



Recording Date: 03/10/2008

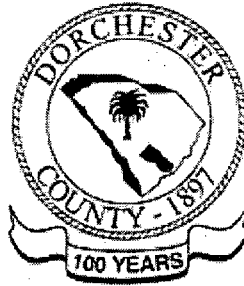
Instrument: 223

Book: 6525 Page: 293-296

FILED-RECORDED  
RMC / ROD

2008 Mar 10 PM 3:13:36

DORCHESTER COUNTY  
SC Deed Rec Fee: .00  
Dor Co Deed Rec Fee: .00  
Filing Fee: 10.00  
Exemption #:  
MARGARET L. BAILEY  
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF  
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS  
NOT TO BE DETACHED OR REMOVED AND MUST BE  
CITED AS THE FIRST PAGE OF THE RECORDED  
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR  
RECORDING PURPOSES AND IS NOT TO BE USED FOR  
ANY OTHER PURPOSE.

REGISTER OF DEEDS  
DORCHESTER COUNTY SOUTH CAROLINA  
MARGARET L. BAILEY, REGISTER  
POST OFFICE BOX 38  
ST. GEORGE, SC 29477  
843-563-0181 or 843-832-0181

FILED/RECORDED  
MARCH 10, 2008  
DORCHESTER COUNTY  
REGISTER OF DEEDS

10

STATE OF SOUTH CAROLINA ) FIFTH AMENDMENT TO THE  
 ) RESTRICTIVE COVENANTS  
COUNTY OF DORCHESTER ) APPLICABLE TO BOYLE PLANTATION

THIS FIFTH AMENDMENT to the Restrictive Covenants applicable to Boyle Plantation (hereinafter referred to as the "Fifth Amendment") is made this 21 day of January, 2008 by DiRocco Enterprises, LLC (hereinafter referred to as the "Declarant"). 90

WITNESSETH:

WHEREAS, DiRocco Enterprises, LLC, having acquired the fee interest to the property known as Boyle Plantation, as more fully described in the Restrictive Covenants applicable to Covenants dated April 3, 2004, and recorded April 6, 2004, in the Dorchester County RMC Office in Book 4047, at Page 186; and

WHEREAS, pursuant to Paragraph 35 of the Restrictive Covenants, entitled Modification, the Declarant may amend the Restrictive Covenants at any time and for any purpose so long as it owns one Lot in the Development; and

WHEREAS, Declarant currently owns one Lot in the Development; and

WHEREAS, Declarant desires to amend a portion of the Restrictive Covenants as more particularly set forth below,

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by the Declarant and each and every owner and subsequent Owner of any property located in Boyle Plantation, the Declarant does hereby amend the Restrictive Covenants as follows:

ITEM 1:

Boyle Plantation is a gated community with private roads, drainage system, entrance gate, pond, common areas, right of ways and easements. The Homeowners Association is responsible for the maintenance and repair of said private roads, drainage systems, entrance gate, pond, common areas, right of ways and easements. Therefore, in addition to the annual Homeowners dues the Homeowners Association may levy, in any one fiscal year, a special Assessment applicable to that year only. The Board of the Association may impose a special assessment so long as the total amount of special assessments allocable to each lot does not exceed One Thousand Dollars (\$1,000.00) in any one fiscal year. Boyle Plantation Homeowners Association may collect such special assessment from each and every property owner and subsequent owner of each and every lot located in Boyle Plantation.

Return to: Boyle Plantation HOA  
P.O. Box 50489  
Summerville, SC 29485

“*Special Assessment*” shall mean and refer to an Owner’s share of the common expenses, or other charges or cost, which may be assessed against a Lot periodically or from time to time as warranted, and in the manner set forth herein. Any Assessment shall be a lien against the applicable Lot and may be enforced by the Association with or without the filing of the same upon the public records.

The *Special Assessment* to be levied by the Association is for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacements, improvement, protection, operation and/or maintenance of the private roads, drainage system, entrance gate, pond, common areas, right of ways and HOA easements. Additionally, these assessments may be used for provisions of necessary and reasonable services and other expenses of the Association as may be more specifically authorized by the Board of Directors

As with the annual Homeowners dues, the *Special Assessment* must be fixed at a uniform rate for all Lots, whether improved or unimproved, and may be collected on a monthly, quarterly, or annual basis as determined by the Board of Directors.

Any *Special Assessment* not paid within thirty (30) days after the due date shall bear interest, from the due date, at an rate equal to the lesser of (a) eighteen (18%) percent per annum or (b) the maximum rate provided by applicable law. The association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (as in the foreclosure of a mortgage), or both. No Owner may waive or otherwise escape liability for the *Special Assessment* provided for herein by non-use or abandonment of such Owner’s Lot.

Lots 53 and 77 are exempt from Special Assessments as the access to these lots do not require the use of the gate or the private roads. These lots have direct access from Highway 165 and entry into Boyle Plantation is not necessary.

#### **ITEM 2:**

That Boyle Plantation is located in the County of Dorchester and is outside of the Summerville Town limits; A sign has been posted at the gate as instructed by the Dorchester County Sheriff’s Department with notification to all property owners, visitors and or employees that Dorchester County Sheriff’s Department has the complete and full jurisdiction in all matters including traffic within Boyle Plantation. Upon the recordation of this document, the Dorchester County Sheriff’s Department will be implemented immediately.

All other provisions and terms of the Restrictive Covenants and the First, Second, Third and Forth Amendments to the Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, DiRocco Enterprises, LLC has caused this instrument to be executed by its authorized officer this 29 day of February, 2008.

[Signature]

DiRocco Enterprises, LLC

[Signature]

By: John DiRocco

Its: Member

[Signature]

STATE OF CONNECTICUT )

COUNTY OF Fairfield )

The foregoing instrument was acknowledged before me this 29 day of February, 2008, by DiRocco Enterprises, LLC, by John DiRocco, its Member.

[Signature]

Notary Public for Connecticut

My Commission Expires: 5-31-2011

STEPHEN DI ROCCO  
Notary Public-Connecticut  
My Commission Expires  
May 31, 2011