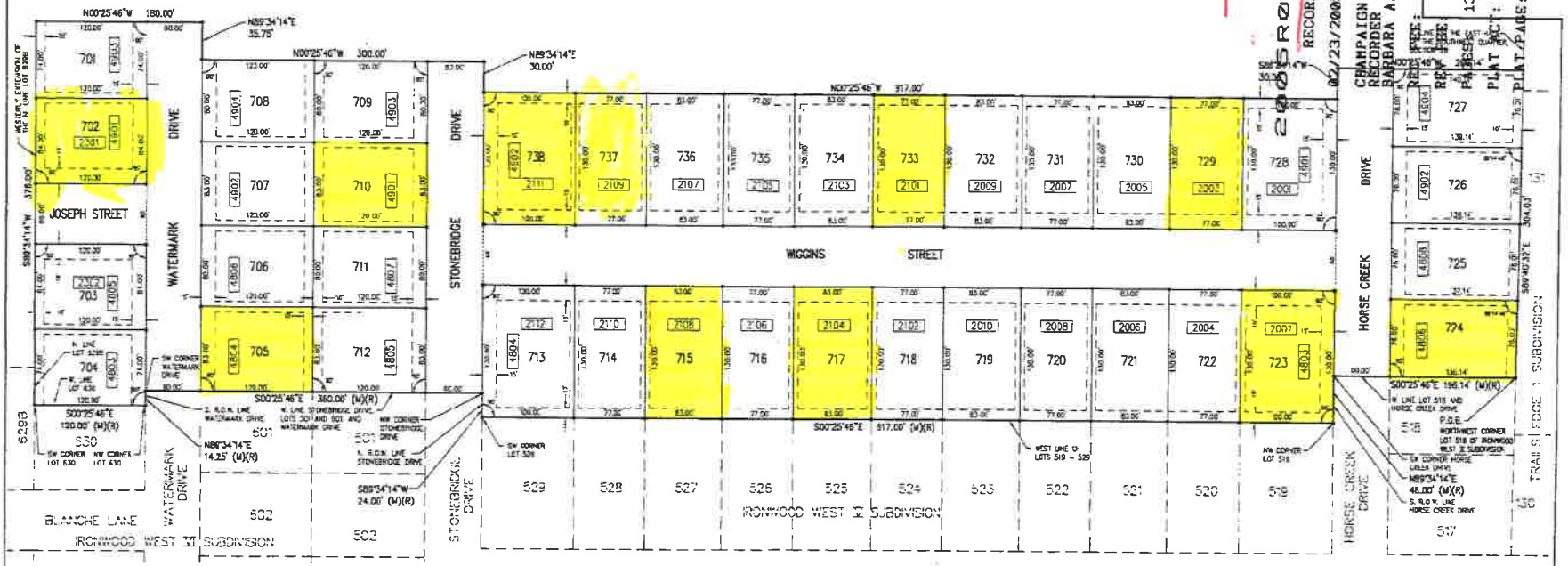
2005R04799

IRONWOOD WEST VII SUBDIVISION

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF
SECTION 20, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE
THIRD PRINCIPAL MERIDIAN, CITY OF CchampaIGN, CHAMPAIGN COUNTY, ILLINOIS

2005R04799
RECORDED ON
02/23/2005 12:57:12PM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
FEES: 75.00
RHSP FEE: 13
PAGES: 1
PLAT ACT:
PLAT/PAGE: 1



