Shelters. No additional Shelters may be built in the storage area.

10.24 Property Owners who reside in Bradford Village may rent storage units in the storage area. Property Owners may rent a maximum of one storage unit on behalf of a tenant. In either case, Property Owners will be responsible for payment of storage fees and any damage incurred. Bradford Village shall bear no responsibility for any loss of or damage to personal property stored in any storage unit.

10.25 No inoperable vehicle shall be located at any residential property, storage area, clubhouse parking lot, or any other area in Bradford Village for a period exceeding thirty (30) days, unless enclosed in a garage, shed or storage unit.

10.26 Major repairs involving the disassembly of a vehicle or the mounting of a vehicle on blocks or other temporary devices may not exceed a twenty-four (24) hour period unless enclosed in a garage, shed or storage facility.

10.27 Golf carts must be registered in the office. Golf carts must be operated in a safe manner and may only be operated by a resident or guest with a valid driver's license. Owners and/or operators are responsible for any damage or injury caused by a golf cart.

10.28 Individual yard sales, garage sales, or any other sales open to the public, are prohibited in residential and all other areas in Bradford Village. Moving and estate sales that are open only to residents of Bradford Village may be permitted with prior approval of the Board of Directors.

10.29 No solicitation is allowed in Bradford Village.

10.30 No explosives of any variety, including, but not limited to, firearms and fireworks, shall be discharged anywhere upon the Property.

10.31 The Residential Owner of each Residential Property shall from time to time grant such additional easements and rights over, across, or, under, and upon his Residential Property as may be reasonably necessary in connection with the supply of any of the utilities, or routine maintenance of neighboring residential units. Association and/or other residential units are required to notify property owner(s) at least five (5) days in advance of their intent in writing of the scope of work. This does not preclude emergencies or other acts relating to safety.

10.32 The Residential Properties 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 Association pursuant to Article 17 hereof.

## **ARTICLE 11**

### **Construction and Maintenance of Residential Units and Structures**

11.01 Construction of any kind, including, but not limited to, new construction, new or replacement fences, roofs, gutters or sheds, shall conform to the regulations then in effect for the Town of Santee, any other applicable jurisdiction, and the building specifications and regulations then in effect for Association. Said specifications may be updated from time to time by the Board of Directors and are on file at the Association office. Building plans for new construction, or requests for change, modification, or addition to a Residential Unit, requires prior written approval of the Board of Directors before any work may begin.

11.02 Installation, replacement, or any other change to the exterior appearance of a Residential Unit or its structures, including, but not limited to, sheds, shingles, paint colors, solar panels, or concrete, requires prior written approval of the Board of Directors.

11.03 No Residential Unit, garage, shed, fence, or any other structure on a Residential Property shall be built beyond the setback lines designated to maintain proper setbacks from streets, and adequate free spaces between structures. Such setback lines are designated in the building specifications and regulations then in effect, as may be updated from time to time by the Board of Directors. A survey may be required prior to approval.

11.04 Each Residential Unit will be a single-story home on a single Lot.

11.05 Exterior siding for Residential Units, garages, sheds, and other structures shall be of cedar siding. Modern materials with the same texture and appearance as cedar siding may be used with prior written approval of the Board of Directors.

11.06 Roofing for Residential Units and their structures shall be asphalt shingles. Modern materials with the same texture and appearance as asphalt shingles may be used with prior written approval of the Board of Directors. Roof replacement in a different color requires prior written approval of the Board of Directors. Repairs and/or replacement of missing shingles shall be of the same color and style as existing shingles.

11.07 Gutters must be white or the same color as the siding or trim.

11.08 Fences must be the same color as either the house or trim. Fence materials must conform to the building specifications and regulations then in effect, as may be updated from time to time by the Board of Directors. Vinyl fencing or modern materials with the same texture and appearance as materials stated in the building specifications may be used with prior written approval of the Board of Directors. If vinyl materials are not available in a color matching the house or trim, white vinyl may be used. Fence heights shall be the same as historically built unless approved by the Board of Directors.

11.09 The same style, building materials, roofing, and paint colors must be used for both Residential Units of a duplex. House painting or complete replacement of roof must be done at the same time and in its entirety for both Residential Units and each Property Owner shall be responsible for their portion of the shared cost. Repairs and maintenance may be performed on individual units.

11.10 Duplex Dispute: In the event that an owner dispute occurs regarding repair, roofing (repair or replace) or painting (repair of new), the owner(s) shall advise the Board of Directors of the dispute in writing, reasons for the dispute and the desired result. The board will advise the opposing party of the complaint and allow ten (10) days for an answer. If no answer is received, and the board finds that the dispute has merit, the board may (upon notice to all parties) and considering the overall responsibilities of the Association approve the action, pay a fair share of the repairs, and seek reimbursement.

11.10(a) All costs and expenses incurred by the Association in connection with enforcement of these provisions, including reasonable attorneys' fees, whether or not any suit is instituted and whether incurred before or after any suit is instituted, shall be paid by the Property Owner against whom enforcement is sought. Said costs and expenses shall constitute a charge and continuing lien upon such responsible Property Owner's Residential Property and shall be added to and become part of the assessments to which the Property Owner's Residential Property is subject; therefore, all provisions of this document and collection of delinquent assessments shall also apply to the collection and enforcement of such costs and expenses. This provision shall include any other remedies contained herein.

11.10(b) The board has no obligation to act or resolve this type of issue

11.10(c) The board may seek any other remedies available to help the parties find a resolution.

11.11 Residential units may be repainted their present color, however if they are not, they must be painted a color appearing on the color palette then in effect throughout the Property. Said color palette may be updated from time to time pursuant to guidelines promulgated by the Board of Directors.

11.11(a) Any changes in exterior house paint colors or roof colors must be approved in writing by the Board of Directors.

11.11(b) Exterior siding shall be one color, either the present color of the structure or a color from the approved color palette. Trim may either be the same color as the siding, a second color from the color palette, or white. Garages, sheds, and other structures shall be the same as the house color.

11.11 c) An individual accent color may be used for doors, shutters, and/or window boxes. Each Residential Unit of a duplex may use a different accent color.

11.11 (d) All new structures and/or repairs shall be painted within fourteen (14) days of completion. Fences built of treated lumber will be granted a six-month drying period and must be painted within eight (8) months.

11.11 (e) Painting of driveways and/or private sidewalks of a Residential Unit shall be cement grey color only or must comply with any color palette then in effect and must have written approval of the Board of Directors. Common sidewalks, connecting each Residential Unit with others in the neighborhood, may not be painted.

11.11 (f) No Residential Unit or its structures may permanently remain unpainted.

11.12 Building or installing any new attached structures, including, but not limited to, pergolas and awnings, must have written approval of the Board of Directors.

11.13 Property Owners are responsible for maintenance and upkeep of any part of their Residential Unit and its structures that is visible from the exterior, including, but not limited to, mold or mildew, warped or rotted siding, faded paint, damaged shingles, or other undesirable conditions that may negatively affect the overall appearance of the unit.

11.14 From and after the completion of the construction of each Residential Unit and its structures and the delivery thereof to the Property Owner, there shall be no structural alterations, changes, additions or deletions to or from said Residential Unit or its structures 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, without prior written approval of the Board of Directors.

11.15 Owners of Undeveloped Property may not erect any fence, solid or open, wall, or other structure on said Lot.

11.16 No substantial changes in the elevation of the land shall be made on the premises after the initial development of the property.

11.17 All maintenance and repair of a Lot, together with all portions of the Dwelling Unit and other improvements on the Lot, including without limitation landscaping maintenance, shall be the responsibility of the Owner of such Lot.

11.18 If the Board of Directors determines that any Owner has failed or refused to discharge properly the Owner's obligations with regard to the maintenance, repair, or replacement of items for which the Owner is responsible hereunder, then the Association may, but shall not be obligated to, perform the repair, replacement or maintenance; provided, however, that, unless the

Board of Directors of the Association determines that an emergency exists, the Association shall first give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall be set forth with reasonable particularity with the maintenance, repairs, or replacement, deemed necessary. Unless the Board of Directors of the Association determines that an emergency situation exists, the Owner shall have ten (10) days from the date of the notice within which to complete such maintenance, repair, or replacement, or in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If the Board of Directors determines that an emergency exists, or if any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be added to and become a specific assessments to which such Owner is subject and shall become a lien against the Residence.

11.19 Any written approval required pursuant to Article 10 or Article 11 shall be obtained by submitting detailed plans and specifications to the Board of Directors prior to the commencement of any work. No construction, installation, exterior alteration, or structural modification of any kind - including, but not limited to, new or replacement fences, roofs, gutters, sheds, attached structures, or exterior painting, structural alterations - shall be commenced until the proposed plans have been reviewed and approved in writing by the Board (or its designee). The Board may, in its discretion, suspend or withhold review or approval services for any Owner who is in default in the payment of assessments or other charges due to the Association, or who is otherwise in violation of the Governing Documents, until such default or violation has been corrected.

11.20 Pursuant to its authority in Section 17.2 and the bylaws, the Board may establish an "Architectural Review Committee" consisting of the Board of Directors or other such members as the Board may appoint for the purpose of promulgating a set of policies, rules and procedures (the "Architectural Guidelines") which may be amended from time to time by the Board of Directors which shall act as a guide for the architectural review process and for the maintenance, construction, or renovation of Improvements in the Community.

## **Article 12**

### **Litigation**

12.01 In the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action including any appeal of such action.

## **Article 13**

### **Leasing Restrictions and Associated Provisions**

13.01 Definitions: as used in this Article

13.01 (a) "To Lease" or "Rent" shall mean and refer to the granting or conveyance of any rights to use, occupy, or possess a Lot, dwelling, or other building, structure,

or Improvement, or any portion thereof, to someone other than the Owner of the Residence for a fee or other consideration, including, without limitation, to lease, to let, to rent, and to license.

13.01 (b) “Lease Agreement” shall mean and refer to any agreement to Lease a Residential Unit or other building, structure, or improvement, on a or any portion thereof, including, without limitation, lease agreements, rental agreement, licenses, and other similar agreements.

13.01 (c) “Subtenant” shall mean and refer to any person(s) or entity(ies) leasing a premises pursuant to the assignment or sublease of a Lease Agreement.

