



Caspian Village Homeowners Association
ByLaws, Covenants & Restrictions, and Amendments
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STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

DECLARATION OF
CONDITIONS, RESERVATIONS, COVENANTS AND RESTRICTIONS
FOR RAHNAVARD & SMALLS ENTERPRISES, INC.
FAMILY RESIDENTIAL SUBDIVISION

HORRY COUNTY.
87 JUN 26 PM 12:32
BILLIE G. RICHMOND
CLERK OF COURT

KNOW ALL MEN BY THESE PRESENTS, that Rahnavard and Smalls Enterprises, Inc., a South Carolina Corporation (herein called Developer), being the owner of all the following described premises situate within Horry County, South Carolina, does hereby covenant and agree to and with all persons, firms, or corporations hereafter acquiring any of the following described property:

ALL AND SINGULAR, those certain pieces, parcels, or lots of land situate, lying, and being in Socastee Township, Horry County, South Carolina, and being more particularly shown and designated as Lots 1 through 50 as more particularly shown and depicted on plats of Caspian Villiage, as prepared by Sur Tech, reference to which is craved and sought as forming a part and parcel of the property described herein and upon which the following restrictive covenants are imposed, said plat having been filed for record in the Office of the Clerk of Court for Horry County, South Carolina, in Real Estate Plat Book 86 at Page 95 and Blk 96 at Page 142

and does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold or conveyed by it as owner thereof. All of these covenants, conditions, reservations, and restrictions are for the benefit of each owner of land in the above mentioned development or subdivision, or any parcel of such subdivision, and shall bind the respective successors in any interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots all of which are to be construed as restrictive covenants running with the title to such lots with each and every part thereof, to wit:

1. All lots shall be used for residential purpose exclusively and no structure shall be erected, altered, placed or premitted to remain on any lot other than as follows: One (1) detached one family dwelling of not less than One thousand one hundred (1100) square feet of heated floor space exclusive of porches, decks, and garages. Said dwelling shall not exceed two (2) stories in height above ground level. In all two (2) story structures, the first story shall contain at least eight hundred (800) square feet. Neither the dwelling nor the garage shall be utilized for any activating normally conducted as a business.

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The garage may not be constructed prior to construction of the main dwelling and shall conform substantially with the style and exterior finish of the main dwelling. No building shall be located closer than forty (40) feet to the front street line, nor closer than ten (10) feet to the side property line, and in case of corner lots, not closer than thirty (30) feet to any side street. However, nothing herein shall prevent the combination of two or more lots for a single building site. Developer has the right to allow variance due to lot configuration. All Plot Plans to be submitted to developer for approval prior to construction.

2. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these later temporary shelters may not at any time be used as a residence or permitted to remain on the lot after completion of construction.

3. Once construction of improvements is started on any lot, the improvements must be substantially completed within six (6) months from commencement.

4. All structures constructed and placed on any lot shall be built of substantially new material and no used structure shall be relocated or placed upon any lot. Modular units will not be permitted.

5. No animals or livestock of any description, except the usual household pets, shall be kept on any lot. No pets shall be allowed which shall produce any noise or odor objectional to any other property owner.

6. No stripped, partially wrecked, or junk motor vehicle, or any part thereof, shall be permitted to be parked or kept on any street or lot.

7. Should any dwelling or outbuilding be destroyed in whole or in part by fire, windstorm, or any other cause or act of God, all debris must be removed and the lot restored to a slightly natural condition with reasonable promptness, provided however, that in no event such debris remain longer than ninety (90) days.

8. No trash, ashes, garbage or other refuse shall be dumped, stored, accumulated or permitted to remain on any lot. No burning of trash will be allowed on the property.

9. There shall be no access to any lot on the perimeter of the subdivision except form designated roads within the subdivision.

10. No tractor, trailer, or other vehicale except an automobile or pickup truck used for principal transportation by the owner or someone within his immediate family may be stored for longer than one (1) week on any lot, unless the same is within a garage.

11. (a) The following materials may be used for the exterior siding of residences in the subdivision: Stucco, cedar, fir, pine, redwood, spruce, brick, stone, slate, or weathered wood.

(b) The following materials may not be used for exterior siding of residences in the subdivision: Alluminium, tin, metal of any kind, white brick, bright red brick, cinder or concrete block, unless stuccoed, pre-case or poured concrete, asbestos, miami stone, or any bright colors in contrast to the natural environment.