SURVEYOR'S DECLARATION

I HAVE SURVEYED AND PREPARED THIS PLAT OF THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 516 IN IRONWOOD WEST II SUBDIVISION, RECORDED AS DOCUMENT NO. 2004R02719 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; FROM SAID POINT OF BEGINNING, THENCE SOUTH 00° 25' 46" EAST 196.14 FEET ALONG THE WEST LINE OF SAID LOT 516 AND THE WEST LINE OF HORSE CREEK DRIVE IN SAID SUBDIVISION TO THE SOUTHWEST CORNER OF SAID HORSE CREEK DRIVE; THENCE NORTH 89° 34' 14" EAST 46.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HORSE CREEK DRIVE TO THE NORTHWEST CORNER OF LOT 518 IN SAID SUBDIVISION; THENCE SOUTH 00° 25' 46" EAST 317.00 FEET ALONG THE WEST LINE OF SAID LOT 518 AND THE WEST LINE OF LOTS 519 THROUGH 529, INCLUSIVE, IN SAID SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 529; THENCE SOUTH 89° 34' 14" WEST 24.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF STONEBRIDGE DRIVE IN SAID SUBDIVISION TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00° 25' 46" EAST 360.00 FEET ALONG THE WEST LINE OF SAID STONEBRIDGE DRIVE AND LOT 501 IN SAID SUBDIVISION AND THE WEST LINE OF LOT 501 AND WATERMARK DRIVE, BOTH BEING IN IRONWOOD WEST IX SUBDIVISION, RECORDED AS DOCUMENT NO. 2005R04798, IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS TO THE SOUTHWEST CORNER OF SAID WATERMARK DRIVE; THENCE NORTH 89° 34' 14" EAST 14.25 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF SAID WATERMARK DRIVE TO THE NORTHWEST CORNER OF LOT 630 IN SAID IRONWOOD WEST IX SUBDIVISION; THENCE SOUTH 00° 25' 46" EAST 120.00 FEET ALONG THE WEST LINE OF SAID LOT 630 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89° 34' 14" WEST 378.00 FEET ALONG THE NORTH LINE OF LOT 629B IN SAID IRONWOOD WEST IX SUBDIVISION AND THE WESTERLY EXTENSION THEREOF; THENCE NORTH 00° 25' 46" WEST 180.00 FEET; THENCE NORTH 89° 34' 14" EAST 35.75 FEET; THENCE NORTH 00° 25' 46" WEST 300.00 FEET; THENCE NORTH 89° 34' 14" EAST 30.00 FEET; THENCE NORTH 00° 25' 46" WEST 317.00 FEET; THENCE SOUTH 89° 34' 14" WEST 30.00 FEET; THENCE NORTH 00° 25' 46" WEST 200.14 FEET TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 88° 40' 32" EAST 304.03 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 11.96 ACRES, MORE OR LESS

THIS PROPERTY HAS BEEN SUBDIVIDED INTO 38 LOTS NUMBERED 701 THROUGH 738, INCLUSIVE, THE STREETS AND EASEMENTS AS SHOWN. SAID SUBDIVISION IS TO BE KNOWN AS "IRONWOOD WEST XII SUBDIVISION", CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.

THIS PROPERTY LIES WITHIN ZONE "C", AREAS OF MINIMAL FLOODING, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR CHAMPAIGN COUNTY, ILLINOIS, COMMUNITY PANEL No. 170894 0175 B WITH AN EFFECTIVE DATE OF MARCH 1, 1984.

WITNESS MY HAND AND SEAL THIS 10TH DAY OF SEPTEMBER, 2004.

FARNSWORTH GROUP, INC.
1819 S. NEIL STREET, SUITE F
CHAMPAIGN, IL 61820

BY: _____
CRAIG S. WALLACE
PROFESSIONAL LAND SURVEYOR NO. 3531

DATE: 9-10-2004
EXP. DATE: 11-30-2006
DESIGN FIRM REGISTRATION NO. 184-001056

NOTES:

1. IRONWOOD WEST XII SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.
2. IRONWOOD WEST XII SUBDIVISION IS SUBJECT TO AN ANNEXATION AGREEMENT BETWEEN THE CITY OF CHAMPAIGN AND THE OWNERS.
3. IRONWOOD WEST XII SUBDIVISION IS LOCATED WITHIN THE FOUNTAIN HEAD DRAINAGE DISTRICT.
4. BEARINGS SHOWN ON THIS PLAT REFER TO BEARINGS SHOWN ON IRONWOOD WEST IX SUBDIVISION RECORDED AS DOCUMENT NO. 2004R02719 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS
5. SEE CITY OF CHAMPAIGN ZONING ORDINANCE FOR BUILDING SETBACK REQUIREMENTS AND OTHER INFORMATION.
6. STORMWATER DETENTION FOR THIS SUBDIVISION IS PROVIDED BY THE EXISTING DETENTION BASIN LOCATED ON LOT 300 OF IRONWOOD WEST IX SUBDIVISION AND BY A PROPOSED EXPANSION OF SAID DETENTION BASIN AS PART OF THE IRONWOOD WEST IX ENGINEERING PLANS.
7. IRONWOOD WEST XII SUBDIVISION DOES NOT LIE WITHIN 500 FEET OF A WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE
8. AT THE REQUEST OF THE CITY OF CHAMPAIGN, NO BUILDING SETBACKS HAVE BEEN SHOWN ON THIS PLAT

0 50 100
1"=50'