13.01 (d) “Short Term Lease” shall mean and refer to Lease of a Residential Unit, dwelling, or other building, structure, or improvement, on a Residential Property or any portion thereof for a term of anything less than one (1) year.

13.02 Processing Fee A one time processing fee shall be charged for each new lease presented. Renewing of a lease shall be excluded from paying the processing fee provided the terms of the lease have not changed. The fee shall be determined by the Board of Directors from time-to-time.

13.02 Waiting Period. Any Residence purchased, conveyed, bequeathed, gifted, or otherwise transferred after the recordation of this Amendment may not be Leased for a period of one (1) year after such transfer, except for:

13.02 (a) Any Residence in which the Owner(s) has been issued a military permanent change of station or deployment orders covered by the Service members Civil Relief Act 50 USC App §§501-596; and

13.02 (b) Any Residence in which ownership is transferred to the Estate of an Owner in the event of the Owner’s death.

13.02 (c) The one (1) year waiting period shall be tolled and cease to run with respect to any lease executed in violation of this Section.

### 13.03 Additional Lease Restrictions.

13.03(a) Short Term Leases are prohibited. Additionally, offering or advertising a Residential Unit, or any portion thereof, for Short Term Leasing through services such as Airbnb, VRBO, and other similar services, is prohibited. Further, no Residential Unit or any other structure thereon, or any portion thereof, may otherwise be used for hotel or transient purposes. Notwithstanding the foregoing, nothing herein shall prohibit the temporary occupancy of a Residential Unit by a Caretaker, family member, house or pet sitter, or other similar type of temporary occupancy for which a Property Owner receives no compensation, subject to all terms and provisions set forth herein.

13.03 (b) Lots or Residential Units may only be leased in their entirety – no individual rooms, floors, or other portions of a Residence consisting of less than the entire Residence may be separately or individually leased.

13.03 (c) Leases of any Residence must be used for single-family, residential purposes only.

13.03 (d) A Property Owner may own a maximum of two (2) Residential properties and may rent out a maximum of one (1) Residential Unit in Bradford Village at any given time, with prior written approval of the Board of Directors.

13.03 (e) A maximum of twelve (12) of all Residential properties in Bradford Village may be used as rentals at any given time.

13.03 (f) Property Owners or prospective Property Owners shall, with prior written approval of the Board of Directors, be permitted to rent a property in Bradford Village for their personal use for a period of less than one year while making repairs or remodeling their own Residential Unit or while construction of a new Residential Unit is in progress.

13.03 (g) Prior to the date of occupancy, Property Owner shall (a) verify that at least one Occupant of the Residential Unit shall be a person who is fifty-five (55) years of age or older and all other occupants must be a minimum of forty (40) years of age (b) provide Bradford Village Association with the name and proof of age of the qualified Occupied Occupant name and proof of age of all other Occupants, along with the expected date of occupancy. see Section 13.5.

13.03 (h) The Association shall not be responsible for collecting rent or other fees owed to Property Owners from Tenants.

3.3 (i) Tenants may park a boat or RV in the open storage area. Tenants are not eligible to rent storage units or own a boat/RV shelter. Property Owners may rent one storage unit on behalf of a tenant. Property Owners may allow a tenant to park a boat or RV in a boat/RV Shelter owned by the Property Owner.

13.03 (j) Tenants are eligible for amenities and activities.

13.03 (k) Tenants are not members of Bradford Village Association and shall not be eligible to cast votes for any matter regarding Bradford Village Homeowner's Association.

13.03 (l) The Association is considered a third-party beneficiary to any Lease and may exercise its rights as a third-party beneficiary thereto, including the right to evict a Tenant.

13.03 (m) Property Owners shall remain responsible for monthly Assessments, maintenance, and upkeep as if they resided in it themselves.

13.03 (n) The Board of Directors may require Property Owners to provide background checks on all tenants occupying the residence at their expense.

13.04 Lease Agreement Requirements. All Lease Agreements must be in writing and must include, and incorporate by reference, the following:

13.04 (a) A signed “Bradford Village Homeowners Association, Inc. “Lease addendum” attached as Exhibit “D” hereto (“Lease Addendum”);

13.04 (b) A provision requiring all Tenants to comply with the provisions of the Declaration, Bylaws, and any Rules and Regulations (the “Governing Documents”), and providing that any violation of the provisions of the Governing Documents by a Tenant shall be deemed a default under the terms of the Lease Agreement and shall be grounds for termination of the Lease Agreement and for eviction;

13.04 (c) A provision that a Lease Agreement may not be assigned or subleased without approval of the Owner and requiring that every assignment or sublease of a Lease Agreement be in writing and must include a Lease Addendum signed by the Subtenant. A copy of the executed assignment or sublease and a signed Lease Addendum shall be provided to the Association in accordance with Section 13.4(a).

13.04 (d) A provision that the Association has the right to terminate the lease and evict any tenant(s) upon violation by the tenant of any provision of the Governing Documents.

13.04 (e) A copy of the governing documents shall be provided to the tenants for a fee established by the board from time to time.

13.04 (f) Whether or not the foregoing provisions are expressly included in the Lease Agreement, by Leasing a Residence, both the Owner and Tenant covenant and agree that such provisions are incorporated into the Lease Agreement by the existence of this provision.

13.04 (g) Requirement to Provide Lease Agreement & Information. A copy of the written Lease Agreement or any assignment of a Lease Agreement must be provided to the Association within ten (10) days of the effective date of the Lease Agreement or assignment of a Lease Agreement, together with a list of the names and ages (verification provided) and the contact information of any known persons who will be occupying the Residence as a consequence of the Lease Agreement or assignment of Lease Agreement. In addition to the foregoing and upon request at any time, an Owner shall provide the Association with such other information as may be reasonably required by the Board of Directors to assist in monitoring compliance with the provisions of this Section.

13.05 Exception for Residential Units Owned by Association. The provisions of this Section shall not apply to Residential Units which are owned by the Association or that are owned by any mortgage lien holder as a result of foreclosure or deed in lieu of foreclosure. This exception shall only apply during the Association’s and/or mortgage lien holder’s period of ownership, and neither the Association nor the mortgage lien holder may assign this exception to a subsequent Owner.

13.06 Effective Date of Amendment & Grandfather Clause. This Amendment shall be immediately effective upon approval and recordation of a written instrument.

13.06 (a) Any current, bona fide Lease Agreements in place at the time the Amendment becomes effective shall be automatically deemed approved, regardless until such time as (i) the active Lease Agreement is terminated or expires by its natural term; or (ii) title to the Residence is transferred; whichever occurs first. After the occurrence of the first of the aforementioned triggering events, the Owner must comply with the requirements set forth in this Section in order to re-lease the Residence, including any renewals of the then-active Lease Agreement. Notwithstanding the foregoing, any active Lease Agreement at the time this Amendment becomes effective, must be provided to the Board of Directors within thirty (30) days of the recording of this Amendment with the Register of Deeds for Orangeburg County, along with a list of the names, age verification and contact information of the known persons occupying the Residence as a consequence of the Lease Agreement.

13.07 Enforcement. Enforcement of this Section, in addition to any other remedy authorized by the Governing Documents, may be carried out by the Association through any proceeding at law or in equity, against any person or persons violating or attempting to violate the Governing Documents. An Owner shall be ultimately responsible and liable for the actions and violations of the Owner, all Tenants and any other persons occupying the dwelling pursuant to the Lease Agreement, as well as the actions and violations of all guests, agents, invitees, licensees, or contractors of the same.

13.07 (a) In addition to the Association's right to levy fines for non-compliance which shall constitute a lien upon the Residential Unit and to take any other enforcement action authorized by the Governing Documents, in the event certain acts or omissions by the Tenants, including any Occupants, guests or invitees of the same, have been determined by the Board of Directors to be a continuous nuisance or in violation of the Governing Documents, the Board of Directors may deliver written notice to the Owner of the Residence requiring him to initiate legal actions necessary to have the Tenant(s) evicted within thirty (30) days of the written notice. Should the Owner of the Residence fail to comply with the directive issued in the written notice, the Board of Directors is authorized and empowered to take whatever legal action necessary to have the Tenants evicted from the Residence. All attorney fees, court costs, and incidental expenses incurred by the Association in any eviction proceedings, regardless of the final determination of such proceedings, shall be assessed against the responsible Owner and shall be collectible in the same manner as Assessments as provided in Article 8 of the Declaration.

13.07 (b) Any failure by the Association to enforce any provision of these Leasing restrictions shall in no event be deemed a waiver of the right to do so thereafter. All costs and expenses incurred by the Association in connection with enforcement of these Leasing provisions, including reasonable attorneys' fees, whether or not any suit is brought and whether incurred before or after any suit is brought, shall be assessed against the responsible Owner and shall constitute a charge and continuing lien upon such responsible Owner's Residence and shall be added to and become part of the Assessments to which the Owner's Residence is subject and collectible in the same manner as Assessments. The issuance of any fines for non-compliance, or imposition of any other enforcement remedy authorized by the Governing Documents, including pursuit of eviction, shall not constitute an election of remedies, nor waiver of any right to pursue any other authorized enforcement remedy.

**ARTICLE 14**  
**Insurance and Casualty Loss**

14.01 Insurance by Association. The Board of Directors or its duly authorized agent shall have the authority to and shall procure and maintain liability and hazard insurance on property owned by the Association in amounts established by the Board of Directors in its sole discretion. The Board shall also obtain directors' and officers' liability insurance and, if and as may be deemed appropriate by the Board of Directors, fidelity bond coverage for all officers or employees having fiscal responsibilities. Costs of all insurance coverage provided for in this Section shall be included in the assessments pursuant to Article 8. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties. Any party other than the Declarant, the Association or a governmental entity which acquires title to Common Area property shall procure and maintain at such owner's expense, a policy of hazard and liability insurance covering the Common Area and naming the Association as an insured party thereunder. The policy limits shall be set by the board from time to time.

14.02 Damage and Destruction; Repair and Reconstruction. In the event of damage to or destruction of Common Areas or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or Improvements necessitated by changes in applicable building codes. Damaged Improvements on the Common Area shall be repaired or reconstructed unless Members, at a duly called meeting held within sixty (60) days after the loss, not to repair or reconstruct. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may levy special assessments to cover the shortfall with notice to the membership. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of the Members.