(c) The following materials may be used for the roofs of residences in the subdivision: Wood, asphalt, copper, slate, quarry tiles or composition.

(d) The following materials may not be used for the roofs of residences in the subdivision: Aluminum, tin or plastic.

(e) All foundations of residences in the subdivision shall be of masonry construction only. This restriction may be released in whole or in part by the developer, its successors or assigns, in cases where the contour of the lot would work a hardship upon the lot owner.

12. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on any lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. Ther shall not be maintained any plants, poultry, animals (other than household pets) or device of any sort the exestence of which is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof.

14. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead, and each

Grantee also agrees to complete the underground secondary electrical service to their respective residences, from the point of underground service provided by the Developer.

15. No sign boards of any description shall be displayed upon or above any lot with the exception of signs "For Sale" or "For Rent" and those shall be of durable construction professional in appearance and approximately in 20" x 30" in size. The lot owner shall be limited to one (1) sign per lot. Signs shall be placed on lots in a position ten (10) feet from the front property line.

16. No derrick or other structure designed for use in boring of oil or natural gas shall be erected, placed or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from the premises.

17. Each lot owner shall provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Developer or a roll-out garbage rack which shall be visible from the street on garbage pick-up day only. No garbage or trash incinerator shall be permitted upon the premises.

18. The Developer reserves unto itself, its successors and assigns an easement and right of ingress and egress over, upon, across and under each lot in said subdivision for the erection, installation and maintenance of electrical equipment, telephone equipment, gas, sewer and water lines, and other public utilities and for the erection of privately owned cable television equipment. The Developer shall retain this easement and right of ingress and egress only until such time as these utilities are installed. Thereafter, this easement and right of ingress and egress shall be granted to each utility company, whether private or public, that provides service to the lot owners and said utility company shall have the right to maintain all of the equipment necessary for its proper function. At the time that the Developer grants this right of ingress and egress and easement to each utility company servicing the subdivision, the Developer shall specifically set out in the said deed to each utility company the exact location and width

of the easement. Each lot owner shall be notified of the specific location and width of the easement. This easement and right of ingress and egress shall include the right to cut any trees, bushes or shrubbery, making gradings of soil, or to take any other similar action reasonably necessary to provide said utilities to the subdivision. The Developer agrees to disclose to any potential purchaser of a lot in said subdivision prior to the sale that this easement and right of ingress and egress exists. The rights designated in this paragraph may be exercised by any licensee of the Developer, but this reservation shall not be considered any obligation of the Developer to provide or maintain any such utility or service. Easements for drainage on all lot lines.

19. The Developer reserves unto itself its successors and assigns an easement and right of ingress and egress over, upon, across and under each lot in said subdivision for the for the erection, installation, and maintenance of a drainage system to control the runoff of surface water. In no event shall the easement and right of ingress and egress reserved herein exceed fifteen (15) feet from the property line, either front, back or side.

20. No individual water supply system shall be permitted upon the premises with the exception of a shallow well to be used for irrigation purposes only and said well, if any portion of it is above the ground, shall be covered and screened by either natural or planted shrubbery and vegetation or by fencing material which conforms to the restrictions on exterior siding for residences previously imposed.

21. No fuel tanks or similar storage receptacles may be exposed to view.

22. Any landowner shall be required to install a concrete tile under the driveways with a minimum diameter of fifteen (15") inches prior to the commencement of construction of said house on said landowner's lot. The landowner shall also insure that the drainage ditch at the front of said lot is kept in good repair and free of debris during the period of construction and shall further insure that said ditch is properly graded and seeded after said house is completed to prevent erosion.

23. No exterior clotheslines will be permitted in the subdivision.

24. The grantee(s) of any lot in the subdivision, by delivery and recording of any deed or other instrument conveying title to such lot or by inheritance or devise of such lot, or by the execution of any contract for the purchase of such lot, whether from the Developer or from any present or subsequent owner of such lot, shall thereby accept such deed, conveyance, inheritance device or contract upon and subject to each and every one of the

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restrictive covenants and easements herein contained, and by such acceptance shall consent and agree to keep, observe, comply with and perform all of the agreements and restrictions herein contained.

25. Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity of enforceability of any other restrictions and said holding shall not affect the fact that all other restrictions have the quality of running with the land.

26. These restrictive covenants shall run with the land and shall be binding upon all owners of lots in the subdivision and all persons claiming through them until December 31, 2000. Said restrictive covenants shall be automatically extended thereafter for successive periods of ten (10) years each unless by a vote of the majority of owners of lots in said subdivision at the time of such vote (which vote shall be held within one (1) month prior to the automatic renewal time) it is agreed to change said covenants in whole or in part.

27. The provisions contained herein may be amended at any time by written vote of the majority of the owners of lots in the subdivision and such amendment shall be duly filed of record in the office of the Clerk of Court for Horry County, South Carolina; provided, however, that the Developer shall have one vote for each lot which it owns in the subdivision.

28. No building, fence, sidewalk, wall, drive, or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by the Developer, its successors and assigns. The approval or disapproval by the Developer, shall be given to the lot owner within thirty (30) days from the date that the plans and specifications are given to the Developer. Refusal or approval of plans, locations, or specifications may be based by the Developer upon any ground, including purely aesthetic considerations, which in the sole and uncontrollable discretion of the Developer shall seem sufficient. No alteration may be made in such plans after approval by the Developer is given except by and with the written consent of the Developer. No alterations

in the exterior appearance of any building or structure shall be made without like approval by the Developer. Approval or disapproval of the Developer for alterations in any plans after approval has been given or alterations in any exterior appearance of the building after approval has been given shall occur within thirty (30) days from the date that said plans or specifications for said alterations are given to the Developer. One copy of all plans, specifications and related data shall be furnished to the Developer for its records. In order to assure that the houses will be located with regard to the topography of each individual lot, Developer herein reserves unto itself, its successors and assigns, the right to control absolutely and solely decide the precise site and location of any house or dwelling or other structure upon any lot or building plot consisting of more than one lot; provided, however, such location shall be determined only after reasonable opportunity is afforded to the lot owner to recommend a specific site. Within thirty (30) days after the lot owner has recommended a specific site, the Developer shall instruct the lot owner whether the owner's choice as to site has been approved or disapproved.

Signed, Sealed, and Delivered
in the Presence of:

Brenda P. Dunn

Gregory Keith Martin

RAHNAVARD AND SMALLS ENTERPRISES,

By: Massoud Rahnavard
MASSOUD RAHNAVARD

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY }

PERSONALLY appeared before me Gregory Keith Martin,

who, after being duly sworn, says and deposes that he was present and saw the within named Rahnavard and Small Enterprises, Inc., by Massoud Rahnavard, sign, seal, and as the corporate act and deed, deliver the foregoing Declaration of Conditions, Reservations, Covenants and Restrictions; and that he with Brenda P. Dunn witnessed the due execution thereof.

Gregory Keith Martin

SWORN to before me this

26 day of June, 1987

Brenda P. Dunn (L.S.)
Notary Public
My Commission Expires 1-3-96

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STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

R.M.C.

First Amendment to Declaration of
Conditions, Reservations, Covenants
and Restrictions for Rahnavard &
Smalls Enterprises, Inc. Family
Residential Subdivision

The first amendment to the Declaration of Conditions, Reservations, Covenants and Restrictions for Rahnavard & Smalls Enterprises, Inc. Family Residential Subdivision is hereby made this 3rd day of October, 1989, by Rahnavard & Smalls Enterprises, Inc., hereafter called Declarant.

W I T N E S S :

WHEREAS, Declarant placed certain conditions, reservations, covenants and restrictions on its project known as Caspian Village as described on Exhibit "A" by Declaration of Conditions, Reservations, Covenants and Restrictions for Rahnavard & Smalls Enterprises, dated June 26, 1986, and filed June 26, 1987, in Deed Book 1143 at Page 239 in the RMC office for Horry County;
AND

WHEREAS, Declarant desires to amend said restrictions to create a Homeowners Association which will among other things provide for architectural design controls and street lighting;
and

THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following additional conditions, reservations, covenants and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title and interest in the described properties or any part

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successors and assigns and shall inure to the benefit of each owner thereof;

NOW

THEREFORE KNOW ALL MEN BY THESE PRESENTS:

A Homeowners Association hereby named "Caspian Village Homeowners Association" is created and shall be governed by the within provisions and bylaws:

ARTICLE I
DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to Caspian Village Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto owned by the Association for the common use and enjoyment of the owners). The Common Area to be owned by the Association is or will be all roads in the subdivision and all other areas designated as "Common Area" on a subdivision plat of the subdivision.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Rahnavard & Smalls Enterprises, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided by this Declaration.