LEGEND

- BOUNDARY OF SUBDIVISION
- UTILITY EASEMENT AND DRAINAGE EASEMENT LIMITS LINE WHICH EXTENDS 5' FROM LOT LINE UNLESS NOTED OTHERWISE
- SET OR RECOVERED 5/8" DIAMETER BY 30" LONG IRON ROD WITH PLASTIC CAP STAMPED "FARNSWORTH GROUP"
- SET 5/8" DIAMETER BY 30" LONG REBAR WITH PLASTIC CAP STAMPED "FARNSWORTH GROUP" IN CONCRETE
- (R) RECORDED
- (M) MEASURED
- 2110 STREET ADDRESS AS ASSIGNED BY THE CITY OF CHAMPAIGN ENGINEERING DEPARTMENT
- P.O.B. POINT OF BEGINNING

OWNER/DEVELOPER:
IRONWOOD WEST, LLC
NO. 7 DUNLAP COURT
SAVOY, IL 61874
(217) 355-8900

By: _____

ENGINEER/SURVEYOR:
FARNSWORTH GROUP, INC
1819 SOUTH NEIL STREET, SUITE F
CHAMPAIGN, ILLINOIS 61820
(217) 352-7406

APPROVED:
THE CITY COUNCIL OF THE CITY OF CHAMPAIGN, ILLINOIS IN ACCORDANCE WITH COUNCIL BILL NO. 2004-264
DATE: 09.21.04
BY: _____ (MAYOR)
ATTEST: _____ CITY CLERK

SW 1/4 SEC. 20, T.19N., R.8E., 3P.M.

Farnsworth GROUP
1819 S. NEIL STREET, SUITE F
CHAMPAIGN, ILLINOIS 61820
(217) 352-7406 / (217) 355-7406 Fax

IRONWOOD WEST XII SUBDIVISION
FINAL PLAT

Drawn: KET Date: 08-10-04
Checked: TP Book No: CU0

Sheet No: 1 OF 1
Project No: 103679 File No: 103879

2005R04799
RECORDED ON
02/23/2005 12:57:12PM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 75.00
REV FEE:
PAGES: 13
PLAT ACT:
PLAT PAGE: 1

Prepared by and return to:
Kelly E. Ford
Lietz Banner Ford LLP
1605 S. State St., Ste. 103
Champaign, IL 61820
(217) 353-4900

Above Space for Recorder's Use Only

IRONWOOD WEST VII SUBDIVISION
PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS

STATE OF ILLINOIS)
) **SS.**
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

IRONWOOD WEST LLC, an Illinois limited liability company, being the sole owner of the real estate hereinbefore described in the surveyor's certificate on the face of the plat for Ironwood West VII Subdivision, Champaign County, Illinois, has caused the same to be surveyed by Chad E. Wallace, Illinois Professional Land Surveyor No. 3521, and has subdivided said real estate into lots, streets, and commons, said subdivision to be known as Ironwood West VII Subdivision.

Each of said lots in said subdivision on which there appears a broken line designated as "easement line," which is hereby dedicated to the public for public general utility and drainage purposes for the installation and maintenance of gas, telephone and power lines, water and sewers, drainage and any other utilities which may be needed for the benefit of any or all of the lots in said subdivision and for the public.

The undersigned hereby irrevocably conveys, dedicates and relinquishes unto the public for public use, forever, the streets and rights of way shown on said plat for public use.

SCHOOL DISTRICT STATEMENT

Pursuant to 765 ILCS 205/1 the undersigned states that to the best of their knowledge the school district in which the premises lie is Champaign Unit 4.

COVENANTS AND RESTRICTIONS

It is hereby provided that all conveyances of property hereafter made by the present or future owners of any of the lands described in the aforesaid surveyor's certificate, shall, by adopting the description of said platted lands as Ironwood West VII Subdivision be taken and understood as if incorporating in all such conveyances, without repeating the same, the following restrictions which are applicable to each tract of land described in said surveyor's certificate, to wit:

1. **DEFINITIONS.** For the purpose of this declaration, certain words and terms are hereby defined:

Accessory buildings: Separate buildings located on the same building site and which are incidental to the main building or to the main use of the premises.

Building area: That portion of a building site within which the construction and maintenance of main buildings is permitted.

Building site: At least 95% of one entire lot as platted upon which one, and only one, dwelling, together with accessory buildings, may be built.

Dwelling: The main building on any building site. The dwelling is to be designed for and is to be used exclusively for a residence.

Dwelling Unit: A structure or portion thereof designed and constructed for the residential use of one family.

Family. A group of persons living together as a single housekeeping unit in which not more than two of the persons are unrelated by blood, marriage or adoption.

Ground floor area: That portion of a dwelling which is built over a basement or a foundation but not over any other portion of the dwelling.