14.03 Insurance by Owners. Each Owner shall, at its own expense, insure the Dwelling Unit and all other insurable Improvements on the Lot in an amount not less than the current insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

14.04 Insurance of Duplex Residential Units. Duplex Each Owner of a Duplex Residential Unit shall, at their own expense, maintain insurance covering all insurable improvements on their Lot, including the Duplex Residential Unit. Coverage must include, but is not limited to, exterior walls, windows, doors, trim, framing, hardware, cladding and siding, facades, sheathing, roof decking and framing, underlayment, shingles, foundation materials, electrical and plumbing systems serving the Duplex Residential Unit, interior walls (including any portion of the party wall serving that Duplex Residential Unit), doors, undecorated drywall, ceilings, and subflooring. Owners must also maintain walls-in coverage for interior finishes,

personal property, and other contents of the Duplex Residential Unit.

14.5 Proof of Insurance. Each Owner shall provide the Association with satisfactory proof of insurance upon request, including certificates or declarations pages evidencing current coverage and naming the Association as a certificate holder. Proof of insurance must be provided within ten (10) days of any written request by the Association, and Owners shall promptly furnish updated proof upon each renewal or change in coverage. Failure to maintain such insurance or to provide proof of coverage as required herein shall constitute a violation of this Declaration.

14.06 Damage and Destruction of a Duplex Residential Unit.

14.06 (a) In General. If fire or other casualty damages party walls, the roof, exterior surfaces, structural components, or other portions of Duplex Residential Units, the Owners of the affected Duplex Residential Units shall be jointly and severally responsible for repairing or reconstructing the damaged portions, in proportion to the extent the damage affects each Owner's Duplex Residential Unit. This responsibility shall be without prejudice to the right of any such Owner to seek a larger contribution from another Owner under applicable law relating to negligent or willful acts or omissions. For purposes of this paragraph, "repair or reconstruction" means restoring the damaged property to substantially the same condition and location as existed immediately prior to the fire or other casualty.

14.06 (b) Repair and Reconstruction. In the event an Owner is uninsured or under insured as to insurance of the Duplex Residential Unit, the Association shall have the authority, but not the obligation, to enter the Duplex Residential Unit and perform the necessary repairs or reconstruction at Owner's sole cost and expense to prevent further damage to other Duplex Residential Unit, and all costs shall be added to and become a part of the assessments to which such Owner is subject and shall become a lien against the Residence.

**ARTICLE 15**  
**Party Walls**

15.1 Easements. It is contemplated that some of the Duplex Residential Units have party walls in common with other Duplex Residential Units in the same building. Each party wall may be erected upon the lot line between the Duplex Residential Units concerned, but it is recognized that errors may occur in the actual placement of said party walls during construction. Accordingly, each Residence 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 destroyed and then rebuilt, the Duplex Residential Unit Owners agree that the same easement for encroachments shall exist.

15.2 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Duplex Residential Unit upon the Residences and placed on the

dividing line between the Residences shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

15.03 Sharing, Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the party wall in proportion to such use. Each Owner shall have an easement and right of access over an adjoining Residence as is reasonably necessary for the maintenance, repair, restoration, and/or replacement of the party wall.

15.03 (a) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion so such use, without prejudice, however to the right of any Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

15.03 (b) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

15.03 (c) Right to Contribution Runs with Land. The right of any Owner to contribution from any other under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## ARTICLE 16

### Age-Restricted Housing Compliance

16.01 Purpose and Intent. The Association intends and shall operate as "housing for older persons" within the meaning of the Fair Housing Act, 42 U.S.C. § 3607(b)(2)(C), and HUD regulations at 24 C.F.R. Part 100, Subpart E. The Association shall take all actions necessary to maintain compliance with those requirements and to preserve the community's 55+ status.

16.02 Minimum Age Occupancy Requirement. One hundred percent (100%) of the Dwelling Units shall be occupied by at least one person fifty-five (55) years of age or older ("Qualifying Occupant") and all other occupants must always be a minimum age of forty (40). Occupancy shall be determined based upon the person or persons who maintain the Unit as their primary residence. The Board shall continuously monitor and enforce compliance with this requirement.

16.03 Occupancy by Persons Under Age Fifty-Five.

a) A Dwelling Unit may also be occupied by:

1. A spouse or domestic partner of a Qualifying Occupant provided that spouse or domestic partner must be a minimum age of forty (40)
  2. Any other person residing with a Qualifying Occupant, provided such occupancy is consistent with the intent of the community to provide housing for persons 55 years of age or older and all other occupants must be at a minimum age of forty (40)
  3. A live-in caregiver or health aide who provides primary physical or medical care to a Qualifying Occupant; or
- b) The Board may adopt additional reasonable rules to ensure compliance with federal law and the intent of these Bylaws, provided that no rule or policy shall cause the community to fall below the one hundred percent (100%) threshold.

#### 16.04 Verification of Occupancy and Record keeping.

- a) The Board of Directors shall verify compliance with the 55+ occupancy requirement at least once every two (2) years using surveys, affidavits, or reliable documentation such as driver's licenses, birth certificates, or other official records establishing age.
- b) The results of each verification and supporting documentation shall be retained for at least two (2) years and made available for lawful inspection by HUD or other authorities.
- c) Each Owner must cooperate fully in providing age and occupancy information as requested by the Association.

#### 16.05 Leasing and Tenant Compliance.

- a) Any lease or rental agreement shall be in writing and shall require that at least one occupant meet the 55+ age requirement, and all other occupants must be a minimum of forty (40) years of age as referenced in Section 13.
- b) Tenants shall comply with all age-verification procedures adopted by the Association, and any violation by a tenant shall constitute a violation by the Owner.

#### 16.06 Age Verification for Prospective Buyers

Bradford Village Homeowners Association conditions for selling or transferring Property: Sellers shall provide Association with the names of intended purchaser(s) with valid proof of age prior to closing, allowing the Association a reasonable time to validate claims. If for any reason the Association denies the right to purchase due to age restrictions, notice will be given in a timely manner. In addition, the Transferee shall acknowledge to the Board of Directors the receipt and review of these Covenants by each individual purchaser or proposed Occupant.

**ARTICLE 17**  
**General Provisions**

17.01 Amendments.

(a) By the Association. This Declaration may be amended, restated, changed, altered, added to, derogated or deleted at any time and from time to time by the Association with the approval of more than fifty percent (50%) of the votes cast by the Members at a duly called meeting at which a quorum is present. Nothing herein shall be construed to prohibit action under this Section by written or electronic ballot.

(b) By the Board of Directors. In addition, any provision of this Declaration which contradicts the requirements of the Federal Housing Administration (“FHA”) or the Veterans Administration (“VA”) or the Federal National Mortgage Corporation (“FNMC”) or any other insurer or purchaser of a mortgage secured by the Residences, as the same may be amended from time to time, shall be automatically deemed amended and modified so as to comply with the requirements of “housing for older persons” pursuant to the Housing for Older Persons Act of 1995 (“HOPA”), or with such requirements if one or more Owners obtains FHA, VA, or FNMC financing and the Declarant or the Board of Directors consents in writing. Without limiting the foregoing, if required to effect any amendments made pursuant to the previous sentence, the Board of Directors shall, at any time and from time to time, as they see fit, have the right to cause this Declaration to be amended.

17.02 Rules and Regulations. The Board of Directors shall be authorized to promulgate, amend, and enforce Rules and Regulations governing the conduct on and use of the Property, including Common Area, roads and rights-of-way, and Residences, and establish penalties for the infraction thereof. The Rules and Regulations specifically may include limitations on the number of guests of Owners and Occupants who may use the Common Area at any one time. Enforcement of Rules and Regulations shall specifically include the right of the Board of Directors to impose and collect monetary fines, which shall constitute specific assessments.

17.03 Recording. Any action taken pursuant to Article 17 hereof shall be evidenced by an appropriate written instrument issued by Association and shall become and be effective as of such date on which such instrument shall be filed for record in the office of the Register of Deeds for Orangeburg County, South Carolina.

17.4 Indemnification. The Association and Owners shall indemnify every director and every officer of the Association, their heirs, executors, and administrators against all losses, costs and expenses reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of his being or having been a director or officer of the Association, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive to all other rights to which such director or officer may be entitled.

17.5 Severability. 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.

17.06 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 Association 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.

17.07 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.

17.08 Whenever the word "Association" 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.

17.09. Perpetuities If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth, Queen of England.

17.10 Instrument under Seal. This Declaration is to be construed as a sealed instrument subject to the twenty-year statute of limitations provided in S.C. Code Ann. § 15-3-520. Any and all amendments hereto shall also be executed under seal.

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*[Signature Page to Follow]*

IN WITNESS WHEREOF, the Bradford Village Homeowners Association, Inc., with requisite approval of the shareholders holding at least two-thirds (2/3) of the vote, has executed this instrument the day and year first above written as the date hereof.

SIGNED, SEALED, AND DELIVERED:

WITNESSES:

BRADFORD VILLAGE HOMEOWNERS ASSOCIATION, INC.

Jessie A Collins  
Witness

R. C. McQuillan  
Robert C McQuillan, President

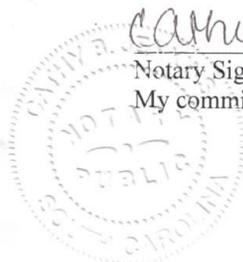
Cynthia E Dunstan  
Witness

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF Orangeburg )

ACKNOWLEDGEMENT

On this 11<sup>th</sup> day of December, 2025, before me personally appeared Robert C. McQuillan as President for Bradford Village Homeowners Association, Inc., who provided satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that she executed the foregoing instrument in her authorized capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal this 11<sup>th</sup> day of December, 2025.



Cathy B. Jenkin  
Notary Signature  
My commission expires: January 13, 2032

## **Exhibit A page 1**

All those certain pieces, parcels or lots of land, situated in the County of Orangeburg, State of South Carolina, being more particularly shown as Lots 1 thru 60 Phase I of Bradford Village, Property of Dolph D. Overton III on that certain plat prepared by J.I. Serrine Company Engineers dated January 12, 1984; said plat having been recorded July 15, 1984 in the Office of the Register of Deeds for Orangeburg County in Plat Book 57 at Page 45 and incorporated herein by referenced pursuant to Section 30-5-250 of the Code of Laws for South Carolina (1976, as amended).

