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CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC. FEE: 81.00
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PAGES: 19
PLAT ACT:
PLAT PAGE: 1

Prepared by and return to:
Kelly E. Ford
Lietz, Banner & Ford
2504 Galen Drive, Suite 106
Champaign, IL 61821
217/353-4900

Above Space for Recorder's Use Only

Owner's Certificate and Restrictive Covenants
Replat of Ironwood West II Subdivision

IRONWOOD WEST LLC, an Illinois limited liability company, its successors and assigns, being the legal owner of the following described real estate:

Lots 201, 202, 203, and 208 in Ironwood West II Subdivision, as per Plat recorded September 27, 2002 as Document 2002R 32018, in Champaign County, Illinois;

SIGNATURE CONSTRUCTION, INC., an Illinois corporation, its successors and assigns, being the legal owner of the following described real estate:

Lots 200 and 207 in Ironwood West II Subdivision, as per Plat recorded September 27, 2002 as Document 2002R 32018, in Champaign County, Illinois;

SIGNATURE CONSTRUCTION, INC., an Illinois corporation, its successors and assigns, **NANCY KOBEL, PATRICIA KOBEL, JESSE R. MCFARLING, JAMIE M. MCFARLING**, and **LINDA J. MCCARTHY,** their successors and assigns, being the legal owner as tenants in common of the following described real estate:

Lots 204, 205, and 206 in Ironwood West II Subdivision, as per Plat recorded September 27, 2002 as Document 2002R 32018, in Champaign County, Illinois;

The foregoing owners are herein collectively and individually referred to as the "Owner."

Owner hereby dedicates perpetually a permanent sanitary sewer easement in the areas located on the plat for each respective lot, to the Urbana-Champaign Sanitary District, as set forth in paragraph 1 hereafter, for the purpose of maintaining, repairing and replacing existing sanitary sewer lines.

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.

It is hereby provided that all conveyances of property hereafter made by the present or future owners of any of the lands described on the aforesaid Surveyor's Certificate shall, by adopting the above description of said Platted lands, be taken and understood as if incorporating in all such conveyances without repeating the same the following restrictions as applicable:

DEFINITIONS

For the purpose of this declaration, certain words and terms are hereby defined.

Duplex: A dwelling on any building site containing two Dwelling Units.

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

Building Site: A portion of the subdivision consisting of at least two entire lots as platted.

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

COVENANTS

1. Duplex Construction Requirements and Easements: It is the intent of the Developer that a duplex be built on each building site in Lots 200A and B through 208A and B. Accordingly, until such time as a residence is constructed on Lots 200A and B through 208A and B, the following lots shall be conveyed together, and shall not have separate ownership, until such time as a Dwelling Unit has been constructed on each lot and is acceptable for occupancy: 200A & 200B, 201A & 201B, 202A & 202B, 203A & 203B, 204A & 204B, 205A & 205B, 206A & 206B, 207A & 207B, and 208A & 208B. Each pair of lots shall be considered a building site for purposes of these Covenants.

No structure shall be erected, altered, placed or permitted to remain on any building site other than one duplex, a private garage for not less than two nor more than three (3) cars per dwelling unit, and other accessory buildings incidental to residential use of the premises.

During construction of a duplex on the building site located on each pair of lots referenced herein, the Owner shall construct a party wall on the center line of each pair of lots. The Owner hereby reserves a six foot wall maintenance easement down the center line of each pair of lots, said easement being three feet on each side of the center line of such lots along the

party wall of each lot owner for the purpose of maintaining and, in the event of damage or destruction to such wall, for the purpose of repairing and/or reconstructing such party wall. The easement created herein is established for the benefit of each lot owner to enter and temporarily occupy a reasonable portion of the adjacent lot where there are any common party walls, for the purpose of maintenance of his or her unit; provided, however, that such occupancy shall not unreasonably interfere with the use of the adjacent lot by its owner.