Structure: Any building, planting, dwelling, fence, excavation or any other thing or work on the real estate (including, but not limited to, antenna systems).

Developer: The developer is Ironwood West LLC, its successors or assigns, having a principal office at #7 Dunlap Ct., Savoy, IL 61874.

Common Areas: All areas to be conveyed to and owned by the Ironwood West Homeowners' Association as defined by the Plat upon completion by the Developer of all required public improvements located in such Common Areas.

Ironwood West Subdivisions: Any and all subdivisions which belong to and are governed by the Ironwood West Homeowners' Association.

Architectural Control Committee: A designated body with the authority to approve or disallow the placement of any structure on a building site.

2. **BUILDING AREA.** All buildings shall be placed back of the building setback lines as shown on the plat and no closer than 15 feet from the rear lot line. Eaves, steps and open porches shall not be considered as part of a building, The Architectural Committee shall have the privilege of approving or disapproving any such extensions beyond the building limit line.

3. **ALLOWABLE STRUCTURES.** No structures shall be erected, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two stories in height, a private garage for not less than two nor more than three cars and other outbuildings incidental to a residential use of the premises.

4. **MINIMUM GROUND AREA REQUIREMENTS.** No main structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches and garages, is less than the minimum square feet of floor area prescribed as follows: In the event that such building is of one story, it shall contain not less than 2000 square feet of ground floor area; in the event that such building is of one and one-half stories or two stories, it shall contain not less than 2,200 square feet. All residential units shall be constructed with either basement or crawl space under at least 70% of the heated ground floor area. The garage to be constructed on each lot shall contain adequate space for storing property ordinarily stored in garages.

5. **PERMISSIBLE BUILDING AND ORDER OF CONSTRUCTION.** All buildings erected on any building site shall be constructed of new material of good quality suitably adapted to use in the construction of residences; and no old building or buildings shall be placed on, or moved to, said premises, nor shall used or reclaimed material be employed in any construction thereon. No living units shall be constructed with pre-assembled interior wall treatment, excepting ordinary drywall constructed with joints taped on the site. Accessory buildings shall not be erected, constructed or maintained prior to the erection or the construction of the dwelling.

6. **MAINTENANCE OF LOTS AND NUISANCES.** No noxious or offensive activity, and no activity which shall be deemed by the Architectural Committee to constitute a nuisance, shall be carried on upon any lot and no lot owner shall allow weeds, rubbish or debris of any kind to accumulate on or be placed upon any property in the subdivision so as to make the same unsanitary, unsightly, offensive or detrimental to the value of any other property in the subdivision, or to the enjoyment of the occupants thereof; and if the owner of any lot permits weeds, rubbish or debris to accumulate thereon, the Developer or the Ironwood West Homeowners Association may cause the same to be removed and charge the cost of removal to the owner of such lot.

7. **SIGNS.** Signs may only be placed upon lots in this subdivision if such signs comply with the provisions of the Champaign, Illinois Zoning Ordinance applicable to the R-2 zoning classification.

8. **PETS.** Not more than two dogs, cats or other domestic house pets shall be kept on any lot in the subdivision and the same shall not be kept for breeding or commercial purposes.

9. **BOAT AND MOTOR VEHICLE PARKING AND REPAIR.** No boats, motor homes, campers or trailers, shall be parked anywhere in the subdivision (including the streets of the

subdivision) for more than 24 hours unless such vehicle is parked in a garage. Automobile parking is permitted only in garages, on paved driveways and upon the paved portions of the public street. No owner, occupant or guest of an owner or occupant shall be permitted to park in anyplace except as provided herein. No repair work, maintenance or painting shall be done on any vehicle, except on a vehicle while parked in the garage on the lot of the owner of the vehicle.

10. **DRAINAGE AND LOT CONTOUR.** The platted lots shall substantially retain their original contours and no excavation or filling shall be undertaken on any of the lots in the subdivision which substantially varies the contour of the lot as originally platted, except with the written permission of the Architectural Committee. During construction, all dirt from excavation shall be confined to the lot on which the excavation is made or stockpiled in an area approved by the Architectural Committee. Nothing (except permitted fences and buildings) shall be placed upon any lot in such a way that it will interfere with the natural surface drainage of the subdivision. Rough grading of the site shall be completed by the time framing starts. In the event of a violation of any of the provisions of this paragraph, the architectural committee may give notice of such violation to the lot owner, builder or contractor, who shall then correct the same within a period of seven days from the receipt of such notice, and if he or she does not do so, the Architectural Committee may take such corrective measures as they deem appropriate and the cost of such work, and any legal proceedings instituted to enforce this covenant, shall be paid by the lot owner or owners who are found to have failed to comply with this restriction.