Also,

All those certain pieces, parcels or lots of land, situated in the County of Orangeburg, State of South Carolina, being more particularly shown as Lots 61 thru 138 Phase II of Bradford Village Property of Dolph D. Overton III, on that certain plat prepared by CRS Serrine Engineers dated May 9, 1986; said plat having been recorded May 12, 1986 in the Office of the Register of Deeds for Orangeburg County in Plat Book 62 at Page 109 and incorporated herein by referenced pursuant to Section 30-5-250 of the Code of Laws for South Carolina (1976, as amended).

Also,

All those certain pieces, parcel or lots of land, situated in the County of Orangeburg, State of South Carolina, being more particularly shown as Plat of 3 Tracts on that certain plat prepared by William H. Dennis dated February 17, 1992; said plat having been recorded March 25, 1992 in the Office of the Register of Deeds for Orangeburg County in Plat Book 69L at Page 270 and incorporated herein by referenced pursuant to Section 30-5-250 of the Code of Laws for South Carolina (1976, as amended).

Also,

All that certain piece, parcel or lot of land, situated in the County of Orangeburg, State of South Carolina, containing 2.550 acres, more or less, and being more particularly shown as 2.550 acre tract Property of Dolph D. Overton, III on that certain plat prepared by Serrine Environmental Consultants dated September 19, 1988; said plat having been recorded September 29, 1988 in the Office of the Register of Deeds for Orangeburg County in Plat Book 68L at Page 61 and incorporated herein by referenced pursuant to Section 30-5-250 of the Code of Laws for South Carolina (1976, as amended).

Also,

Exhibit A page 2

All that certain piece, parcel or lot of land, situated in the County of Orangeburg, State of South Carolina, containing 3.325 acres and being more particularly shown as A Plat of 3.325 acres, a portion of Bradford Village Phase 2 on that certain plat prepared by Richardson Land Surveying dated February 3, 2006 said plat having been recorded February 28, 2006 in the Office of the Register of Deeds for Orangeburg County in Plat Book 00005 at Page 00010 and incorporated herein by referenced pursuant to Section 30-5-250 of the Code of Laws for South Carolina (1976, as amended).

**Exhibit B**  
**Articles of Incorporation and Admendments**

attached as a separate file

**Exhibit C**  
**AMENDED AND RESTATED BYLAWS OF**  
**BRADFORD VILLAGE HOMEOWNERS ASSOCIATION, INC.**  
**a South Carolina Nonprofit Mutual Benefit Corporation**

**NOTICE OF AGE-RESTRICTED HOUSING (55+ COMMUNITY)**

**This Community is intended and operated as “housing for older persons” pursuant to the Housing for Older Persons Act of 1995 (HOPA) and the Federal Fair Housing Act, 42 U.S.C. § 3607(b).**

**At least one (1) occupant of each dwelling unit must be fifty-five (55) years of age or older at all times and all other occupants must be a minimum of forty (40) years of age. The Association maintains age-verification procedures and records to demonstrate compliance with HOPA.**

**STATE OF SOUTH CAROLINA**

**COUNTY OF ORANGEBURG**

**AMENDED AND RESTATED BYLAWS OF**  
**BRADFORD VILLAGE HOMEOWNERS ASSOCIATION, INC.**

These Amended and Restated Bylaws for Bradford Village Homeowners Association, Inc. (the “Declaration”) are made this 9<sup>th</sup> day of December, 2025, by Bradford Village Homeowners Association, Inc. (the “Association”), formerly known as Santee Investors Society (Saints) Property Owners Association.

**WITNESSETH:**

**WHEREAS**, the original Bylaws of Santee Investors Society Village were adopted by Santee Investors Society (SAINTS) on November 8, 19832005- Reformatted & Reprinted, 2009-Amended - (Para 6d), 2005 Reformatted & Reprinted (as Reformed & Reprinted, and amended, and supplemented, the “Original Bylaws”); and

**WHEREAS**, pursuant to Article 8.c) of the Original Bylaws, in order for an amendment of the bylaws to become effective, it must be approved by affirmative vote of the Board of Directors and by an affirmative vote of two-thirds (2/3) of the members of the Association; and

**WHEREAS**, in accordance with Article 8.c) of the Original Bylaws, a majority of the directors and two-thirds (2/3) of the members of Bradford Village Homeowners Association, Inc. have voted to amend and restate the Bylaws of Bradford Village Homeowners Association, Inc.

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**NOW THEREFORE**, KNOW ALL MEN BY THESE PRESENTS that the amendment requirements of the Original Bylaws having been met, it is hereby declared that the original Bylaws are amended and restated as follows:

### ARTICLE 1

#### NAME, PRINCIPAL OFFICE, DEFINITIONS, AND DECLARATION

Section 1.1 Name. The name of the corporation is **Bradford Village Homeowners Association, Inc.** (the “Association”). No person, committee or group of Members, other than those elected by the membership, or appointed by the Board of Directors, shall use in their name the name “Bradford Village Homeowners Association” or any variant thereof, or any other names, words or phrases that would tend to give the general public or the membership the impression that the Member, committee or group of Members is speaking for or on behalf of the Association.

Section 1.2 Principal Office. The Association shall designate and maintain a principal office in accordance with the requirements of the South Carolina Nonprofit Corporation Act §§ 33-31-101, *et seq.*, but meetings of Members and directors may be held at such places as may be designated by the Board of Directors from time to time or as otherwise provided in these Bylaws.

Section 1.3 Definitions. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Bradford Village Homeowners Association, Inc. (as amended, modified, and/or supplemented, the “Declaration”), unless the context indicates otherwise.

Section 1.4 Declaration. The Declaration is hereby incorporated herein by this reference and made part hereof.

### ARTICLE 2

#### PURPOSES AND POWERS

Section 2.1 Purposes. The Association operates as “housing for older persons” within the meaning of the Fair Housing Act, 42 U.S.C. § 3607(b)(2)(C), and applicable HUD regulations, and shall maintain compliance with all requirements necessary to preserve that status.

The Association shall have the purpose of engaging in any lawful activity; however, without limiting the generality of the foregoing, some of the primary functions and purposes of the Association include: (1) to perform those rights, powers, obligations, purposes, and functions of the Association set forth in the Declaration; and (2) to generally promote the health, safety, and welfare of the Owners and residents of the Community.

Section 2.2 Powers. The Association shall have the power to do all things necessary or convenient to carry out its affairs and to further the activities and affairs of the Association, including, without limitation:

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- a) All powers, rights, and privileges which a corporation incorporated under the South Carolina Nonprofit Corporation Act may now or hereafter have or exercise; and
- b) All powers, rights, and privileges provided to the Association in the Declaration, the Articles of Incorporation, or these Bylaws.

### **ARTICLE 3**

#### **MEMBERSHIP**

Section 3.1 Membership. Membership in the Association shall be as set forth in the Declaration, and the provisions of the Declaration pertaining to membership, including the votes associated with membership, are specifically incorporated herein by this reference.

### **ARTICLE 4**

#### **MEETINGS OF MEMBERS & NOTICE OF MEETINGS OF MEMBERS**

Section 4.1 Annual Meeting. A meeting of Members shall be held annually on the second Tuesday in October, or at another time, date, and place established by the Board of Directors, but no annual meeting of the Members shall be scheduled on a legal holiday. At each annual meeting:

- a) The President and Treasurer shall report on the activities and financial condition of the Association.
- b) Subject to the provisions of the South Carolina Nonprofit Corporation Act requiring prior notice before certain matters may be brought before the Members at the annual meeting, the Members may consider and act on any matters or business that may properly come before the annual meeting.

Notice of Annual Meeting shall be given in accordance with Section 4.3 hereof

#### **Section 4.2 Special Meetings.**

- a) Special meetings of the Association's Members may be called by the President or by the Board of Directors. If called by the President, the special meeting of the Members shall be held at a time, date, and place established by the President. If called by the Board of Directors, the special meeting of the Members shall be held at a time, date, and place established by the Board of Directors
- b) Additionally, the Association shall hold a special meeting of the Members if the holders of at least five percent (5%) of the total eligible votes of the Association sign, date, and deliver to any officer of the Association a written demand for a special meeting describing the purpose or purposes for which it is to be held. If a proper demand is

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made, the Board of Directors shall have the right to set the time, date, and place of the special meeting, and the Association shall cause notice of the special meeting to be given within thirty (30) days of the date that the written demand was delivered to an officer of the Association. If the Board of Directors does not cause notice of the special meeting to be given within thirty (30) days after the demand is delivered to an officer of the Association, a person signing the demand may thereafter set the time, date, and place of the meeting and give notice thereof in accordance with Section 4.3 hereof.

c) Notice of special meetings of Members shall be given in accordance with Section 4.3 hereof. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.

### Section 4.3 Notice of Meetings of Members; Waiver of Notice.

a) Notice of Meetings of Members – In General. Written notice specifying the time, date, and place of a meeting of Members and specifying the purpose or purposes for which such meeting was called, shall be given to all Members of record by: (1) depositing the same in the United States Mail, with first class postage affixed/prepaid, at least fifteen (15) days, but not more than sixty (60) days before the meeting date, addressed the Member's address last appearing on the books of the Association; (2) by hand delivery to the Member or to the Member's address last appearing on the books of the Association at least ten (10) days, but not more than sixty (60) days before the meeting date. The person receiving the notice shall sign for the delivery. (See Section 5.2).

b) Annual Meeting of Members. Includes a description of any matter that must be approved or acted upon by members.

c) Special Meeting of Members. The notice of a special meeting of Members must state the purpose or purposes of the meeting. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.

d) Cancellation of Meeting (Annual or Special) requires a notice to members using the members' communication systems or such other manner as may be appropriate and within a reasonable time.

e) Waiver of Notice. A Member may waive notice of a meeting before or after such meeting. The waiver must be in writing, be signed by the Member, and be delivered to the Association for inclusion in the minutes of the meeting. Further, a Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

Section 4.4 Adjournment of Meeting of Members; Notice of Adjourned Meetings. Any meeting of Members, whether or not a quorum is present, may be adjourned to a different date, time, and/or place.