ARTICLE II

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Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; and

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each of members has been recorded; and

(d) the right of the Association to make reasonable rules and regulations regarding the use or enjoyment of common areas.

Section 2. Delegation of Use. any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, his guests or contract purchasers who reside on the property. Provided, however, the use by guests may be regulated by the Board of Directors.

ARTICLE III

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The

Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B members or
- (b) on December 31, 1994.

ARTICLE IV

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Each owner shall have the obligation to maintain and keep in good repair the improvements on his lot, including the exterior walls of the dwelling house thereon, and any other exterior surfaces. If any Owner shall fail to comply with the provisions of this sub-section, and in the opinion of the Architectural Control Committee of the Association such failure impairs the aesthetic harmony of the Caspian Village Subdivision, the Association may make demand upon such Owner to comply. In the event such Owner shall, after written notice has been given, fail to take necessary steps to comply, the Association may proceed to remedy such Owner's default. any expenses incurred by the Association for such purposes, including labor, materials and professional fees shall become a lien upon the Lot of such Owner, collectible as otherwise provided for herein; the Owner shall also be personally obligated for the expense incurred. Amounts incurred in the foregoing manner shall be deemed "Direct Assessments", and shall be in addition to any other assessments herein provided for and shall be due immediately upon demand; provided further, the Association shall have a reasonable right to go over any unit to make emergency repairs.

The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be made exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Provided further that assessments shall be used to maintain and repair paved streets, the sanitary sewer system, to install street lighting, the water system, pool equipment, the pool deck and structure, to procure and maintain policies for

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management and supervision, to procure and maintain policies of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements to provide for street lighting; and for such other needs which may arise.

All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid unto the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Lot Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$180.00 payable at the rate of \$15.00 Dollars per month.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 20% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 20% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement

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upon the Common Area, including fixtures, lighting and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. IF the required is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written Notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of the Mortgages, interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The line of the assessments provided for herein shall be subordinate

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to the lien of any purchase money mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof for the purposes of satisfying the assessment, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change, including paint color, or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of five (5) or more representatives appointed by the Board. In the event of said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Architectural Control Committee shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

In the event an Owner of any Lot in the property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VI

Section 1. Easements. An Easement is hereby granted by each owner to the County of Horry and all other quasi-public entities over all common areas, lot and all streets (which are part of the Common Areas) and all other areas where reasonably necessary for the following purposes:

(a) To install, service, repair, replace, maintain and read water marks;

(b) An easement having a five (5') foot radius around each fire hydrant is specifically reserved to the County of Horry (Fire Department) for the purpose of going on the land and testing the fire hydrant.

(c) For the fighting of fires.

(d) For affording Policy protection.

(e) For the collection of garbage.

(f) All easements set out on the subdivision plat.

Section 2. Utilities Easements. Easements for the installation of utilities, including but not limited to, telephone line and equipment, electrical power lines and equipment, and cable vision lines and equipment are hereby reserved by Declarant.

G. GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions imposed by the provisions of this Declaration. Failure of the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The provisions contained herein may be amended at anytime by written vote of the majority of the owners of lots in the subdivision and such amendment shall be duly filed of record in the Office of the RMC for Horry County, South Carolina; provided, however, that the Developer shall have one vote for each lot which it owns in the subdivision.

Section 4. Areas and their Appurtenances to be Maintained by the Association. All Common Areas and their appurtenances hereafter set out, but not limited to, shall be maintained by the Caspian Village Homeowners Association, to wit:

- (a) Streets
- (b) Recreational Area

Section 5. Staged Development.

(a) The subdivision may be developed in two or more phases.

(b) Additions to the subdivision may be made by the Declarant without consent of the members. The Declarant shall not be obligated to bring any additional properties into the subdivision. Additional phases shall be added by recorded in the Office of the RMC for Horry County an Amendment to this Declaration expressly submitting the respective phases(s) to all provisions of this Declaration and the By-Laws attached hereto.