Each dwelling unit shall have a separate sanitary sewer clean-out, located in conformance with all applicable codes, that discharges into a common service serving a maximum of two dwelling units per structure. The Owner reserves a ten foot permanent easement, said easement being located five feet on either side of the center line of the common and unit service sewers from the wye connection on the public sanitary sewer to the foundation line of each dwelling unit. The Owner further reserves a ten foot easement for sanitary sewer service sewers, said easement being located five feet on either side of the center line of the actual sewer line as constructed from each dwelling unit in each duplex to its respective lot line. Said sanitary sewer easements are for the benefit of the Urbana-Champaign Sanitary District, its successors and assigns, and each respective lot owner for purposes of repair, maintenance, and replacement of sanitary sewer improvements.

In the event that by reason of construction, settlement, or shifting of the buildings, or the design and/or construction of any dwelling units, any part thereof encroaches or shall thereafter encroach upon any part of any dwelling unit or lot, or if the ducts or conduits serving more than one unit encroach or shall hereinafter encroach upon any part of any unit or lot, valid easements for the use and maintenance of the encroachment are hereby established for so long as all or any part of the building containing the same remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurred as a result of the willful conduct of said owner. Easements are hereby declared and granted to install, lay, operate, maintain, repair, and replace any pipes, wires, ducts, conduits, public utility lines, or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.

2. Party Wall and Common Ownership Use Requirements: The owner of each lot and dwelling unit as constructed shall own to the center of any party wall. Accordingly, each owner shall do nothing to disturb the right of use of any other owner to any such party wall. Neither lot owner shall have the right to extend the party wall horizontally or vertically without the permission of the adjacent lot owner. All owners have an obligation to inhabit and use their respective dwelling unit in such manner so as not to impair the structural integrity of the party wall. The owner of a dwelling unit shall not change the exterior appearance of his or her unit except with the prior approval of the owner of the adjacent dwelling unit. It is the purpose and intent of this covenant to enhance the overall appearance of the entire duplex in accordance with the desires of both owners.

Collectively, the owners of each duplex shall be responsible for the maintenance, painting, repair, or replacement of all exterior walls, including the foundations thereof, roofs,

gutters, downspouts, and common sanitary sewers, as is made necessary and desirable as a result of the natural and ordinary wear and/or deterioration thereof. The responsibility for such maintenance work shall be born in accordance with the following procedures:

(a) Roof Maintenance. Each owner shall be responsible for keeping the roof over his dwelling unit in good condition for the benefit of all dwelling units. In the event a decision is made, as provided hereunder, for the installation of a new roof, each dwelling unit owner shall contribute to the cost thereof in the proportion of his total roof area to the total roof area of the duplex.

(b) Gutters and Downspouts. The owner of each dwelling unit shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of all gutters and downspouts of each duplex.

(c) Exterior Walls and Foundations. The owner of each dwelling unit shall be responsible for maintaining in good condition all exterior walls and foundations located upon his dwelling parcel.

(d) Common Sanitary Sewers. Maintenance of common sanitary sewers is the collective responsibility of the owners of all dwelling units in a duplex and each dwelling unit owner shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of the common sanitary sewer serving the dwelling structure. This provision shall not apply to required maintenance of the extension of the sanitary sewer line from the common line to an individual dwelling unit, the maintenance of which shall be the sole responsibility of the owner of such dwelling unit.

The owner of each dwelling unit shall maintain hazard insurance in an amount equal to 100% of the replacement cost of the improvements currently constructed on each respective lot. No dwelling unit owner shall permit anything to be done or kept upon his or her premises which would result in the cancellation of insurance on the duplex as a whole, or any part thereof, which would be in violation of any local, state, or federal law.

