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RESTRICTIVE COVENANTS AMEND  
RECORDING FEES \$25.00

PRESENTED & RECORDED:

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ANGIE M BRYANT  
CLERK OF COURT  
YORK COUNTY, SC  
BY: CASSI REDDEN CLERK

(Above Space for Recording Information)

Prepared by and return to:  
D'Agostino Law Firm  
25 W. Liberty Street  
York, SC 29745

FOURTH AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF IRONGATE FARM

**Whereas**, the property within the subdivision is governed by that certain Declaration of Covenants, Conditions and Restrictions for Irongate Farm, the same being dated April 12, 2008 and recorded May 9, 2008 in Record Book 10033 at Page 192, Office of the Clerk of Court for York County, and any Amendments or Restatements thereto, which shall herein be referred to as the "Restrictions"; and

**Whereas**, pursuant to Article 10, Section 10.3.3 of the First Amendment to the Restrictions, so long as Declarant owns at least one Lot in the subdivision, Declarant shall have, at any time, the right to further amend the Restrictions. Any such amendment made solely by Declarant shall be effective when signed by Declarant and duly recorded in the Office of the Clerk of Court for York County, South Carolina. As long as Declarant owns at least one lot in the subdivision, this new section 10.3.3 cannot be amended without Declarant's consent; and

**Whereas**, Declarant owns at least one property in Irongate Farm Subdivision; and

**Now therefore, know all men by these presents**, the Declarant hereby declares the following Amendments to the Restrictive Covenants and/or the First, Second and Third Amendments to the Restrictions for Irongate Farm subdivision:

**Article 10, Section 3 (First Amendment B 10.3.3 and 10.3.4)**

These new provisions shall be and hereby are added to Article 10, Section 3:

10.3.5 The Declarants requirement to consent to amend the Declaration shall expire 5 years from the date this fourth amendment is signed, so long as Declarant owns at least one lot.

**Declaration of Covenants, Conditions and Restrictions 9.1.1 Equestrian Lot**

10.3.3 Currently reads as follows:

“The Equestrian Lot may be used as a barn and equestrian center, which may be operated as commercial enterprise, equestrian center and the owner thereof, and such owner’s invitees, shall be entitled to use all roads and common areas and facilities within the Planned Community’s Common Areas, including, without limitation, all equestrian trails.”

10.3.3 is Amended to read as follows (Strike “and such owner’s, invitees”)

“The Equestrian Lot may be used as a barn and equestrian center, which may be operated as commercial enterprise, equestrian center and the owner thereof shall be entitled to use all roads and common areas and facilities within the Planned Community’s Common Areas, including, without limitation, all equestrian trails. Only the owner and his/her personal guests are entitled to use the equestrian trails. No commercially boarded horse/horse owner shall be entitled to use of roads, common areas or trails.”

#### **Declaration of Covenants, Conditions and Restrictions 1.14 Lots in Use**

The current Condition shall remain enforceable, however, in addition to the current Conditions and Restrictions for 1.14 Lot in Use the following shall be added:

“Any lot that is under construction shall be deemed as a lot in use if the construction exceeds the allowable schedule for completion as described in the Architectural Guidelines.”

#### **Second Amendment Section 9.4 Fences**

Section 9.4 (Fences) currently reads as follows:

“No fence or wall shall be erected on any residential Lot closer to any street than the front or side building setback line. Chain-link fencing is not permitted unless expressly approved by the Declarant or the Architectural Committee. Any fence or wall installed within the Planned Community must meet all requirements of the Zoning Ordinance and must be approved as provided in Section 8, above. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots nor to any fence installed by the Declarant within the Equestrian Lot or at any entrance to or along any street within the Planned Community.”

Section for 9.4 (Fences), is amended to read as follows:

“No fence or wall shall be erected on any residential Lot closer to any street than the front or side building setback line. Chain-link fencing is not permitted unless expressly approved by the Declarant or the Architectural Committee. Any fence or wall installed within the Planned Community must meet all requirements of the Zoning Ordinance and must be approved as provided in Section 8, above. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots nor to any fence installed by the Declarant within the Equestrian Lot or at any entrance to or along any street within the Planned Community.

No fence or wall shall be erected on any residential lot closer to any street than the rear wall of the primary residence. On any corner lot, no fence or wall shall be erected

closer to the side street than the applicable front set back line. Declarant shall have the discretion to grant minor variations so as to meet the topographical exigencies of a given lot or in order to save an older growth tree(s). Any request for a minor variation must be submitted in writing to the Architectural Review Committee and attend a hearing with the Architectural Review Committee and Board of Directors to discuss the need for a variance. In any event, no boundary fence or wall shall be erected on any lot closer to any street than the end of the garage door furthest from the street."

## **Second Amendment Section 9.2.1 Garages**

Section 9.2.1 currently reads as follows:

"Garages in the subdivision shall be side or rear load only. Forward facing garages are not permitted. If garages have more than two garage doors, as in a 3<sup>rd</sup> bay, the third bay garage door must be inset to break the garage side elevation. Detached garages and auxiliary buildings shall be permitted provided that no such detached garage or auxiliary building shall be larger than 1,200 square feet. Any detached garage or auxiliary building must be constructed of similar material, design and color as the primary residence. The roof pitch for all such detached/auxiliary buildings shall be a minimum of 7.12. The provisions of Section 8.1 of the Restrictions apply to all detached garages and auxiliary buildings in that the "nature, kind, shape, heights, materials, color and location of same shall be submitted to and approved in writing by the Declarant."

Section 9.2.1 Garages is Amended as follows:

"Garages in the subdivision shall be side or rear load only. Forward facing garages are not permitted. If garages have more than two garage doors, as in a 3<sup>rd</sup> bay, the third bay garage door is required to be inset to break the garage side elevation. Detached garages and auxiliary buildings shall be permitted provided that no such detached garage or auxiliary building shall be larger than 1,200 square feet. Any detached garage or auxiliary building must be constructed of similar material, design and color as the primary residence. The roof pitch for all such detached/auxiliary buildings shall be a minimum of 7.12. The provisions of Section 8.1 of the Restrictions apply to all detached garages and auxiliary buildings in that the "nature, kind, shape, heights, materials, color and location of same shall be submitted to and approved in writing by the Architectural Review Committee.

Front facing golf cart/accessory storage areas attached to the main body of the house may be allowed. Such storage cannot be used to house any automobile or truck and will be limited to one door. The maximum allowable square footage will be 160 square feet."

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 14 day of November, 2023.

Irongate Farm, LLC

[Signature]  
(Witness #1)

[Signature]  
(Witness #2)

By: Kathy H. Spencer

Its: Co-Manager

State of South Carolina     )  
  )  
County of York                 )

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Kathy A. Spencer as Managing Member of Irongate Farm, LLC, personally appeared before me this 18 day of November, 2023 and acknowledged the due execution of the foregoing instrument, and acknowledged this authority to sign on behalf of the company.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 3-27-23