Declarant reserves unto itself, its successors and assigns, in, orver, across and upon the property shown as common area, all easements and rights of ingress and egress necessary and covenient for the construction and development of any additional phases. Which easements shall remain in full force and effect for such time as Declarant retains the option of submitting additional phases.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its Hand and Seal this 3rd Day of October, 1989.

WITNESSES:

Gregory K. Martin
Judy Jordan

RAHNAVARD & SMALLS, ENTERPRISES,
INC.

BY: Massoud Rahnavard (L.S.)
MASSOUD RAHNAVARD, PRESIDENT.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, who, after first being duly sworn, deposes and says that (s)he saw the within named Rahnavard & Smalls Enterprises, Inc., by Massoud Rahnavard as its President, sign, seal and as its act and deed, deliver the foregoing document; and that deponent with the undersigned Notary Public witnessed the due execution hereof.

ORDER to return no sale 3rd day of October, 1892.

James Keith McIntosh
Notary Public for N. C.

Judy J. [Signature]

My Commission Expires: 1-20-96

HORRY COUNTY ASSESSOR
190-18-01-001 *draw 050*

Map Blk Parcel

10-19-89 *1/6*

EXHIBIT "A" - PROPERTY DESCRIPTION

ALL AND SINGULAR THOSE CERTAIN PIECES, PARCELS OR LOTS OF LAND SITUATE, LYING AND BEING IN SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, AND BEING MORE PARTICULARLY SHOWN AND DESIGNATED AS LOTS 1 THROUGH 50 AS MORE PARTICULARLY SHOWN AND DEPICTED ON PLATS OF CASPIAN VILLAGE, AS PREPARED BY SUR-TECH, REFERENCE TO WHICH IS CRAVED AND SOUGH AS FORMING A PART AND PARCEL OF THE PROEPRTY DESCRIBED HEREIN AND UPON WHICH THE FOLLOWING RESTRICTIVE COVENANTS ARE IMPOSED, SAID PLAT HAVING BEEN FILED FOR RECORD IN THE OFFICE OF THE RMC FOR HORRY COUNTY IN PLAT BOOK 86 AT PAGE 95 AND PLAT BOOK 96 AT PAGE 142.

ALSO ALL RIGHTS-OF-WAY OR ROADWAYS LOCATED IN CASPIAN VILLAGE AS SHOWN ON THE ABOVE REFERENCED PLATS.

THIS BEING PROPERTY CONVEYED TO THE DECLARANT BY DEED OF SKYANCHOR, INCORPORATED, DATED JUNE 16, 1983, AND FILED AUGUST 19, 1983, IN SAID RMC OFFICE IN DEED BOOK 814 AT PAGE 650.

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BY LAWS
OF

CASPIAN VILLAGE HOMEOWNERS ASSOCIATION

1989
Page 16 to

ARTICLE I
NAME AND LOCATION

The name of the Corporation is Caspian Village Homeowners Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Myrtle Beach, South Carolina, but meetings of members and directors may be held at such places within the State of South Carolina, County of Horry, as may be designated by the Board of Directors.

ARTICLE II
DEFINITION

Section 1.

"Association" shall mean and refer to Caspian Village Homeowners Association, its successors and assigns.

Section 2.

"Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3.

"Common Area" shall mean shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5.

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

Section 6.

"Declarant" shall mean and refer to Rahnavard & Smalls Enterprises, Inc., their successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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Section 7.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the RMC for Horry County, South Carolina.

Section 8.

"Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1.

Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held at the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2.

Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3.

Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify

the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4.

Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, equaling a majority of the votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or represented.

Section 5.

Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1.

The affairs of this Association shall be managed by a Board of not more than five (5) directors, who need not be members of the Association. However, the initial Board shall consist of two (2) directors, who shall serve until the first annual meeting.

Section 2.

Term of Office. At the first annual meeting, the members shall elect two (2) directors for a term of one year, two (2) directors for a term of two years and one (1) director for a term of three years; and at such annual meetings thereafter the members shall elect such directors as vacancies exist.

Section 3.

Removal. any director may be removed from the

Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.

Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5.

Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1.

Nomination. Nomination for election to the Board of Directors shall be made a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such

200 1348 PAGE 160

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nominations may be made among members or non-members.

Section 2.

