



Recording Date: 12/17/2009

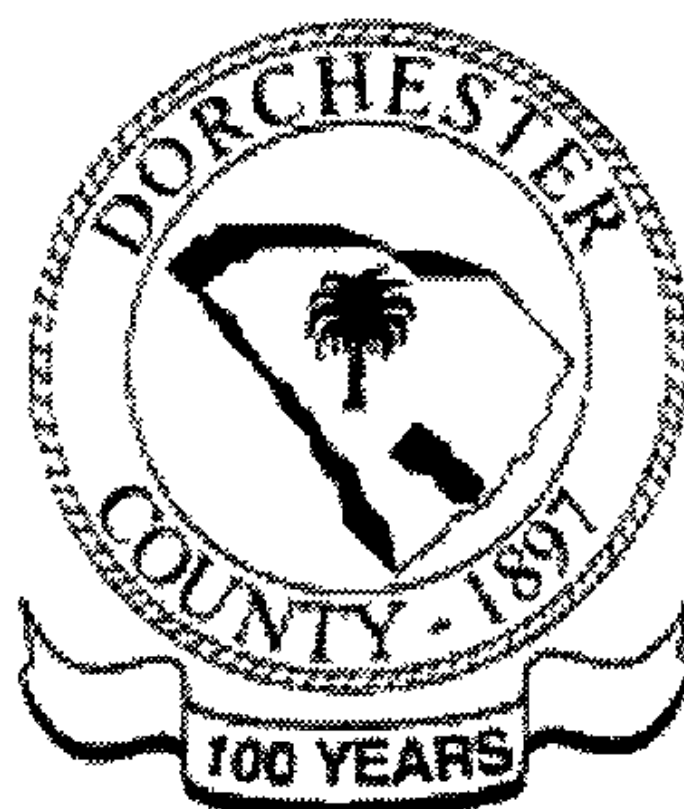
Instrument: 8

Book: 7349 Page: 227-230

FILED-RECORDED
RMC / ROD

2009 Dec 17 AM 10:33:10

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



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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
DECEMBER 17, 2009
DORCHESTER COUNTY
REGISTER OF DEEDS

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

THIS SEVENTH AMENDMENT to the Restrictive Covenants applicable to Boyle Plantation (hereinafter referred to as the "Seventh Amendment") is made this 16 day of December, 2009, by Boyle Plantation Homeowners Association, Inc., (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Boyle Plantation Homeowners Association, Inc., 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, the Declarant issued amendments applicable to Boyle Plantation are as follows: First Amendment to Restrictive Covenants dated August 29, 2005 recorded in Book 4896 at page 115; Second Amendment to Restrictive Covenants dated August 29, 2005 recorded in Book 4896 at Page 118; Third Amendment to Restrictive Covenants dated September 23, 2006 recorded in Book 5782 at page 092; Fourth Amendment to Restrictive Covenants dated August 17, 2007 recorded in Book 6354 at page 272; and the Fifth Amendment to the Restrictive Covenants dated January 21, 2008 recorded in Book 6381-146-177 all Amendments have been recorded in the Register of Deed's Office for Dorchester County; 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. On February 6, 2009, the Declarant by John DiRocco, released its rights as the Declarant of Boyle Plantation. The Restrictive Covenants covering Boyle Plantation may be altered, modified, canceled or changed at anytime by a majority of the owners of the lots in the Development; and

WHEREAS, on August 27, 2009, after proper notice to all lot owners in Boyle Plantation, an election was held to vote on three proposed changes to the Restrictive Covenants and the Community Design Regulations. On October 1, 2009 the votes were counted by three Boyle Plantation lot owners and who are not on the Board of Directors or the Architectural Review Board. A majority vote was reached and verified in favor of changing all three of the proposed amendments; and

WHEREAS, the Homeowners Associations, based on the majority vote, desires to amend certain portions of the Restrictive Covenants as more particularly set forth below,

*Ret
BPHTOA
PO Box 50489
Summerville SC 29485*

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

AMENDMENT 1: Paragraph 16 of the Restrictive Covenants shall now read as follows:

Animals: No animals other than domesticated household pets shall be maintained or kept on or upon the Lots herein. All pets must be kept quiet and all animals must be leashed or under their Owner's control when located off of their Owner's property.

AMENDMENT 2: Paragraph 13 of the Restrictive Covenants shall now read as follows:

Fences: Any fence erected on any lot must have an appearance similar to that of the dwelling house on said lot if the fence is visible from any street. Chain link fence is not allowed. Front yard fences will not be allowed on any lot past the front of any dwelling of any lot. Fences may be constructed along the rear lot line of each lot, except where prohibited by the Declaration of Covenants for Storm Water, so long as such rear fence does not exceed six (6) feet in height. Fences along the side lot lines must not exceed six (6) feet in height and must have an appearance similar to that of the dwelling house on said Lot. The plans for the construction of any fence and its location on any Lot must be approved in writing by the Boyle Plantation Architectural Review Board prior to fence being erected on the Lot. Any fence erected on any Lot must also comply with the regulations of Dorchester County or the applicable governmental authority and the law of the State of South Carolina where applicable property.

Paragraph change in the Community Design would read as follows:

Fences and Walls:

c. Fences constructed on the rear and side of the dwelling shall not exceed six (6) feet in height. Front yard fences are not permitted on any lot past the front of any dwelling of any lot.

AMENDMENT 3: Paragraph 33 of the Restrictive Covenants shall now read as follows:

Amenities: The Association will be responsible for the maintenance and upkeep of any common areas, the entrance, and any other amenities the Association adds to the Development. The Homeowners' Association Dues for each lot shall be Four Hundred Fifty and No/100 (\$450.00) per year. The

Association may increase the Homeowners Association Dues by Two and One-Half (2 ½ %) percent per year or as approved by a majority of the Lot Owners.

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

IN WITNESS WHEREOF, Boyle Plantation Homeowner's Association has caused these presents to be executed by its duly authorized officer as of the day and year first above written

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

BOYLE PLANTATION HOMEOWNERS ASSOCIATION

Dave DuBoise
Witness #1
Alice Norton
Witness # 2

Joseph F. Kuhlmann, III
BY: Joseph F. Kuhlmann, III
ITS: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

Personally appeared before me, *Dave DuBoise*, who, on oath, states that (s)he saw the within named Boyle Plantation Homeowners Association, by Its President, Joseph F. Kuhlmann, III, sign the within Seventh Amendment to the Restrictive Covenants Applicable to Boyle Plantation, and as its act and deed, deliver the within written instrument, and that (s)he with *Alice Norton*, Notary Public for South Carolina, witnessed the execution thereof.

Dave DuBoise

Sworn to before me this
16 Day of *December*, 2009
Alice Norton
Notary Public for South Carolina
My Commission Expires: *5/24/2016*