In the event of damages or destruction by fire or other casualty of any party wall, including the foundation thereof, each lot owner shall be obligated to repair or rebuild the whole or a portion of the party wall to maintain it in its current condition as of the date of this Owner's Certificate. The expense of construction shall be born equally by each lot owner. The party wall shall be erected on the same spot, on the lot line, and shall be of the same size, and the same or similar material, and of like quality with the present party wall. Also the repair or rebuilding shall be done within a reasonable time in workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or construction. The foregoing provisions of this article notwithstanding, the owner of any dwelling unit shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.

In the event of damage or destruction by fire or other casualty of any dwelling unit or any portion thereof, the owner of such dwelling unit shall within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws and ordinances regulating the construction of buildings in force at the time of repair or construction. The exterior of such dwelling unit, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the dwelling unit that remains standing as a part of such duplex and is not required to be rebuilt. In the event of the total or substantial destruction of both dwelling units in a duplex, the architectural design of the exterior of the building structure to be rebuilt and the materials to be used shall be substantially similar in architectural design to the original building structure in Ironwood West II Subdivision, and shall be constructed of comparable materials.

In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred herein to perform the necessary repair or rebuilding, the owner of the remainder of the duplex shall, in the manner described herein, be permitted to cause such repairs or rebuilding to be done by such firm, laborers, or materialmen as such owner may reasonably choose. Such owner shall have and is hereby given a continuing lien on the dwelling unit on which such repairs or rebuilding is caused to be made or done in the aggregate amount of (1) the cost of such repairs or rebuilding; (2) interest at the prime lending rate of Bank Illinois or Busey Bank, whichever is higher, plus one percent (1%) as in effect from time to time from the date of payment of such costs; and, (3) reasonable attorney fees and court costs incurred in connection therewith.

In the event of any controversy, claim, or dispute between the owners of a dwelling unit sharing a party wall, arising out of or relating to this Owner's Certificate and Restrictive Covenants or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses and attorney fees.

AREA OF APPLICATION

The covenants, in their entirety, shall apply to Lots 200A, 200B, 201A, 201B, 202A, 202B, 203A, 203B, 204A, 204B, 205A, 205B, 206A, 206B, 207A, 207B, 208A, and 208B, inclusive of the Replat of Ironwood West II Subdivision, Champaign County, Illinois.

3. The owners of each building site shall have the authority, provided the owner or owners of each lot constituting a building site provides their written consent, to release and/or amend all or any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area, and such release or waiver shall become effective upon the recording of such release or amendment in the Recorder's Office of Champaign County, Illinois.

4. All provisions of the Owner's Certificate and Restrictive Covenants for Ironwood West II Subdivision recorded September 27, 2002 as Document 2002R 32018 (herein the "Ironwood West II Covenants"), and any and all amendments thereto, shall continue to apply to lots referenced herein, including without limitation, the obligation to pay assessments to any homeowner's association formed. To the extent that any provision herein conflicts with the provisions of the afore-stated Ironwood West II Covenants, the provisions of the Ironwood West II Covenants shall control. Notwithstanding the foregoing, each of the lots as subdivided herein, shall each be considered an independent single lot for purposes of paying assessments pursuant to any homeowners' association formed under the Ironwood West II Covenants.

IN WITNESS WHEREOF, said Owner has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President this 12th day of March, 2003.

(remainder of page intentionally left blank)

IRONWOOD WEST LLC

By: _____
William Peifer, member and authorized agent

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for the County and State written above, DO HEREBY CERTIFY that William Peifer, personally known to me to be a member and authorized agent of Ironwood West LLC, an Illinois limited liability company, and also known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act of the limited liability company, for the uses and purposes shown in the document and he was authorized to execute document by the operating agreement of the company.

Dated: March 11, 2003.

_____
Notary Public

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

SIGNATURE CONSTRUCTION, INC.

By: _____
William Peifer, its Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for the County and State written above, DO HEREBY CERTIFY that William Peifer, personally known to me to be the Vice President of Signature Construction, Inc., an Illinois corporation, and also known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act of the corporation, for the uses and purposes shown in the document and he was authorized to execute this document by the board of directors of the corporation.

Dated: March 11, 2003.

_____
Notary Public

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

CONSENT OF LIENHOLDER

The undersigned, Citizens Savings Bank, holder of a mortgage as to the above referenced real property, hereby consents to the foregoing Replat.

CITIZENS SAVINGS BANK

By: _____
Print Name: C.W. LANDEFELD
Title: PRESIDENT

Attest: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named officers of Citizens Savings Bank, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such officers, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11TH day of March, 2003.

_____
Notary Public

OFFICIAL SEAL
MICHAEL T. STONE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/18/06

By: Nancy Kobel
Nancy Kobel

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Nancy Kobel, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered this instrument as her free and voluntary act, for the uses and purposes shown in the document.

Dated: March 11, 2003.

Cristina R. Prestin
Notary Public

OFFICIAL SEAL
CRISTINA R. PRESTIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/02/04

By: Patricia A Kobel
Patricia Kobel

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Patricia Kobel, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered this instrument as her free and voluntary act, for the uses and purposes shown in the document.

Dated: March 11, 2003.

OFFICIAL SEAL
CRISTINA R. PRESTIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/02/04

Cristina R. Prestin
Notary Public

By: _____
Jesse R. McFarling

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jesse McFarling, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act, for the uses and purposes shown in the document.

Dated: March 11, 2003.

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

_____
Notary Public

By: Jamie McFarling
Jamie M. McFarling

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jamie McFarling, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered this instrument as her free and voluntary act, for the uses and purposes shown in the document.

Dated: March 11, 2003.

Notary Public

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

By: Linda J. McCarthy
Linda J. McCarthy

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Linda J. McCarthy, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered this instrument as her free and voluntary act, for the uses and purposes shown in the document.

Dated: March 11, 2003.

OFFICIAL SEAL
CRISTINA R. PRESTIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/02/04

Cristina R. Prestin
Notary Public

011124

CONSENT OF LIENHOLDER

The undersigned, Heartland Bank & Trust Co., holder of a mortgage as to the above referenced real property, hereby consents to the foregoing Replat.

HEARTLAND BANK & TRUST CO.

By: _____
Print Name: AARON JOHNSON
Title:

Attest: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named officers of Heartland Bank & Trust Co., are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such officers, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11 day of March, 2003.

_____
Notary Public

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

011124

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:

REPLAT OF IRONWOOD WEST II SUBDIVISION
Part of the West Half of the Southeast
Quarter of Section 20, Township 19 North,
Range 8 East of the Third Principal Meridian,
Champaign County, Illinois,

See Attached Exhibit "A"

PIN: Part of 03-20-20-300-002 (~~1998~~, 1999; 2000)
03-20-20-300-008 ~~and Part of 03-20-20-300-007~~ (2001)

Given under my hand and seal this 21st day of February, 2003.

Mark Shelden
County Clerk of Champaign County

(SEAL)

ClerkCertII.wpd

011124

REPLAT OF IRONWOOD WEST II

LOTS 200-208 OF IRONWOOD WEST II SUBDIVISION, CHAMPAIGN COUNTY, ILLINOIS, RECORDED AS DOCUMENT No. 2002R32018 IN THE OFFICE OF THE CHAMPAIGN COUNTY RECORDER.

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS

Farnsworth GROUP

011124

SURVEYOR'S STATEMENT TO RECORDER OF DEEDS

I, Brian R. Myers, Illinois Professional Land Surveyor No. 3032, hereby state that I have prepared a plat of "Replat of Ironwood West II Subdivision" in Champaign County, Illinois. I authorize Chicago Title Insurance Company to act as my agent in presenting this plat to the Champaign County Recorder for recording

Brian R. Myers
FARNSWORTH GROUP, INC.
Illinois Professional Land Surveyor No. 3032
February 14, 2003