Election. Election to the Board of Directors may be by open vote or secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1.

Regular Meetings. Regular meetings of the Board of Directors shall be held monthly with notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2.

Special Meetings. Special meetings of the Board of Directors may be held by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3.

Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors.

ARTICLE VII

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1.

Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

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(b) suspend the voting rights and right to use of the recreational facilities of a member during an period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declarations;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2.

Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record and accounting of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the declaration, to:

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- (1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessments period;
- (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1.

Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2.

Election of Officers. The election of officers

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shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3.

Term. The officers of this Association shall be elected annually by the Board and each shall hold office for One (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualify to serve.

Section 4.

Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of who shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 5.

Resignation and Removal. Any officer may be removed from office with or without cause by the Board. any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.

Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.

Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices pursuant to SECTION 4 of this ARTICLE.

Section 8.

Duties. The duties of the officers are as follows:

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(a) "President": The President shall preside at all meetings of the Board of Directors and Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deed and other written instruments, and shall co-sign all promissory notes.

(b) "Vice-President": The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) "Secretary": The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) "Treasurer": The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

BOOK 1340 PAGE 165

Checks & Promissory Notes Sign.

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may

BOOK 1340 PAGE 166

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waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "CASPIAN VILLAGE HOMEOWNERS ASSOCIATION".

ARTICLE XIII

AMENDMENTS

Section 1.

These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members of the Association present in person or by proxy.

Section 2.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being the initial directors of Caspian Village Homeowners Association, Inc., have hereunder set our Hands and Seal this 3rd day of October, 1989.

RAHNAVARD & SMALLS,
ENTERPRISES, INCORPORATED

BY: Massoud Rahnavard
MASSOUD RAHNAVARD, PRESIDENT

WITNESSES:

Margery Keith Martin
Judy Jordan

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the

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Caspian Village Homeowners Association, Inc., a South Carolina Corporation; and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as a.c., adopted at a meeting of the Board of Directors thereof, held on the 3rd day of October, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 3rd Day of October, 1989.

RAHNAVARD & SMALLS
ENTERPRISES, INCORPORATED
BY: Massoud Rahnavard
MASSOUD RAHNAVARD, PRESIDENT

CORPORATE SEAL

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF Horry

PERSONALLY appeared before me, Judy Jordan, who, after first being duly sworn, deposes and says that she saw the within named Rahnavard & Smalls Enterprises, Incorporated by Massoud Rahnavard its President, sign, seal and as its act and deed, deliver the within written Restrictions and that she deponent with Gregory Keith Martin witnessed the due execution hereof.

SWORN to before me this 3rd day of October, 1989.

Gregory Keith Martin (L.S.)
Notary Public for South Carolina

Judy Jordan

My Commission Expires: 1/20/92

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Caspian Village Homeowners Association
ByLaws, Covenants & Restrictions, and Amendments

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Dated 04.28.1994—Amendment to Covenants & Restrictions

Book 1859, pages 967-968
Dated 04.12.1996—Variance

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STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

APR 28 1994 12:26

R.M.C.

AMENDMENT TO
DECLARATION OF CONDITIONS, RESERVATIONS,
COVENANTS AND RESTRICTIONS FOR
RAHNAVARD & SMALLS ENTERPRISES, INC.,
FAMILY RESIDENTIAL SUBDIVISION

This amendment to the Declaration of Conditions, Reservations, Covenants and Restrictions for Rahnavard & Smalls Enterprises, Inc., Family Residential Subdivision is hereby made this 28th day of April, 1994, by Rahnavard & Smalls Enterprises, Inc., hereinafter called Declarant.

WITNESS:

WHEREAS, Declarant placed certain conditions, reservations, covenants and restrictions on its project known as Caspian Village and described on Exhibit "A" by Declaration of Conditions, Reservations, Covenants and Restrictions for Rahnavard & Smalls Enterprises, dated June 26, 1986, and filed June 26, 1987, in Deed Book 1143 at page 239 in the RMC Office for Horry County; AND

WHEREAS, Declarant amended said Declaration to create a Homeowners Association which would among things provide for architectural design controls and street lighting; said Amendment being dated October 3, 1989, and filed October 18, 1989, in Deed Book 1347 at page 146 in the RMC Office for Horry County; AND

WHEREAS, Declarant desires to further amend said Declaration to provide that each owner of property within Caspian village purchased from Declarant after the filing of this Amendment shall install and maintain a street lamp on the property; further, Declarant desires to amend said Declaration so that no detached

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BOOK 1720 PAGE 851 851

garages, shed, or outbuilding or structures of any kind shall be allowed in said project; NOW

KNOW ALL MEN BY THESE PRESENTS:

1. That the Declaration of Conditions, Reservations, Covenants and Restrictions for Rahnavard & Smalls Enterprises, Inc., Family Residential Subdivision, recorded in the RMC Office for Horry County on June 26, 1987, in Deed Book 1143 at page 239, are amended to add paragraphs 29 and 30 as follows:

29. Each lot owner shall erect and maintain a street lamp of uniform size and design. The lamp shall be Seven (7') feet in height with a 308 post and a Fourteen (14") inch opal globe and photocell. The lamp shall be placed at a point on the lot fifteen (15') from the street and shall be no closer than ten (10') feet from the driveway. Each corner lot must have two (2) such lamps, one at the above distances from each street adjacent to the lot.

30. No detached garage, shed, outbuilding, or any other detached structure shall be erected on any lot in the project.

2. It is hereby agreed that the aforesaid Declaration of Conditions, Reservations, Covenants and Restrictions for Rahnavard & Smalls Enterprises, Inc., Family Residential Subdivision, recorded in the RMC Office for Horry County on June 26, 1987, shall be, and the same hereby is ratified, confirmed and adopted in all respects and in all particulars as to each and every provision thereof except as to those provisions expressly amended as set forth herein and the above-referenced prior amendment.

3. This Amendment to Declaration of Conditions, Reservations, Covenants and Restrictions for Rahnavard & Smalls Enterprises, Inc., Family Residential Subdivision, shall be binding upon and inure to the benefit of all parties hereto, and their

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respective heirs, successors and assigns. It is understood by Declarant the this amendment is not binding upon those who are not parties hereto, their respective heirs, successors and assigns.

IN THE PRESENCE OF

James T. Young
Notary Public

DECLARANT

RAHNAVARD & SMALLS ENTERPRISES, INC

BY: Massoud Rahnavard
MASSOUD RAHNAVARD, IT'S PRESIDENT

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF HORRY)

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that s/he saw the within named Declarant, Rahnavard & Smalls Enterprises, Inc., by it's duly authorized officer sign, seal and as the corporate act and deed, deliver the within written Amendment to Declaration of Conditions, Reservations, Covenants and Restrictions for Rahnavard & Smalls Enterprises, Inc., Family Residential Subdivision and that s/he with the other witness whose name appears above, witness the execution hereof.

SWORN to before me this
28th day of April, 1994

Notary Seal

James T. Young (L.S.)
Notary Public for South Carolina
My Commission Expires: 6-25-96

EXHIBIT "A" - PROPERTY DESCRIPTION

ALL AND SINGULAR THOSE CERTAIN PIECES, PARCELS OR LOTS OF LAND SITUATE, LYING AND BEING IN SOCASIRE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, AND BEING MORE PARTICULARLY SHOWN AND DESIGNATED AS LOTS 1 THROUGH 50 AS MORE PARTICULARLY SHOWN AND DEPICTED ON PLATS OF CASPIAN VILLAGE, AS PREPARED BY SUR-TECH, REFERENCE TO WHICH IS GRAVED AND SOUGH AS FORMING A PART AND PARCEL OF THE PROEPRTY DESCRIBED HEREIN AND UPON WHICH THE FOLLOWING RESTRICTIVE COVENANTS ARE IMPOSED, SAID PLAT HAVING BEEN FILED FOR RECORD IN THE OFFICE OF THE RMC FOR HORRY COUNTY IN PLAT BOOK 86 AT PAGE 95 AND PLAT BOOK 96 AT PAGE 142.

ALSO ALL RIGHTS-OF-WAY OR ROADWAYS LOCATED IN CASPIAN VILLAGE AS SHOWN ON THE ABOVE REFERENCED PLATS.

THIS BEING PROPERTY CONVEYED TO THE DECLARANT BY DEED OF SKYANCHOR, INCORPORATED, DATED JUNE 16, 1983, AND FILED AUGUST 19, 1983, IN SAID RMC OFFICE IN DEED BOOK 814 AT PAGE 650.

