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RESTRICTIVE COVENANTS AMEND
RECORDING FEES \$25.00

PRESENTED & RECORDED:

02-21-2020 08:53:43 AM

BK: RB 18088

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DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, SC

BY: REGINA PRUITT CLERK

**SECOND AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
IRONGATE FARM**

WHEREAS, Irongate Farm, LLC (hereinafter referred to as "Declarant"), is the owner of a majority of the lots in the restricted York County subdivision known as Irongate Farm, the same being shown and described on a plat entitled, "Final Subdivision Plat for Irongate Subdivision", recorded in Plat Book D-308 at page 10 (hereinafter referred to as either the "Property" or the "Subdivision"), and

WHEREAS, the Property is made subject to and is governed by that certain *Declaration of Covenants, Conditions and Restrictions for Irongate Farm* the same being dated April 23, 2008, recorded May 9, 2008, in Record Book 10033 at page 192 in the Office of the Clerk of Court for York County, which shall hereinafter be referred to as the "Restrictions", and

WHEREAS, the Restrictions have heretofore been amended by instrument dated April 23, 2018, and recorded April 24, 2018, in Record Book 16938 at page 75 in the Office of the Clerk of Court for York County, which shall hereinafter be referred to as the "First Amendment", and

WHEREAS, pursuant to Article 10, Section 10.3.1., of the Restrictions, and Section 5.A., of the First Amendment, owners of at least 67% of all Lots in the Subdivision, may amend the Restrictions, and

WHEREAS, as of the date hereof, Declarant owns 28 of the 30 lots in the Subdivision, which is 93.33% of the total thereby giving Declarant the right to amend the Restrictions, and

WHEREAS, the First Amendment provides that "for so long as Declarant owns at least one Lot in the subdivision, Declarant shall have the right to further amend the Restrictions at any time", and,

WHEREAS, it is Declarant's intent to hereby exercise his right to amend the Restrictions,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, the Restrictions and First Amendment for Irongate Farm subdivision are hereby amended as follows:

1. The following shall be added to Article 5 of the Restrictions, shall be designated as Section 5.11., and shall read as follows:

5.11. Capital Contribution. Upon the sale or resale of any lot, and upon the sale or resale of any constructed home in Irongate Farm subdivision, the purchaser thereof shall pay the sum of \$350.00 to the Association as a capital contribution which shall be applied in accordance with the provisions of Section 5.2 of the Restrictions. This capital contribution is deemed to be included in, and shall be added to, the definition of "Assessments" as provided in Section 5.1.1. of the Restrictions and enforceable as such as provided in the Restrictions.

2. Article 8, Section 8.1, "Architectural Control", is amended so that the Declarant shall have the right to charge a reasonable fee, not to exceed **\$250.00**, for receiving and processing each application.

3. The following shall be added to Article 8 of the Restrictions, shall be designated as Section 8.1.1., and shall read as follows:

8.1.1. Exterior Materials. The only materials that can be used for the exterior of homes and detached buildings constructed in the subdivision, or any additions subsequently made thereto, shall be painted, stained or veneered with wood, brick, stone and/or cement board. If wood or cement board is used it shall consist of individual boards no more than twelve (12) inches wide. Board and batten is acceptable. Vinyl may be used as accents and soffits. No exposed concrete block is permitted. Exposed foundations must be faced with either brick, stone or stucco. The provisions of Section 8.1. of the Restrictions apply to all exterior materials to be used in that the "nature, kind, shape, heights, materials, color and location of same shall [be] submitted to and approved in writing by the Declarant."

4. Article 9, Section 9.2 of the Restrictions, and Section 4.A. of the First Amendment, are hereby deleted and the following substituted in their place:

9.2. Dwelling Size. The minimum heated square footage of a residential dwelling constructed in Irongate Farm shall be no less than 2,500 square feet.

5. The following shall be added to Article 9 of the Restrictions, shall be designated as Section 9.2.1., and shall read as follows:

9.2.1. Garages. 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 3rd 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."

6. Article 9, Section 9.4. of the Restrictions is hereby deleted and the following substituted in its place:

9.4 Fences. 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 to save an older growth tree(s). Any fence or wall must meet all applicable Zoning Ordinances. The provisions of Section 8.1. of the Restrictions apply to all fences and walls in that the “nature, kind, shape, heights, materials, color and location of same shall [be] submitted to and approved in writing by the Declarant.”

Nothing in this section 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 Subdivision.

The following specific restrictions shall apply to all fences:

- (I). Fences shall be split rail, black ornamental wrought iron style, or shadow box. Chain link fencing is not permitted.
- (ii). Fences shall not exceed six (6) feet in height.
- (iii). Pool fences shall be of a decorative type and screened with appropriate greenery and landscaping.
- (iv). All owners must maintain their respective fences in good, neat and attractive condition including repainting and/or re-staining, repairing and/or replacing defective parts.

7. The following shall be added to Article 9 of the Restrictions, shall be designated as Section 9.10.1., and shall read as follows:

9.10.1. Solar Panels. Panels used for the collection of sunlight for conversion to electrical power (Solar Panels) are permitted in the Subdivision subject to the following restrictions:

- (I). All solar panels, whether attached to the roof of the main residence, or attached to any detached garage or auxiliary building, shall be flush mounted and the color of the same shall match the color of the roofing material.
- (ii). Ground mounted Solar Panels shall be located to the rear of the main residence.
- (iii). Whether roof mounted or ground mounted, Solar Panels shall not be visible from the street.
- (iv). All Solar Panels shall be maintained in good, neat and operating condition. Any cracked or non-functioning Solar Panels shall be removed or replaced.
- (v). The provisions of Section 8.1. of the Restrictions apply to all Solar Panels in that the “nature, kind, shape, heights, materials, color and location of same shall [be] submitted to and approved in writing by the Declarant.”

8. **Second Amendment Governs.** All other terms, provisions and conditions of the Restrictions and the First Amendment shall remain in full force and effect except as modified hereby. In the event of any conflict between the terms, provisions, and conditions of the Restrictions and First Amendment, and the terms, provisions and conditions of this Second Amendment, the terms, provisions and conditions of this Second Amendment shall control.

9. **Restatement of Enforceability.** Declarant hereby restates his intent that the terms, provisions and conditions of the Restrictions, First Amendment and this Second Amendment shall touch and concern the land and shall run with the land and shall be enforceable in accordance with the terms, provisions and conditions thereof unless and until amended as provided therein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 20th day of FEBRUARY, 2020.

Irongate Farm, LLC
a South Carolina Limited liability company

By: _____

Bobby L. Heffner
Managing Member

Julie H. Baber
WITNESS #1

Julie H. Baber
WITNESS #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Bobby L. Heffner, as Managing Member of Irongate Farm, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, and acknowledged his authority to sign on behalf of the company.

Executed this the 20th day of FEBRUARY, 2020.

Julie H. Baber (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 1-10-2023

