

RESTR COVEN
RECORDING FEES

\$25.00

PRESENTED & RECORDED:

10-13-2020 02:58:05 PM

BK: RB 18655

DAVID HAMILTON
CLERK OF COURT

PG: 268 - 270

YORK COUNTY, SC
BY: ABIGAYLE LANIER CLERK

**THIRD 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 also by instrument dated February 20, 2020, and recorded in Record Book 18088 at page 496 in the Office of the Clerk of Court for York County, which shall hereinafter be referred to as the "Second 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 22 of the 30 lots in the Subdivision, which is 73% of the total thereby giving Declarant the right to amend the Restrictions, and

WHEREAS, the First Amendment further 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 the First and Second Amendments for Irongate Farm subdivision are hereby amended as follows:

1. **Capital Contribution.** Section 5 of Article 5 of the Restrictions was amended by the Second Amendment by adding a new Section 5.11 thereto which called for the payment of a Capital Contribution to the Homeowners' Association in the amount of \$350.00, the same to be paid upon the sale or resale of any lot, and upon the sale or resale of any constructed home in Irongate Farm subdivision. The same is hereby amended so that a Capital Contribution fee in the amount of \$500.00 shall be paid to the Homeowners' Association upon the sale or resale of any lot, and upon the sale or resale of any constructed home in Irongate Farm subdivision, 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. **Third Amendment Governs.** All other terms, provisions and conditions of the Restrictions the First Amendment and Second 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, First and Second Amendments, and the terms, provisions and conditions of this Third Amendment, the terms, provisions and conditions of this Third Amendment shall control.

3. **Restatement of Enforceability.** Declarant hereby restates his intent that the terms, provisions and conditions of the Restrictions, First Amendment, Second Amendment and this Third 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 5 day of OCT, 2020.

Irongate Farm, LLC
a South Carolina Limited liability company

By:


Bobby L. Heffner
Managing Member


WITNESS #1

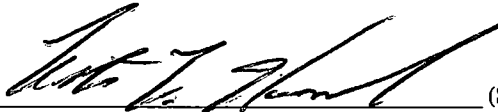

WITNESS #2

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 5 day of October, 2020.


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