HORRY COUNTY ASSESSOR
190-18-61-001 thru 050

Map Blk Parcel

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JK

MR
was
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Caspian Village Homeowners Association
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*Deed Book 1143
Page 967*

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POOR QUALITY DUE TO
CONDITION OF ORIGINAL
BALLERY V. SKIPPER, RMC

FILED
HORRY COUNTY
96 APR 15 AM 11:51
R.M.C.

**VARIANCE OF DECLARATION OF CONDITIONS,
RESERVATIONS, COVENANTS AND RESTRICTIONS**

WHEREAS, Rahnavard and Smalls Enterprise, Inc., a South Carolina Corporation, (herein referred to as "Developer") is the Developer of that certain subdivision known as Caspian Village; and

WHEREAS, the Developer filed its Declaration of Conditions, Reservations, Covenants and Restrictions for Caspian Village in Deed Book 1143 at page 239, records of Horry County, South Carolina, (hereinafter referred to as the "Restrictions"); and

WHEREAS, the Developer has conveyed all its interest in that certain lot located within the subdivision identified as follows:

ALL AND SINGULAR that certain piece, parcel or tract of land lying and being in Socastee Township, Horry County, South Carolina, and being designated as Lot No. 21 shown on a map or plat of Phase I, Caspian Village made for Rahnavard-Smalls Enterprises, Inc., by Sur-Tech Incorporated, dated August 20, 1984, a copy of which is recorded in the office of the RMC for Horry County in Plat Book 86 at page 95, reference to which is craved as forming a part and parcel of this description.

(hereinafter referred to as the "Lot"); and

WHEREAS, a structure has been constructed on the Lot which encroaches upon the set-back lines identified in paragraph 1 of the Restrictions;

NOW, THEREFORE, the Developer does hereby amend and vary the set-back lines established in paragraph 1 of the Restrictions as to the Lot only as follows: 9.9 feet on the Southwest side, 9.3 feet on the Northeast back side and 9.2 feet on the Northeast front side, all demonstrated on the plat which is attached hereto and incorporated herein by reference.

This Amendment shall run with the land and shall be binding upon the current, and all subsequent, owners of the Lot and all persons claiming through them.

Except as identified otherwise herein, the Restrictions remain otherwise unchanged, unamended and unvaried.

WITNESSETH:

[Signature]

[Signature]

Massoud Rahnavard, President
Rahnavard & Smalls Enterprises, Inc

POOR QUALITY DUE TO
CONDITION OF ORIGINAL
BALLERY V. SKIPPER, RMC

POOR QUALITY DUE TO
CONDITION OF ORIGINAL
BALLERY V. SKIPPER, RMC

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POOR QUALITY DUE TO
CONDITION OF ORIGINAL
BALLERY V. SKIPPER, RMC

POOR QUALITY DUE TO
CONDITION OF ORIGINAL
BALLERY V. SKIPPER, RMC

HORRY COUNTY ASSESSOR
190-18-01-021
Parcel
4-16-96

POOR QUALITY DUE TO
CONDITION OF ORIGINAL
BALLERY V. SKIPPER, RMC

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me, the first witness who signed above and made oath that (s)he saw the within-named Rahnvard & Smalls Enterprise, Inc. by Massoud Rahnvard, its President sign, seal, and as its act and deed deliver the within-written Deed; and that (s)he, with the other above subscribed witness witnessed the execution thereof.

William G. Humber
(witness)

SWORN to before me this 12th
day of April, 1996.

[Signature]

Notary Public for SC (L.S.)
My Commission expires: 6-12-2000

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Caspian Village Homeowners Association
ByLaws, Covenants & Restrictions, and Amendments

Updated through 07.31.2019

CONTENTS

Obtained from Horry County Courthouse
Register of Deeds Office

Book 1143, pages 239-245
Dated 06.26.1987—Declaration of Covenants & Restrictions

Book 1347, pages 146-156
Dated 10.03.1989—First Amendment to Covenants & Restrictions

Book 1347, pages 157-168
Dated 10.03.1989—By Laws Articles

Book 1720, pages 851-854
Dated 04.28.1994—Amendment to Covenants & Restrictions

Book 1859, pages 967-968
Dated 04.12.1996—Variance

End of Documents 07.31.2019 ✓