11. **COMPLETION OF CONSTRUCTION.** The construction of any building or structure upon any lot shall proceed diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and in any event shall be completed within a period of twelve months from the date the footings were excavated. No such building or structure shall be occupied during the course of the original exterior construction.

When required by applicable ordinances of any appropriate governmental agency, no structure shall be occupied until an occupancy permit has been issued by it.

12. **FENCING.** No fence having an overall height of more than three feet shall be constructed or allowed to remain on any lot between any public street and the building setback line and all shrubs and hedges located between any public street and the building setback line shall be kept trimmed so as not to exceed three feet in height.

13. **YARD.** A yard light shall be installed in the front yard of the lot occupied by the dwelling, which light shall be equipped with a photoelectric cell to turn it on automatically during the hours of darkness.

14. **LANDSCAPING.** As goon as weather permits after the construction of a residence on any lot in this subdivision, the owner shall sod the front yard and shall sod or seed the remaining yard space, and shall plant two 2-inch diameter hardwood trees in the front yard. In addition to the foregoing, the owner of a corner lot shall sod the yard adjacent to both streets to the front of the house.

15. **ARCHITECTURAL COMMITTEE.** An Architectural Committee composed of Nick Taylor, Randy Peifer, and William Peifer is hereby appointed. in the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee shall have the authority to appoint an agent to act in its behalf and to delegate to such agent all powers and, duties given to the architectural committee herein. The designation of such agent shall be by written instrument which shall be recorded in the Recorder's Office of Champaign County, Illinois. When two-thirds of the lots in the subdivision have been sold, the record owners of the lots in the subdivision shall have the authority, expressed through an instrument executed by a majority of the

owners of the lots in the subdivision and placed of record with the office of the Recorder of Deeds of Champaign County, Illinois, to change the membership of the committee or to withdraw from it any of its powers and duties. Any member of the committee shall have the authority to act for the committee.

16. **BUILDING PLANS.** No building, dwelling, fence, sidewalk, wall, drive, tent, awning, sculpture, poll, hedge, mass planting or other structural excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the construction, nature, kind, shape, height, material and color scheme thereof, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and the grading plan and the erosion control plan for the building site shall have been submitted to and approved by the Architectural Committee, and until a copy of such plans and' specifications, plot plan and grading plan as finally approved is deposited for permanent record with the Architectural Committee.

17. **APPROVAL BY ARCHITECTURAL COMMITTEE.** The Architectural Committee shall, upon request, issue its certificate of completion and compliance or approval following the action taken by the committee on such approval. if the committee fails to approve or reject any plan or matter requiring approval within 30 days after plans or specifications have been submitted to it, or in the event that no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

18. **RIGHT OF INSPECTION.** During any construction or alteration required to be approved by the Architectural Committee, any member of the Architectural Committee or any agent of such committee shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said subdivision, and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

19. **WAIVER AND LIABILITY.** The approval by the Architectural Committee of any plans and specifications, plot plan, grading, planning or any other plan or matter requiring approval as herein provided shall not be deemed to be a waiver by the said committee of its right to withhold approval as to similar or other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither said committee nor any member thereof nor any homeowners association or the present owner of said real estate shall be in any way responsible or liable for any lose or damage, for any error or defect, which may or may not be shown on any plans and specifications, or any plot or grading plan, or planting or other plan, or any building or structural work done in accordance with any other matter, whether or not the same has been approved by the said committee or any members thereof, or any homeowners association, or the present owner of said real estate.

20. **CONSTRUCTIVE EVIDENCE OF ACTION BY ARCHITECTURAL COMMITTEE.** Any title company or person certifying, guaranteeing or insuring title of the building site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Committee, or any agent thereof appointed in accordance with the provisions of paragraph 15, and said certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.

21. **HOMEOWNERS ASSOCIATION.** All lot owners shall be members of the Ironwood West Homeowners Association and shall be bound by any articles of incorporation, by-laws and reasonable rules and regulations of said association. Each owner or member shall be subject to assessment for annual dues. The obligation of assessments is imposed against each owner and becomes a

lien upon said owner's land in Ironwood West VII Subdivision against which such assessments are made. Defaulting members shall be liable to the association for all costs and expenses including attorney's fees incurred by the association in collecting unpaid assessments. The association shall have the following powers:

A. Authority to enforce these covenants;

B. Authority to levy dues assessments.

If additional subdivisions are platted by Developer, or its assigns, in the East Half of the Southwest Quarter and the entire Southeast Quarter of Section 20, Township 19 North, Range 8 East of the Third Principal meridian in Champaign County, Illinois, with the word "Ironwood West" in the name of the subdivision, the developers of said subdivision may make lot owners in said subdivisions members of the Ironwood West Homeowners Association.