Section 4.5 Members' List for Voting. After the record date for notice of a meeting is fixed, the Board of Directors shall prepare an alphabetical list of the names of all Members,

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which shall be updated and kept current through the time of the membership meeting and must show the address. The list of Members will be made available for inspection.

Section 4.6 Quorum for Membership Meetings. Members representing twenty-five percent (25%) of the total eligible votes in the Association entitled to be cast at the meeting shall constitute a quorum for the transaction of business.

Section 4.7 Conduct of Meetings. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

Section 4.8 Failure to Hold Meetings. The failure to hold an annual meeting at a time stated in or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

Section 4.9 Participation in Meetings by Means of Remote Communication. The Board of Directors, in its sole discretion, may permit any Member(s), proxy(ies), or any other person(s) entitled to participate in a meeting of the Members to participate in any meeting of the Members by means of remote communication, or may hold all or any part of a meeting of the Members solely by means of remote communication. The Board of Directors is authorized to adopt policies, procedures, and/or guidelines regarding participation in and/or the conducting of a meeting of the Members by means of remote communication, but at a minimum, shall ensure that reasonable measures have been implemented to: (1) verify the identity each Member or proxy participating by means of remote communication; and (2) provide Members and proxies, if any, a reasonable opportunity to participate in the meeting and to vote on matters submitted to a vote at the meeting, including an opportunity to communicate substantially concurrently with the proceedings, and to hear and/or read the proceedings substantially concurrently with the proceedings. Means of remote communication include, without limitation, teleconferencing and video conferencing. Any communication shall be deemed to be present in person at the meeting. When a meeting of the Association is held solely by means of remote communication, the means of remote communication shall be deemed to be and shall constitute the place of the meeting.

## ARTICLE 5

### 'MEMBER VOTING'

Section 5.1 Voting Requirements. If a quorum is present, voting is required to constitute approval by or an act of the Members:

- a) Qualifications: Membership entitles Property Owners to one (1) vote per property owned in which membership has been paid except as otherwise provided in Article 15.
- b) When a Property is owned by more than one (1) person or by a corporation or other entity, the vote shall be cast by the one person named on a Certificate signed by all owners of the Residential Property (the "Designated Voter") and filed with the B VA Secretary. Such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such Property Owners shall not be considered in determining the requirements for a quorum, nor for any other purpose.

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- c) Voting shall be used to elect the Board of Directors, additions and/or changes By-Laws and Covenant or any other lawful purpose
- d) Voting may occur at the meeting or returning a completed directed proxy to the Office via US Mail or hand delivered.
- e) An association member may assign their voting privileges to another individual by completing and signing a transfer of voting privileges. The assigned individual must then sign a Voting Certificate in order to be eligible to vote.

Section 5.2 Proxies. At all meetings of Members, Members may vote in person or by directed proxy. All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact. An appointment of a proxy is effective when received by the Secretary (or other officer or agent authorized to tabulate votes). An appointment is valid only for a single election. Operating Procedures shall be written to define the actual voting process to assure compliance to the Declaration, the Articles of Incorporation, or these Bylaws.

An appointment of a proxy is revocable by the Member. An appointment of a proxy is revoked by the person appointing the proxy: (i) attending any meeting and voting in person, or (ii) signing and delivering to the Secretary (or other officer or agent authorized to tabulate votes) either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form.

Section 5.3 The death or incapacity of the Member appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary (or other officer or agent authorized to tabulate votes) before the proxy exercises authority under the appointment.

Section 5.4 Process for directors and/or changes, deletion or additions to the bylaws and covenants: Proxy Ballot will be mailed or presented in person to all eligible voters. Mailed proxies will be sent via 1<sup>st</sup> class mail and will include a per-addressed return envelope. Receipt of personally presented directed proxies to the last recorded address will be signed by the receiving party indicating the date on which such notice was received. If mailed, such notice shall be deemed to be properly given when deposited in the US Mail addressed to the Qualified Voter at the postal address in the records of the BVA as of the date of mailing such notice. Proof of such mailing shall be given by the Affidavit of the person giving the notice.

Section 5.5 Operating Procedures for voting shall be written to define the actual voting process to assure compliance to the Declaration, the Articles of Incorporation, or these Bylaws and shall be maintained at the office.

## ARTICLE 6

### METHODS OF NOTICE

Section 6.1 Methods of Notice. Notice of meetings of Members shall be given in the manner specifically provided in Article 4.

- a) Notice may be communicated in person; by telephone, or other forms of wire or wireless communication, including email; or by mail or private carrier.

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- b) Notice may be oral or written; however, oral notice is permissible only if reasonable under the circumstances and only if written notice is not otherwise required.
- c) Unless the Declaration provides otherwise, any notice required to be given by the Association under the Declaration may be given in any manner permitted by this Section.

Section 6.2 Effective Date of Notice. Any notice required or permitted to be given by these Bylaws shall be effective as follows:

- a) Oral notice, if permissible, is effective when communicated in a comprehensible manner.
- b) Written notice, if in a comprehensible form, is effective at the earliest of the following:
  - i. when received (an email shall be deemed to be received/delivered on the date that it is sent, if correctly addressed and if the sender does not receive an automated response indicating that the email was undeliverable);
  - ii. Personally delivered to the correct address to any member of the household and signed for in a register of voters.

Unless the Declaration provides otherwise, any notice required to be given by the Association under the Declaration shall be effective as provided in this Section.

Section 6.3 Address for Notice. It shall be the responsibility of each Member to designate an address for purposes of notice, which designation shall be in writing and filed with the Secretary. If no such written designation is provided to the Secretary, the address of the Member's Residence shall be deemed to be the Member's address for notice. Written notice is correctly addressed to a Member if addressed to the Member's address last appearing on the books of the Association.

## ARTICLE 7

### **BOARD OF DIRECTORS**

Section 7.1 Number and Qualifications. The Board of Directors shall have the ultimate authority over the conduct and management of the business and affairs of the Association. The Board of Directors shall be composed of not fewer than five (5) directors. All directors must be Members in good standing with the Association and full-time residents of Bradford Village in order to seek election to or continue to hold a position on the Board of Directors.

- a) Director nominees shall be a resident for at least one year.
- b) Director nominees shall be a full-time resident.
- c) Director nominees must be current with all financial obligations to Bradford Village as of the date of nomination.

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- d) Director nominees cannot be involved in any legal action or litigation against Bradford Village as of the date of election.
  
- e) Director Nominee shall submit a short resume.

Section 7.2 Nominations. The Board of Directors may appoint a nominating committee to nominate candidates for election to the Board of Directors. The nominating committee shall consist of a chairman, who shall be a director, and at least two (2) Members of the Association. The nominating committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed. The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine.

Nominations for election to the Board of Directors may also be made from the floor at any meeting or self-nomination at which an election is to be held. Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes. Notification to members shall be announced in the local BVA newsletter with resume.

### Section 7.3 Election and Term of Office.

a) Annual Elections. In the election of Directors, the Qualified Voter for each Property will be entitled to a total vote equal to the number of Directors to be elected. However, not more than one (1) vote per Property may be cast for any one person nominated as a Director, it being the intent hereof that voting for Directors shall be noncumulative. The person(s) receiving the largest number of votes shall be elected.

b) Members of the Board of Directors shall be elected by a plurality of the vote cast at the Annual Meeting of the members of BVA, whether in person or by proxy. In the event of a tie, a runoff vote will be conducted among the qualified voters present at the meeting.

c) Directors will be elected to serve a two-year term and some for one-year term until their successor is elected, or until their earlier resignation, or removal from office, or death. It is intended that the terms of the Directors shall be staggered, with approximately half of the Directors being elected each year. The Nomination Committee may determine the number of Directors to be elected for two-year terms and those elected for one year term to balance the turnover rate from year to year.

d) Directors may be elected to serve any number of consecutive terms. Despite the expiration of a director's term, the director continues to serve until the director's successor is elected.

Section 7.4 Removal or Resignation. Directors may be removed from the Board of Directors, with or without cause, by the affirmative vote of fifty percent (50%) of the votes cast at a special meeting of the Members called for the purpose of removing the director, provided that the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. At such a meeting, the Members may elect a successor for any Director so removed

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to fill the vacancy for the remainder of the term of such director by the affirmative vote of fifty percent (50%) of the votes cast. If the Members do not elect a successor at the meeting in which the director is removed, the vacancy may thereafter be filled by the Board of Directors pursuant to Section 7.5, except that the Board of Directors may not fill the vacancy with any person that was removed as a director by the Members at such meeting of the Members.

Any director who is not in good standing with the Association, or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so), may be immediately removed from the Board of Directors by the remaining Directors and replaced in accordance with these Bylaws.

A Director may resign at any time by delivering written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice, unless the notice specifies a later effective date.

Section 7.5 Vacancies. Except as otherwise provided in Section 7.4, vacancies on the Board of Directors may be filled by the affirmative vote of a majority of all of the remaining director(s), even if the remaining director(s) constitute fewer than a quorum, so long as there is at least one remaining director. Each person selected shall serve for the unexpired portion of the term of the vacant director position being filled. Vacancies should be filled within thirty (30) days.

a) The Board of Directors shall appoint a new director based on the vote outcome in the most recent election. The highest vote count received by a non-elected Director shall have the option of a board seat until all of the candidates receiving votes have been asked. Candidates receiving zero votes are excluded from this provision.

b) A vacancy on the Board of Directors shall not affect the validity of any decision made or action taken by the Board of Directors, so long as there are at least three (3) directors on the Board at the time of the decision or action. However, nothing herein shall be construed as precluding the remaining directors from filling a vacancy on the Board, even if there are less than three (3) remaining directors.

## Section 7.6 Meetings of Directors.

- a) Organizational Meeting. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as the Board shall fix.
- b) Regular meetings. Regular meetings of the Board of Directors shall be held monthly or more frequently, and at dates, times and places determined by a majority of the Board of Directors. Without the approval of all of the directors, no meeting shall fall on a legal holiday. Notice to the members shall at least be two days.
- c) Special meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) directors, after not less than two (2) days' notice is given to each director in any manner permitted by Section

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5.1, unless waived in writing signed by the director or by attendance of the meeting without objection or participation.