A primary purpose of said Association will be to provide for the ownership, development and maintenance and upkeep of the common areas and storm water detention basins of Ironwood West Subdivisions, as well as any under drains and appurtenances constructed within such subdivisions. Upon completion of the detention basin improvements, the Developer shall convey lots containing detention basins to the Homeowners Association, and the Association shall accept such conveyance and assume all maintenance responsibility for the basins. Such conveyance shall be subject to any easement held by the Fountainhead Drainage District.

The costs of maintaining detention basins within Ironwood West Subdivisions shall be shared equally by each subdivision based upon the ratio of the square footage of such subdivision divided by the total square footage of all subdivisions utilizing the basins. Each lot owner shall be subject to and share equally in the payment of an annual assessment for annual dues to the Association in such amounts and at such times as determined by the Board of Directors.

The common areas developed in the Ironwood West Subdivisions shall be subject to the rules and regulations established by the Ironwood West Homeowners Association, and the use of common areas and common facilities which may be provided by the Developer from time to time shall be subject to the rules and regulations established by said Homeowners' Association.

The Homeowners' Association shall have the power to make agreements with park districts, not-for-profit corporations, or any other municipal government for the maintenance of any common areas and shall have the power to convey any said common areas to said municipal government or park district subject to a vote of the majority of the Homeowners' Association, provided said property is within the jurisdictional boundaries of such municipal government or park district.

The Homeowners' Association shall establish a publicly listed telephone number and post office box in the municipality to which the subdivisions are annexed, both to be maintained and monitored by the President of the Association at the Association's expense, until such time as the purpose of the Homeowners' Association shall no longer exist.

22. **STORM WATER DETENTION BASIN AND COPPER SLOUGH CHANNEL MODIFICATIONS.** The City of Champaign requires that the Developer of the Ironwood West Subdivision, and ultimately, the Homeowners Association shall be responsible for maintenance and inspection of all drainage improvements, which includes periodic inspection of all storm water detention basins located in Ironwood West Subdivisions. The maintenance and inspection of the improvements includes periodic inspection of the basin and the copper slough channel for soil erosion, structural

integrity of the inlet and outlet control structures, siltation and blockage of storm structures, mowing the side slopes and open areas of the basin and channel, and, if necessary, periodic dredging of the ponds and the bottom of the basin. The Developer shall be responsible for maintenance, inspection and expenses associated with the foregoing responsibilities until such time as the Ironwood West Homeowners Association is established, and the Common Areas are conveyed to the Homeowners Association, at which time the Homeowners Association shall assume all responsibility and expense required pursuant to this Paragraph 22. The City of Champaign will perform the inspection and maintenance only in the event the Developer or Ironwood West Homeowners Association fails to do so. In such event, the City of Champaign shall assess all inspection and maintenance costs to the Homeowners Association, and the Homeowners Association shall promptly reimburse the City of Champaign for said costs. All maintenance and inspection shall be conducted as required in the restrictive covenants recorded with the plats of Ironwood West Suddivisions I-IV.

23. **ANNEXATION AGREEMENT.** All lot owners are required to annex their property to the City of Champaign as provided in an annexation agreement entered into between the Developer and the City of Champaign, Illinois. Accordingly, the Developer and each subsequent lot owner agree to cause each purchaser of a lot to execute a Petition for Annexation to the City of Champaign upon the first sale and each subsequent sale of any lot in Ironwood West VII Subdivision, until such time as the property has been properly annexed to the City of Champaign. The petition shall be delivered to the City of Champaign within a reasonable time after closing of the sale of such lot.

24. **SATELLITE DISHES AND ANTENNAS.** No satellite dishes, antennas, transmitting or broadcasting equipment, appurtenances thereto or similar equipment shall be placed, stored, kept or used upon any lot at any time either temporarily or permanently, without the approval of the Architectural Committee.

25. **AUTHORITY TO RELEASE RIGHTS.** The owners of the legal title of record of 60% of the lots in this subdivision shall have the authority from time to time to release or amend all or any part of the restrictions, conditions, covenants or reservations herein set forth, which said release or amendment shall be effective from the date that a written document setting it forth and signed by said owners shall be recorded in the Recorder's office of Champaign County, Illinois. This authority to release rights shall not be applicable to annexation requirements imposed under the Annexation Agreement nor to the dedication of streets and easements.