- d) Executive session. The Board may hold executive sessions in a regular or special meeting from which others are excluded, by affirmative vote of two-thirds of the directors present at a meeting. A motion to go into executive session shall indicate the nature of the business of the executive session, and no other matter shall be considered in the executive session. No formal or binding action may be taken in executive session, and no minutes shall be taken. An executive session may be held only to:
- i. Consult with the Association's lawyers concerning legal matters.
  - ii. Discuss existing or potential litigation or mediation, arbitration or administrative proceedings.
  - iii. Discuss labor or personnel matters.
  - iv. Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or
  - v. Prevent public knowledge of the matter to be discussed if the Board determines that public knowledge would violate the privacy of any person.

Section 7.7 Participation by Telecommunications. Any director may participate in, and be regarded as present at, any meeting of the Board of Directors by means of conference telephone or any other means of communication by which all parties participating in the meeting can hear each other at the same time.

Section 7.8 Quorum. A majority of the directors in office immediately before the meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 7.9 Action. Every act or decision authorized by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors. Directors shall not vote by proxy.

Section 7.10 Action without Meetings. The Board of Directors may take action without a meeting by written consent if the action is taken by all members of the board. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes filed. Action taken under this section is effective when the last director signs the consent unless the consent specifies a different effective date.

Section 7.11 Compensation. Directors shall not receive compensation for service on the Board of Directors.

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Section 7.12 Obligation of Confidentiality. Each director shall have a continuing obligation to keep confidential any private or privileged information made available to the director pursuant to his or her role on the Board.

Section 7.13 Powers and Duties of Board.

- a) General Authority. The Board shall be responsible for conducting the affairs of the Association and shall be authorized to exercise all rights and powers of the Association and to do all acts and things on behalf of the Association except those as to which the Declaration, the South Carolina Nonprofit Corporation Act or the Articles of Incorporation specifically require to be done or approved by the Members generally. The Board shall have all powers necessary for the administration of the Association, including but not limited to, the following specifically enumerated powers:
- i. Appoint committees by resolution and to delegate the powers and duties appurtenant thereto.
  - ii. Adopt, amend, and publish Rules and Regulations governing the Property and establish enforcement procedures and penalties for the infraction thereof, including monetary fines which shall constitute specific assessments;
  - iii. Suspend the voting rights of a Member during any period in which the Member shall be in default in the payment of any assessment, charge, fine or other cost levied by the Association or for any other violation of the Governing Documents.
  - iv. Suspend the right to use the recreational facilities or amenities on the Common Areas and the services provided by the Association, as authorized by the Declaration.
  - v. Declare the office of a director to be vacant in the event of the death, disability, resignation, disqualification, or removal of a director.
  - vi. Hire employees of the Association and prescribe their duties.
  - vii. Levy and collect assessments, fines (specific assessments), and other charges, including Costs of Collection, from the Owners in accordance with the Declaration.
  - viii. Acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Residential Properties, in Bradford Village as may be necessary or convenient in the operation and management of Bradford Village Association, and in accomplishing the purposes set forth in the Declaration, provided that the acquisition of real property, real and personal shall require the approval of the membership by greater than 50% vote of all votes cast for a transactions greater than \$25,000.00.
  - ix. The Association shall have the power to manage, operate, maintain, lease, and collect rents from any Residence acquired by the Association through lien foreclosure or deed in lieu thereof, including any Residence subject to an

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existing residential lease. The Association may apply any rental income received to unpaid Assessments, maintenance and management costs, insurance, utilities, and any expenses incurred in connection with the preservation, repair, or resale of the Residence. It is not the intent of Bradford Village Homeowners Association to own residential properties, however from time-to-time properties may be acquired.

Duties. The Board shall be responsible for all duties prescribed by the Declaration, the South Carolina Nonprofit Corporation Act, or other South Carolina or Federal law as well as the following, without limitation:

- i. Prepare and adopt, in accordance with the Declaration, an annual budget.
- ii. Provide for the operation, care, upkeep and maintenance of the Common Areas.
- iii. Enforce the provisions of the Governing Documents, subject to the discretion of the Board provided in Section 6.14; and
- iv. Obtain and carry property and liability insurance as provided in the Declaration, and pay the cost thereof and adjust claims, as appropriate.

Section 7.14 Discretion. The Board of Directors may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commence an action for violation of the Governing Documents, including whether to compromise any claim for unpaid assessments or other claims made by or against it. The Board shall not have a duty to take enforcement action if it determines, in good faith, that under the facts and circumstances presented:

- a) The Association's legal position does not justify taking any or further enforcement action;
- b) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expanding the Association's resources; or
- c) It is not in the Association's best interest to pursue an enforcement action.

The Board's decision not to pursue enforcement under one set of circumstances shall not prevent the Board from taking enforcement under another set of circumstances, but the Board shall not be arbitrary or capricious in taking enforcement action.

## **ARTICLE 8**

### **OFFICERS**

Section 8.1 Designation. The principal officers of the Association shall be the President, Vice President, Secretary, Assistance Secretary and Treasurer. Any two or more offices may be held by the same person, except the offices of President and Secretary.

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Section 8.2 Appointment and Term. The Board shall appoint the Association's officers at the first Board meeting following each annual meeting of the Members, to serve until their successors are appointed.

Section 8.3 Removal or Resignation of Officers. Any officer may be removed from office, with or without cause, by a majority vote of the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary.

Section 8.4 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 8.5 Powers and Duties of Officers. The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose upon them.

- a) The President shall be the chief executive officer of BVA. The President shall have all of the powers and duties which are usually vested in the office of the president of any association.
- b) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice-President shall also generally assist the President and perform such other duties as shall be prescribed by the Directors.
- c) The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. The Secretary shall keep the records of BVA, 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.
- d) The secretary is the official custodian of corporate records and is authorized to certify the authenticity of board records.
- e) The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.
- f) The Treasurer shall have custody of all the property of BVA, including funds, securities and evidence of indebtedness. The Treasurer shall keep, or supervise the keeping of, the assessment rolls and accounts of the members. The Treasurer shall keep, or supervise the keeping of the books of BVA in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.

The treasurer shall at least every five (5) years determine the overall value of Bradford Village less personal residences. The treasurer shall report this value to the members.

Section 8.6 Special Appointments. The Board of Directors may appoint such other officers, agents, or entities to perform duties on behalf of the Association. The Board of Directors shall determine, in its sole discretion, the authority and duties of such appointees and shall have the authority to remove them in its sole and absolute discretion.

Section 8.7 Compensation of Officers. No officer shall receive any compensation from the Association for his or her service as an officer.

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### ARTICLE 9

#### ADMINISTRATION

Section 9.1 Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as the Board may designate by resolution.

Section 9.2 Bonds. At the discretion of the Board of Directors, fidelity bonds may be required on all directors, officers and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Board, but if it is determined that bonds are to be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided by the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

Section 9.3 Management Agent. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making or decision-making authority or ultimate responsibility for those duties set forth in Section 6.13 ( b) Such a contract to outsource management of Bradford Village Association must first be approved by an affirmative vote of greater than fifty percent (50%) of the qualified votes cast at a Special Meeting called by the Board of Directors for such purpose.

Section 9.4 Rules, Regulations & Procedures. The Board of Directors may supplement the Declaration (Covenants) and Bylaws with additional rules, regulations and procedures that are intended to provide guidance and clarification to these documents.

### ARTICLE 10

#### ACCOUNTING AND FINANCIAL MATTERS

Section 10.1 Fiscal Year. The fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

Section 10.2 Deposits. All funds of the Association shall be treated as the separate property of the Association and shall be deposited in a bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors. Withdrawal of funds shall only be by checks signed by such persons as are authorized by the Board of Directors except that one of the signatures shall be a director.

Section 10.3 Reserve. In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall advise the members of transaction greater than \$5,000 on the next financial statement created for members interest.

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A primary reserve account for the association shall be six (6) month normal assessments for residences. This reserve shall be reported monthly to the members.

Section 10.4 Borrowing Funds. The Association shall have the power to borrow money for any legal purpose, provided that Members representing at least fifty percent (50%) of the qualified votes cast upon such matter.

Section 10.5 Assessment Rolls shall be maintained in a set of accounting books in which there shall be an account for each Residential Property. Such an account shall designate the name and address of the Property 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.

Section 10.6 Financial Statements 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.

Section 10.7 Budget: The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions, including, but not limited to, the following:

- a) 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, streets and walkways, office expenses, clubhouse supplies, utility services, casualty insurance, liability insurance, administration and reserves (operating and Capital Improvement Replacement), 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 Property Owners; and residents
- b) Proposed assessments against each member and Residential Property.
- c) 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 to each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect 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.

## Exhibit C

d) If the budget or an amended budget appears insufficient to pay costs and expenses of operation and management; or in the event of emergencies where the board intends to levy and additional assessments; the board shall convene a special members meeting within ten (10) days of the known shortage to explain the rationale for the change to the membership

1) Membership must be notified at least 60 days prior to an increase in monthly assessment

2) Capital purchases or aggregated purchases (of any kind) greater than ten thousand dollars (\$10,000) shall require notice to members.

3) Membership must receive at least 10 days' notice prior to monthly members' meeting or a special meeting where these expenses will be discussed, irrespective of previously approved budgets. This requirement does not intend to interfere with emergencies, existing contracts, or the normal administration of the village.

e) In addition to other reporting requirements, monthly financial statements prepared for the property owners shall include in the summary section of the statement:

1. A list of all major projects over \$5,000 by title showing the amount reserved and the amount spent year to date. This excludes ongoing expenses that show in the expense column of the monthly statement (example: lawn care)

2. A statement by the treasurer that forecast expenses and revenues approved by the Board of Directors are adequate for the ongoing operations.

3. Monthly financial statements shall be signed and dated by the treasurer.

## ARTICLE 11

### COMMITTEES

**Section 11.1 Committees.** The Board of Directors may, in its discretion, appoint **two** types of committees consisting of Members in good standing with the Association to assist the Board in performing its duties, including the promulgation, modification, and amendment of Rules and Regulations: (a) "Standing Committees" and (b) "Ad Hoc Committees." Committee Chairpersons shall be appointed by the Board of Directors.

(a) Standing Committees assist in the ongoing tasks of the Board of Directors, such as maintenance, safety, beauty, architectural approval, covenant compliance and the social aspects of the community.

All members of the safety, architectural approval and covenants compliance shall be appointed by the Board of Directors.

(b) Ad Hoc Committees are designated and appointed by the Board of Directors for a specific purpose. The Board shall issue guidelines to the committee describing the scope,

## Exhibit C

expectations and anticipated completion date. Ad Hoc Committees are disbanded when the purpose has been achieved.

All members of an Ad Hoc committee shall be appointed by the Board of Directors.

The Board of Directors may appoint a nominating committee to recommend members of committees. Members shall serve at the pleasure of the Board of Directors. Members of committees shall be approved and recorded in the minutes of the Board.

## ARTICLE 12

### BOOKS AND RECORDS

Section 12.1 Corporate Records. When consistent with good business practices, any records of the Association required by the South Carolina Nonprofit Corporation Act may be in any format so long as the records can be reproduced in written form in a reasonable time.

Section 12.2 Inspection Rights. The Members shall have only such rights to inspect records of the Association to the extent, and according to the procedures and limitations prescribed by the South Carolina Nonprofit Corporation Act. The Association may charge reasonable fees for the time and cost incurred in providing the records for inspection or copies of the books and records. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association.

## ARTICLE 13

### INDEMNIFICATION

Section 13.1 The Association shall indemnify, defend and hold harmless the Association's directors and officers to the fullest extent permitted by, and in accordance with the South Carolina Nonprofit Corporation Act. This plan of indemnification shall constitute a binding agreement of the Association for the benefit of the directors and officers as consideration for their services to the Association. Such right of indemnification shall not be exclusive of any other right which such directors, officers, or representatives may have or hereafter acquire. The Association shall pay for or reimburse the reasonable expenses incurred by the director or officer who is a party to a proceeding in advance of a final disposition of the proceeding if the director or officer complies with the terms of the South Carolina Nonprofit Corporation Act.

## ARTICLE 14

### AGE-RESTRICTED HOUSING COMPLIANCE

Section 14.1 Purpose and Intent. The Association intends and shall operate as "housing for older persons" within the meaning of the Fair Housing Act, 42 U.S.C. § 3607(b) (2) (C), and HUD regulations at 24 C.F.R. Part 100, Subpart E. The Association shall take all actions necessary to maintain compliance with those requirements and to preserve the community's 55+ status.

## Exhibit C

Section 14.2 Minimum Age Occupancy Requirement. One-hundred percent (100%) of the Dwelling Units shall be occupied by at least one person fifty-five (55) years of age or older (“Qualifying Occupant”). Occupancy shall be determined based upon the person or persons who maintain the Unit as their primary residence. The Board shall continuously monitor and enforce compliance with this requirement, and all other occupants must be a minimum of 40 years of age.

### Section 14.3 Occupancy by Persons Under Age Fifty-Five

- a) A live-in caregiver or health aide who provides primary physical or medical care to a Qualifying Occupant
- b) The Board may adopt additional reasonable rules to ensure compliance with federal law and the intent of these Bylaws.

### Section 14.4 Verification of Occupancy and Record Keeping.

- a) The Board of Directors shall verify compliance with the 55+ occupancy requirement at least once every two (2) years using surveys, affidavits, or reliable documentation such as driver’s licenses, birth certificates, or other official records establishing age.
- b) The results of each verification and supporting documentation shall be retained for at least two (2) years and made available for lawful inspection by HUD or other authorities.
- c) Each Owner must cooperate fully in providing age and occupancy information as requested by the Association.

### Section 14.5 Leasing and Tenant Compliance.

- a) Any lease or rental agreement shall be in writing and shall require that all occupants meet the intent of section 14.2.
- b) Tenants shall comply with all age-verification procedures adopted by the Association, and any violation by a tenant shall constitute a violation by the Owner.

**c) Lease/Renters Addendum** shall be executed by owner(s), Lease occupant(s) and Bradford Village Homeowners Association, Inc. (see Exhibit C)

## **ARTICLE 15** **TRANSFER OF PROPERTY OWNERSHIP**

Section 15.1 Members shall have the right to transfer property to their immediate family without membership fee assessment provided that the Member and the immediate family member meet all the conditions contained herein.

Section 15.2 Each Property Owner shall have, and is hereby granted, the right to transfer without valuable consideration the Residential Property owned by them, or an interest therein, to

## Exhibit C

and among the members of their immediate family and to or among a trust or trusts for their own benefit or for the benefit of members of their immediate family, either during their lifetime or by will, free of restriction and without compliance with any of the terms or provisions of this Article 15.

Section 15.3 Definition of family: Children, Grandchildren, Spouse, Siblings and Parents are considered immediate family either naturally or by adoption for the purpose of Article 15. Trust or trusts that include immediate family are included in this provision.

Section 15.4 Bradford Village conditions for selling or transferring Property: Sellers shall provide Association the names of intended purchaser(s) with valid proof of age prior to closing allowing Association a reasonable time to validate claims. If for any reason the Association denies the right to purchase due to age restrictions, notice will be given in a timely manner. In addition, the Transferee shall acknowledge to the Board of Directors the receipt and review of these Covenants by each individual purchaser or proposed Occupant.

Section 15.5 Upon consummation of such a transfer, the Transferee shall become and be a Property Owner for all the purposes hereof and all the terms, restrictions, and conditions of Article 15 shall be and remain in full force and effect with respect to all further transfers of any interest so acquired by such Transferee.

## ARTICLE 16

### MISCELLANEOUS

#### Section 16.1 Amendments.

- a) By the Board of Directors. In addition to the foregoing, the Board of Directors shall, at any time and from time to time, have the right (but not the obligation) to cause the Bylaws to be amended to correct any clerical or scrivener's errors or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time.
- b) Amendments to these By-Laws may be proposed by the Board of Directors acting upon a vote of the majority of the Directors, or by members owning a majority of the Residential Properties.
- c) 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, or other Officer in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors and the membership for a date not less than ten (10) days nor 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.
- d) In order for such an 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

## Exhibit C

and by an affirmative vote of greater than fifty percent (50%) of the qualified votes cast upon such matter. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary, 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.

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

f) At any meeting held to consider any amendment or amendments to the Bylaws, the Voting Procedures noted above shall be used.

### Section 16.2 Policy Issues and Changes.

- a) Where an issue or circumstance is not adequately addressed in the Covenants or Bylaws, the Board of Directors has the authority to make a Policy to address the issue or circumstance. Such policies are to be recorded in the board minutes showing Directors votes by name and a detailed description of the issue being addressed.
- b) The policy shall remain in effect until the next Annual Meeting, at which time proposed Amendments will be voted upon by the membership. If the Policy is created after notice of the Annual Meeting has been sent, the proposed Amendment will be voted on at or prior to the next Annual Meeting. To be adopted as an Amendment, a Policy must be approved by greater than fifty percent (50%) of the qualified votes entitled to cast upon such matter. If the proposed amendment is not passed by the membership, the Policy will become null and void.
- c) The Board of Directors may revise or cancel a policy at any time prior to approval by the membership.

### Section 16.3 Conflicts.

- a) With Articles or Declaration. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.
- b) With the South Carolina Nonprofit Corporation Act. In case of any conflict with the mandatory provisions of the South Carolina Nonprofit Corporation Act, the mandatory provisions of the South Carolina Nonprofit Corporation Act shall control.

Section 16.4 Interpretation. The Board shall interpret the terms of these Bylaws, and its interpretation shall be final.

Section 16.5 Code of Conduct Policy & Conflict of Interest Policy: Are herein incorporated by reference and located in the Procedure Manuel

- a) It shall be the policy of the Association that all Directors, Officers, Employees

Exhibit C

- b) and Committee Chairpersons and members conduct themselves according to a Code of Conduct Policy and a Conflict-of-Interest Policy approved by the Board of Directors.
- c) All Association Directors, Officers, Employees and Committee Chair and members shall sign both statements annually and shall be filed with official documents of the Association

**IN WITNESS WHEREOF**, Bradford Village Homeowners Association, Inc. has, by its duly authorized officer, caused these Bylaws to be executed under seal, and by executing these Bylaws, the duly authorized officer of the Board of Directors acknowledges, affirms and certifies that the provisions set forth in these Bylaws have been duly approved, adopted, and authorized by a majority of the directors of the Association, and by two thirds (2/3) of the Members of the Association, and the amendment requirements of the Original Bylaws have been met this 9th day of December, 2025

Witness 1  
Heather A Collins

Witness 2  
Cynthia E Dugston

~~Witness 2 / Notary~~ **BRADFORD VILLAGE HOMEOWNERS ASSOCIATION, INC., A South Carolina nonprofit corporation**

By: Robert C. McQuillan

Name:  
 Robert C McQuillan

Title: President

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF ORANGEBURG )

**ACKNOWLEDGEMENT**

I Cathy B. Jenkins, a Notary Public for the State of South Carolina, do hereby certify that Robert C. McQuillan, as president of Bradford Village Homeowners Association, Inc., a South Carolina nonprofit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Association.

Given under my hand and official seal this 11<sup>th</sup> day of December, 2025.

Cathy B. Jenkins  
 Notary Public for South Carolina  
 My Commission Expires: January 13, 2026

Exhibit D  
Bradford Village Homeowner's Association Inc.  
a 55 year and older community  
Lease/Rental Addendum

This addendum must be attached to all residential leases/Renters of property located within Bradford Village Homeowner's Association Inc. ("The Association"). By this addendum, the undersigned parties to said Lease Agreement expressly acknowledge that every lease agreement and the parties thereto, shall be subject in all respects to the provisions of the Declaration, Bylaws, Rules and Regulations and other governing documents for Bradford Village Association, and failure by the tenant to comply with the terms thereof shall be a default under the lease agreement.

This addendum is incorporated into and shall become part of the Lease Agreement dated \_\_\_\_\_ between \_\_\_\_\_ (Owner/Landlord) and \_\_\_\_\_ (Renter/Tenant). It is the full intent of the undersigned Owner and Tenant that the Association, by and through its Board of Directors, shall be a third party beneficiary of the lease and shall be entitled to pursue all legal and equitable remedies, including eviction, available to either party under the lease, in the event of any default. No rights of the Association shall be deemed to have been waived or abrogated by reason of any previous failure to enforce same.

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Landlord

\_\_\_\_\_  
Owner/Landlord

\_\_\_\_\_  
Renter/Tenant

\_\_\_\_\_  
Renter/Tenant

NOTE: A copy of the signed lease and this Addendum must be given to the Board of Directors in accordance with the Declaration and the Rules and Regulations. This Addendum must be signed by any subtenant pursuant to an assignment of a Lease Agreement, who shall be deemed a Renter/Tenant for purposes herein.

Owner/Landlord Information:

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Renter/Tenant Information:

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Acknowledgment of Receipt of Documents

I/We certify that I/we have received a copy of the Declaration, By-Laws, and Rules and Regulations, and any amendments thereto (“the Governing Documents”), of the Bradford Village Association. I/We hereby agree to abide by the Governing Documents as part of the Lease Agreement in addition to any city, county or state regulations.

\_\_\_\_\_  
Renter/Tenant

\_\_\_\_\_  
Renter/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

As Owner(s) (Owner/Landlord), I/We are aware and agree that I/we are jointly liable for any Declaration violations or rule infractions by the Renter/Tenant(s) above for the property located at: \_\_\_\_\_ (Property Address)

Owner \_\_\_\_\_

Date \_\_\_\_\_

Owner \_\_\_\_\_

Date \_\_\_\_\_

Acknowledge receipt of twenty-five dollars (\$25.00) for the cost of the Governing Documents

Proof that primary resident is at least fifty-five years old \_\_\_\_\_

Drivers License/other                      Birth Date

List all residents (proof of age) (minimum age = 40 years)

**Copies of proof of age documents must be attached to the document.**

Exhibit E

**Bradford Village Homeowners Associated, Inc**

**List of ADU s and Duplex s by Address**

**ADU:**

**1 Thomas Walter**

**3 Andre Michaux Rd**

**5 Andre Michaux Rd**

**15 Andre Michaux Rd**

**18 Andre Michaux Rd**

**46 Andre Michaux Rd**

**Duplex**

**3 Thomas Walter**

**6 Thomas Walter**

**7 Thomas Walter**

**6 Andre Michaux Rd**

**9 Andre Michaux Rd**

**10 Andre Michaux Rd**

**17 Andre Michaux Rd**

**25 Andre Michaux Rd**

**26 Andre Michaux Rd**

**32 Andre Michaux Rd**

**38 Andre Michaux Rd**

**48 Andre Michaux Rd**

# **Exhibit F**

## **Bradford Village Homeowners Association Inc.**

### **Enforcement Policy and Schedule of Fines**

**Date: January 1, 2026**

The purpose of this policy is to provide homeowners and all other residents with information regarding the procedures for the handling of alleged violations of the Bradford Village Association's governing documents and to provide for an orderly, fair manner in which to enforce these documents. This enforcement policy and schedule of fines will list certain possible violations of the Covenants and By-laws, and provide for the Board of Directors (the Board's) response to such violations. The Board may create forms and documents that help standardize the processes described herein. Alleged violations by guests are the direct responsibility of the property owner or renter whichever is applicable.

1. It is the policy of the Bradford Village Association to receive information concerning alleged violations from Board members, committee members, and residents. Reports of violations must be in writing, signed and dated. On receipt of notice of an alleged violation, the Board and/or its committees will investigate the alleged violation within a reasonable time. If the Board and/or its committee determines that a violation has probably occurred, the Board will take the following actions:

(a) Mail a letter to the owner of the property, setting forth the alleged violation and requesting corrective action be taken within 10 days of the letter. This letter shall be referred to as a "Warning Letter." The letter may be mailed first-class, certified, or both or may be delivered personally by a board or committee member.

(b) If no corrective action has been taken within 10 days of the first Warning Letter, the Board, in its discretion may either send another warning letter or may mail the owner of the property a Notice of Hearing on the issue of whether to impose discipline in connection with the alleged violation.

(c) The hearing will take place at a Board meeting at which at least a quorum of the Board is present. The hearing will commence with a recital of the Board's reasons for determining a violation has occurred. The owner may then provide evidence either in writing or orally. The owner may present witnesses. The Board, having performed its own investigation and presented its own findings, is not required to identify the person or persons who brought the matter to the Board's attention, although the Board may do so if it deems such disclosure in the best interests of the community. Unless specifically permitted by state law, neither the Association nor the owner shall not be entitled to legal counsel during the hearing. Deliberation of the Board after the hearing need not be undertaken in the presence of the owner or in open session. Within 15 days after the hearing, the Board will provide written notice to the owner of its decision. If the Board decides to impose discipline, that discipline shall not take effect until 5 days after the Board notifies the owner of its decision to impose discipline.

(d) If the owner fails to appear, the Board must nevertheless consider evidence presented to it in connection with its investigation, and it must determine whether or

not a violation has occurred. If the violation is found to have occurred, the Board must determine what disciplinary action to impose, if any.

2. The following items are considered to be disciplinary actions that require a hearing before imposition:

- (a) Fines imposed pursuant to the Schedule of Fines included herein;
- (b) Denial of use of Common Facilities for failure to pay any assessment; and

3. The following items are not considered disciplinary actions and therefore do not require a hearing before imposition:

- (a) Warning letters; and
- (b) Institution of legal proceedings; and
- (c) Emergency entry of a lot to remedy a health or safety problem; and
- (d) Initiation of alternative dispute resolution proceedings; and
- (e) Collection of overdue assessments; and
- (f) Towing vehicles improperly parked on the common areas.

4. Violations that are continuous in nature, such as landscaping or architectural violation, may result in the imposition of periodic successive fines as described in the Schedule of Fines without further hearing by the Board. In each case where a periodic fine is assessed, the periodic fine commences the day after the hearing in which it is determined to assess the fine for a continuous violation.

5. Multiple violations of the same restriction require hearings for each alleged violation. A determination by the Board that there have been multiple violations of the same restriction may subject the owner to enhanced fines.

6. Members are required to notify the BVA Board in writing upon the correction of any alleged offense so that the Board may inspect and verify the correction.

7. The Board may, at any time it deems appropriate, file a civil action to obtain compliance with the governing documents; the Board need not fine an owner first. In a court action, the Board may seek either, or both, injunctive relief (that is, a court order requiring an owner to obey the governing documents) and/or recovery of fines.

8. Occasionally violations are committed by tenants or guests of the owner. The owner is responsible for those violations. The notice of hearing will be sent to the owner, although the Board may, should it desire, send a copy of the notice to the tenant as well. Notices will be mailed to the owner at the property address as well as any other address which the owner has supplied to the BVA for the purpose of receipt of notices.

## **PENALTIES FOR INFRACTIONS and DEFINITIONS**

### **1. Minor Infractions:**

A "Minor Infraction" is a rule violation that is non-serious in nature and does not pose any threat of property damage or personal injury. Whether a violation constitutes a Minor Infraction is entirely within the discretion of the BVA.

A Minor Infraction may warrant a written warning from the Board of Directors and/or the BVA Committee Leader.

### **2. Infractions:**

An "Infraction" is a rule violation that, in the opinion of the Association Board, is not minor, but it does not pose a threat of bodily injury or property damage.

An Infraction by either a member or a member's tenant or guest shall be penalized as follows: unless listed specifically in the Schedule of Fines.

First violation: **\$25.00 to \$50.00** per day

Second violation of same rule: **\$50.00 to \$100.00** per day

Subsequent violation of same rule: **\$100.00** per day

### **3. Chronic Infractions:**

A continuing violation of any Rule may, in the sole discretion of the Association Board, subject the Member to daily penalties in the amount of \$ **100.00** per day when the violation does not pose a threat of bodily injury or property damage unless listed specifically in the Schedule of Fines.

### **4. Infractions Involving Threat of Personal Injury or Property Damage:**

The penalty for Infractions involving personal injury or property damage is **\$500.00** per day. A Member whose violation causes actual, or a credible threat of, personal injury or property damage shall be responsible for the cost of compensation for that damage and/or injury, in addition to the penalty imposed under this schedule. If the violation warrants immediate action to preserve life or property, then the BVA Board may impose the penalty immediately and take steps to preserve life or property.

**Bradford Village Homeowners Association Inc.**

**Date: January 01, 2025**

**Schedule of Fines**

**Landscaping, Parking/Vehicle, Trash Containers, Holiday Decorations, Unkempt Exterior Violations:**

- First offense: \$25.00
- Second or additional violation of same offense: \$50.00/violation.
- Continuous Violations:
  - The fine for a first, second or additional violation; and
  - A periodic continuing fine of up to \$50.00 per day, up to a maximum of \$1,000.00.

**Construction / Architectural Control Violations including exterior storage and fencing:**

- First Offense: \$50.00;
- Second or additional violation of same offense: \$100.00;
- Continuous Violations:
  - The fine for a first, second, or additional violation; and
  - A periodic continuing fine of up to \$100.00 per day, up to a maximum of \$1,000.00.

**Pet and Noise including social gathering and Business Violations**

- First offense: \$25.00
- Second or additional violation of same offense: \$50.00/violation.
- Continuous Violations:
  - The fine for a first, second or additional violation; and
  - A periodic continuing fine of up to \$50.00 per day, up to a maximum of \$1,000.00.

**Violations of Other Use Restrictions including undisclosed rentals or guest:**

- First Offense: \$50.00
- Second or additional violation of same offense: Double the fine for the first offense: 100.00
- Continuous Violation:
  - The fine for a first, second or additional violation; and
  - A periodic continuing fine of up to \$100.00 per day, up to a maximum of \$1,000.00.

**Violations That Create an Immediate Danger to Person or Property:**

- First Offense: \$500.00;
- Second or additional violation of same offense: Double the fine for the first offense; \$1,000.00
- Continuous Violation:
  - The fine for a first, second or additional violation; and \$750.00
  - **A periodic continuing fine of up to \$750.00 per day up to a maximum of \$5,000.00.**