26. **ASSESSMENT LIENS.** Any dues, annual assessments or special assessments levied by the Ironwood West Homeowners Association shall be a charge on the lot against which it is levied or assessed and shall be a continuing lien against such lot for the amount of the dues or such assessment that is at any time unpaid. All costs of collection thereon, including attorneys, fees and court costs, in addition to being a lien on each such lot so assessed, shall also be the personal obligation of the person or persons who were the owners of such property at the time such assessment or dues were levied.

27. **BINDING EFFECT OF THESE COVENANTS.** These covenants constitute covenants running with the land and shall be binding upon all persons who hold title to lots or condominium dwellings in the subdivision and upon all contract purchasers of such lots or condominium dwellings and upon their heirs, executors, administrators and assigns.

28. **SEVERABILITY OF THESE COVENANTS.** The invalidation of any one of these covenants by a judgment of the court or by court order or injunction shall in no way affect any of the other provisions hereof and the remaining covenants shall continue in full force and effect.

29. **CONSTRUCTION OF SIDEWALKS**. Each lot owner shall be responsible for the construction of a sidewalk on his or her respective lot in accordance with the approved constructions plans for Ironwood West VII Subdivision, and to such end, each lot owner shall use Carver Concrete Company or another company suitable to Developer, in Developer's sole discretion, to construct the sidewalk. Further, each lot owner shall be solely responsible for prompt payment of sidewalk construction costs, and each lot owner shall cause the sidewalk to be constructed immediately upon completion of a residence on the subject lot.

This space intentionally left blank.

Dated at Champaign, Illinois, this 15th day of February, 2005.

IRONWOOD WEST LLC,
an Illinois limited liability company

By: _____
Randy Peifer, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Kelly E. Ford, a Notary Public in and for said County and State, certify that Randy Peifer, personally known to me to be the manager of Ironwood West LLC, as above described, and personally known to me to be the same person who executed the foregoing instrument as such manager of said limited liability company, appeared before me this day in person and acknowledged that he signed, affixed the corporate seal to, and delivered this instrument as his free and voluntary act, and as the free and voluntary act of said Ironwood West LLC, as aforesaid, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this this 15th day of February, 2005.

"OFFICIAL SEAL"
KELLY E. FORD
Notary Public, State of Illinois
My commission expires 07/17/05

_____
Notary Public

EXHIBIT A
IRONWOOD WEST VII

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 518 IN IRONWOOD WEST V SUBDIVISION, RECORDED AS DOCUMENT NO. 2004R02719 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS. FROM SAID POINT OF BEGINNING, THENCE SOUTH 00° 25' 46" EAST 196.14 FEET ALONG THE WEST LINE OF SAID LOT 518 AND THE WEST LINE OF HORSE CREEK DRIVE IN SAID SUBDIVISION TO THE SOUTHWEST CORNER OF SAID HORSE CREEK DRIVE; THENCE NORTH 89° 34' 14" EAST 46.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HORSE CREEK DRIVE TO THE NORTHWEST CORNER OF LOT 519 IN SAID SUBDIVISION; THENCE SOUTH 00° 25' 46" EAST 917.00 FEET ALONG THE WEST LINE OF SAID LOT 519 AND THE WEST LINE OF LOTS 520 THROUGH 529, INCLUSIVE, IN SAID SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 529; THENCE SOUTH 89° 34' 14" WEST 24.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF STONEBRIDGE DRIVE IN SAID SUBDIVISION TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00° 25' 46" EAST 360.00 FEET ALONG THE WEST LINE OF SAID STONEBRIDGE DRIVE AND LOT 501 IN SAID SUBDIVISION AND THE WEST LINE OF LOT 601 AND WATERMARK DRIVE, BOTH BEING IN IRONWOOD WEST VI SUBDIVISION, RECORDED AS DOCUMENT NO. 2005R 04798 , IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS TO THE SOUTHWEST CORNER OF SAID WATERMARK DRIVE; THENCE NORTH 89° 34' 14" EAST 14.25 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WATERMARK DRIVE TO THE NORTHWEST CORNER OF LOT 630 IN SAID IRONWOOD WEST VI SUBDIVISION; THENCE SOUTH 00° 25' 46" EAST 120.00 FEET ALONG THE WEST LINE OF SAID LOT 630 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89° 34' 14" WEST 376.00 FEET ALONG THE NORTH LINE OF LOT 629B IN SAID IRONWOOD WEST VI SUBDIVISION AND THE WESTERLY EXTENSION THEREOF; THENCE NORTH 00° 25' 46" WEST 180.00 FEET; THENCE NORTH 89° 34' 14" EAST 35.75 FEET; THENCE NORTH 00° 25' 46" WEST 300.00 FEET; THENCE NORTH 89° 34' 14" EAST 30.00 FEET; THENCE NORTH 00° 25' 46" WEST 917.00 FEET; THENCE SOUTH 89° 34' 14" WEST 30.00 FEET; THENCE NORTH 00° 25' 46" WEST 200.14 FEET TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 89° 40' 32" EAST 304.03 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 11.90 ACRES, MORE OR LESS.

STATE OF ILLINOIS)
) SS County Clerk's Certificate
COUNTY OF CHAMPAIGN)

I, THE UNDERSIGNED, County Clerk in and for the County of Champaign and the State of Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the following described tract of land, as appears from the records in my office, to-wit:

IRONWOOD WEST VII SUBDIVISION
Part of the EAST HALF OF THE SOUTHWEST QUARTER OF
OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 8 EAST
OF THE THIRD PRINCIPAL MERIDIAN,
CHAMPAIGN COUNTY, ILLINOIS,

See Attached Exhibit "A"

PIN: 03-20-20-300-007 (RY 2001)
03-20-20-300-011 (RY 2002 & 2003)

Given under my hand and seal this 17th day of February, 2005.

Mark Shelden
County Clerk of Champaign County

(SEAL)

2005R04799

EXHIBIT A
IRONWOOD WEST VII

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 518 IN IRONWOOD WEST V SUBDIVISION, RECORDED AS DOCUMENT NO. 2004R02719 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS. FROM SAID POINT OF BEGINNING, THENCE SOUTH 00° 25' 46" EAST 196.14 FEET ALONG THE WEST LINE OF SAID LOT 518 AND THE WEST LINE OF HORSE CREEK DRIVE IN SAID SUBDIVISION TO THE SOUTHWEST CORNER OF SAID HORSE CREEK DRIVE; THENCE NORTH 89° 34' 14" EAST 46.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HORSE CREEK DRIVE TO THE NORTHWEST CORNER OF LOT 519 IN SAID SUBDIVISION; THENCE SOUTH 00° 25' 46" EAST 917.00 FEET ALONG THE WEST LINE OF SAID LOT 519 AND THE WEST LINE OF LOTS 520 THROUGH 529, INCLUSIVE, IN SAID SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 529; THENCE SOUTH 89° 34' 14" WEST 24.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF STONEBRIDGE DRIVE IN SAID SUBDIVISION TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00° 25' 46" EAST 360.00 FEET ALONG THE WEST LINE OF SAID STONEBRIDGE DRIVE AND LOT 501 IN SAID SUBDIVISION AND THE WEST LINE OF LOT 601 AND WATERMARK DRIVE, BOTH BEING IN IRONWOOD WEST VI SUBDIVISION, RECORDED AS DOCUMENT NO. 2005R 04798 , IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS TO THE SOUTHWEST CORNER OF SAID WATERMARK DRIVE; THENCE NORTH 89° 34' 14" EAST 14.25 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WATERMARK DRIVE TO THE NORTHWEST CORNER OF LOT 630 IN SAID IRONWOOD WEST VI SUBDIVISION; THENCE SOUTH 00° 25' 46" EAST 120.00 FEET ALONG THE WEST LINE OF SAID LOT 630 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89° 34' 14" WEST 376.00 FEET ALONG THE NORTH LINE OF LOT 629B IN SAID IRONWOOD WEST VI SUBDIVISION AND THE WESTERLY EXTENSION THEREOF; THENCE NORTH 00° 25' 46" WEST 180.00 FEET; THENCE NORTH 89° 34' 14" EAST 35.75 FEET; THENCE NORTH 00° 25' 46" WEST 300.00 FEET; THENCE NORTH 89° 34' 14" EAST 30.00 FEET; THENCE NORTH 00° 25' 46" WEST 917.00 FEET; THENCE SOUTH 89° 34' 14" WEST 30.00 FEET; THENCE NORTH 00° 25' 46" WEST 200.14 FEET TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 89° 40' 32" EAST 304.03 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 11.90 ACRES, MORE OR LESS.

2005R04799

RECORDED ON

02/23/2005 12:57:12PM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 75.00

REV FEE:

PAGES: 13

PLAT ACT:

PLAT PAGE: 1

Ironwood West VII Sub

Date: 2-21-04

Instrument: Plat

Description: E ½ of SW ¼ 20-19-8

Return to: Farnsworth 352-1408

Fee: