(19)

99R20447

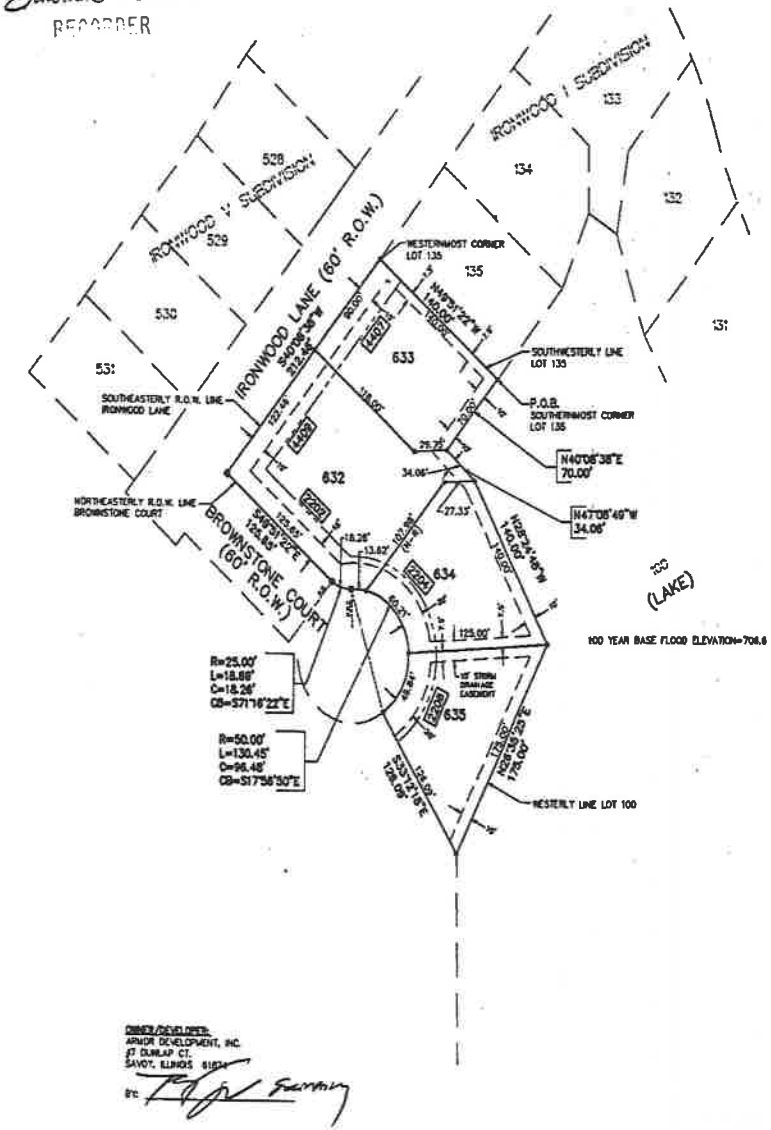
DOC # _____
CHAMPAIGN COUNTY, ILL

'99 JUL 8 PM 3 58

Barbara A. Frasca
RECORDER

IRONWOOD VI SUBDIVISION

A PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN



OWNER/DEVELOPER:
ARMOR DEVELOPMENT, INC.
67 DUNLAP CT.
SAVOY, ILLINOIS 61874

BY: _____

SURVEYOR'S DECLARATION

I hereby certify that I have surveyed the following described property:

A part of the Southeast 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 Southernmost Corner of Lot 135 in Ironwood I Subdivision. From said Point of Beginning, thence north 49°-51'-22" west 140.00 feet along the Southwesterly Line of said Lot 135 to the Westernmost Corner thereof; thence south 40°-08'-38" west 212.46 feet along the Southeasterly Right-of-Way Line of Ironwood Lane in Ironwood V Subdivision to the Northeasterly Right-of-Way Line of Brownstone Court in said Ironwood V Subdivision; thence south 49°-51'-22" east 125.65 feet along said Northeasterly Right-of-Way Line to a Point of Curve, thence southeast and east 18.89 feet along said Northeasterly Right-of-Way Line being the arc of a curve concave to the northeast with a radius of 25.00 feet and the 18.26 feet chord of said arc bears south 71°-16'-22" east to a Point of Reverse Curve; thence east, southeast, south and southeast 130.45 feet along said Northeasterly Right-of-Way Line being the arc of a curve concave to the southwest with a 50.00 feet radius and the 96.48 foot chord of said arc bears south 17°-58'-50" east; thence south 33°-12'-18" east 126.09 feet to the Westerly Line of Lot 100 in said Ironwood I Subdivision; thence north 28°-35'-25" east 175.00 feet along said Westerly Line; thence north 28°-24'-49" west 140.00 feet along said Westerly Line; thence north 47°-08'-49" west 34.06 feet along said Westerly Line; thence north 40°-08'-38" west 70.00 feet along said Westerly Line to the Point of Beginning, containing 1.29 acres, more or less.

I further certify that I have subdivided this property into 4 lots, numbered 633 through 635 inclusive and easements as shown. Said subdivision is to be known as "Ironwood VI Subdivision" in Champaign County, Illinois.

FLOOD NOTE:

According to a letter of map revision based on File 215-65 R, Case No. 98-09-7082A, this property has been removed from the Special Flood Hazard Area and is now located in Zone C (Areas of Minimal Flooding).

Witness my hand and seal this 29th day of January, 1999.

FARNSWORTH & MYERS, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704

By: _____
Brian R. Myers
Professional Land Surveyor No. 2032

APPROVED:

THE CITY COUNCIL OF THE CITY OF CHAMPAIGN, ILLINOIS IN ACCORDANCE WITH COUNCIL BILL NO. 99-91

DATE: 4/6/99

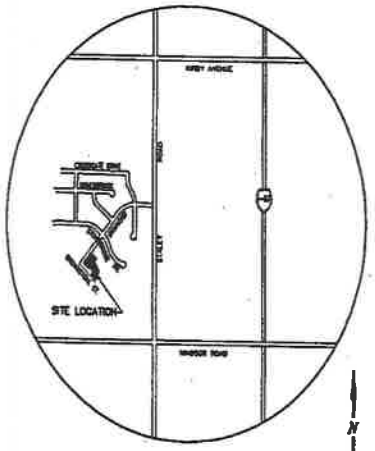
BY: _____ (MAYOR)

ATTEST: _____ (CITY CLERK)

NOTES:

1. LOT LINES EXTENDING FROM CURVED STREET LINES ARE RADIAL UNLESS NOTED OTHERWISE.
2. DISTANCES SHOWN ON CURVED STREET LINES ARE CHORD DISTANCES UNLESS NOTED OTHERWISE.
3. THE PROPERTY SUBDIVIDED IS NOT LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, BUT DOES LIE WITHIN ONE AND ONE-HALF (1-1/2) MILES OF THE CORPORATE LIMITS OF SAID CITY.
4. STORM WATER DETENTION FOR THIS SUBDIVISION IS PROVIDED FOR IN IRONWOOD LAKE CONSTRUCTED AS PART OF IRONWOOD SUBDIVISION (PHASE 1).
5. THIS PROPERTY LIES WITHIN 500 FEET OF A WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE. (SEE FLOOD NOTE).

CITY OF CHAMPAIGN * 6 * 2 * 99 * CORPORATE SEAL * ILLINOIS



LOCATION MAP

N.T.S.

N

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

LEGEND

R=	RADIUS
L=	ARC LENGTH
C=	CHORD LENGTH
CB=	CHORD BEARING
(R)	RECORD
(M)	MEASURED
•	5/8" IRON ROD
■	CONCRETE MONUMENT
(N-R)	NON-RADIAL
———	25' BUILDING SETBACK LINE
- - - -	UTILITY EASEMENT LINE
4407	STREET ADDRESS

IRONWOOD VI SUBDIVISION
CHAMPAIGN COUNTY, ILLINOIS

FINAL PLAT

DRAWN BY F.A.BYERS	SCALE 1"=60'	FILE NO. 24-8101
DATE 1-29-99	CHECKED BY	JOB NO. 2282/22
		SHEET NO. 1 of 1

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

S:/PLAT/CHAMPAIGN/BTRADD/IRONSFP

99R20447

DOC # _____
CHAMPAIGN COUNTY, ILL

'99 JUL 8 PM 3 58

RECORDER

IRONWOOD VI
AN ADDITION TO CHAMPAIGN COUNTY, ILLINOIS

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

ARMOR DEVELOPMENT, INC., AN ILLINOIS CORPORATION, being the sole owner of the real estate hereinbefore described in the surveyor's certificate on the face of the plat for Ironwood VI, an addition to Champaign County, Illinois, has caused the same to be surveyed by Brian R. Myers, a registered Illinois professional land surveyor, number 3032, and has subdivided said real estate into lots. Said subdivision is to be known as Ironwood VI.

Each of said lots in said subdivision on which there appears a broken line designated as "easement line" is subject to a permanent easement, as shown thereon, which is hereby dedicated to the public for use by utilities for public utility 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.

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 VI 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: A portion of the subdivision consisting of 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 and is to be occupied by a single 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.

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 2200 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 subdividers or the Ironwood 1 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 LIGHT**. 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 soon 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.

15. **ARCHITECTURAL COMMITTEE**. An Architectural Committee composed of Nick Taylor, Vic Armstrong and Randy 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 loss 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 thereon, 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 encumbrancer in good faith in acting thereon.

21. **HOMEOWNERS ASSOCIATION**. All lot owners shall be members of the Ironwood 1 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 VI 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.

The foregoing provisions shall not apply to the developers of this subdivision. Lot 100A will be conveyed to the Homeowners Associa-

tion and the Homeowners Association will have authority to make regulations concerning the use thereof by the owners of lots in Ironwood VI, subject to the rights of the Fountainhead Drainage District or its successor in interest. If additional subdivisions are platted in the Southeast Quarter of Section 20, Township 19 North, Range 8 East of the Third Principal Meridian with the word "Ironwood" in the name of the subdivision, the developers of said subdivision may make lot owners in said subdivisions members of the Ironwood 1 Homeowners Association.

22. **LAKE ASSOCIATION**. The owners of all of the lots in this subdivision, Lots 632-635, shall be members of the Ironwood 1 Lake Association and bound by any articles of incorporation, by-laws and rules and regulations of said association. Each member or owner shall be subject to assessment for annual dues. It is anticipated that future subdivisions will contain lots which will also abut on the lake to be located on Lot 100 and whose owners will also be members of said Ironwood 1 Lake Association. Lot 100 will be conveyed to the Ironwood 1 Lake Owners Association. The developers of this subdivision will not be liable for dues assessed by the association but will provide the maintenance for said lake until seven lots abutting thereon have been sold. The Ironwood 1 Lake Association will have the right to manage the lake and to prescribe rules and regulations regarding its use. No water shall be removed from the lake for private use.

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 developers of this subdivision and the City of Champaign, Illinois.

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 1 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 in the subdivision and upon all contract purchasers of such lots 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.

Dated at Champaign, Illinois, this 18th day of May, 1999.

ARMOR DEVELOPMENT, INC.

BY: Russell H Taylor

ATTEST:

Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that Russell H. Taylor, the Vice President, and Richard W. Taylor, the ____ Secretary, of ARMOR DEVELOPMENT, INC. personally known to me to be the same persons who signed the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as the free and voluntary act of ARMOR DEVELOPMENT, INC., for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of May, 1999.

OFFICIAL SEAL
Carol J. Morris
Notary Public, State of Illinois
My Commission Expires June 6, 2000

Carol J. Morris
Notary Public

99R20447

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Mark Shelden, County Clerk, in and for the County of Champaign and 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 said office:

SEE ATTACHED LEGAL DESCRIPTION

P.I.N. part of:

03-20-20-400-016 (1995)
03-20-20-400-016 (1996)
03-20-20-400-020 and 03-20-20-400-021 (1997)

Given under my hand and seal of our said office this 23 day of April, A. D. 1999.

Mark Shelden
County Clerk

A part of the Southeast 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 Southernmost Corner of Lot 135 in Ironwood 1 Subdivision. From said Point of Beginning, thence north 49°–51'–22" west 140.00 feet along the Southwesterly Line of said Lot 135 to the Westernmost Corner thereof; thence south 40°–08'–38" west 212.46 feet along the Southeasterly Right–of–Way Line of Ironwood Lane in Ironwood V Subdivision to the Northeasterly Right–of–Way Line of Brownstone Court in said Ironwood V Subdivision; thence south 49°–51'–22" east 125.65 feet along said Northeasterly Right–of–Way Line to a Point of Curve; thence southeast and east 18.69 feet along said Northeasterly Right–of–Way Line being the arc of a curve concave to the northeast with a radius of 25.00 feet and the 18.26 foot chord of said arc bears south 71°–16'–22" east to a Point of Reverse Curve; thence east, southeast, south and southwest 130.45 feet along said Northeasterly Right–of–Way Line being the arc of a curve concave to the southwest with a 50.00 foot radius and the 96.48 foot chord of said arc bears south 17°–56'–50" east; thence south 33°–12'–18" east 126.09 feet to the Westerly Line of Lot 100 in said Ironwood 1 Subdivision; thence north 26°–35'–25" east 175.00 feet along said Westerly Line; thence north 28°–24'–48" west 140.00 feet along said Westerly Line; thence north 47°–08'–49" west 34.06 feet along said Westerly Line; thence north 40°–08'–38" east 70.00 feet along said Westerly Line to the Point of Beginning, containing 1.29 acres; more or less.

99R20447

TO: City of Champaign

RE: Ironwood VI Subdivision

You are hereby advised that Chicago Title insurance Company is the recording agent for Armor Development, Inc., the subdivider of Ironwood VI Subdivision.

Dated at Champaign, Illinois, this 6th day of July, 1999.

ARMOR DEVELOPMENT, INC.

BY: _____
Its Attorney

99R20447

SCHOOL DISTRICT STATEMENT

Pursuant to Public Act Number 286, 765 ILCS 205/1.005, ARMOR DEVELOPMENT COMPANY, an Illinois corporation, owner of proposed Ironwood VI Subdivision, situated in Champaign County, Illinois, does hereby state that to the best of its knowledge the aforesaid subdivision lies in the Champaign School District 4.

IN WITNESS WHEREOF, the undersigned has executed this School District Statement this 18th day of May, 1999.

ARMOR DEVELOPMENT COMPANY,
an Illinois corporation

BY: Russell H Taylor

Its: Vice President

99R20447

DOC #
CHAMPAIGN COUNTY, ILL

'99 JUL 8 PM 3 58

Barbara A. Frasca
RECORDER

IRONWOOD III Sub

DATE 4-6-99

INSTRUMENT Plat

DESCRIPTION SE ¼ 20-19-8

RETURN TO: CTI

FEE: 67.00
3.00
70.00

25

2008R07552
RECORDED ON
03/28/2008 02:48:47PM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 46.00
RHSPS Fee: 10.00
REV FEE:
PAGES 25
PIAT ACT: 0
PIAT PAGE:

AMENDED COVENANTS AND DECLARATIONS FOR IRONWOOD HOMEOWNER'S ASSOCIATION

EFFECTIVE January 15, 2008

AMENDED COVENANTS AND DECLARATIONS

THIS AMENDED COVENANTS AND DECLARATIONS, made and entered into by the Owners of the properties as shown in the Final Plat of Ironwood ("Owners"), this 15th day of January 2008, also known as Ironwood Homeowner's Association, an Illinois not-for-profit corporation, hereinafter sometimes called "the Declarant."

WITNESSETH:

WHEREAS, Ironwood Homeowner's Association, hereinafter sometimes called "the Association" was incorporated under the laws of the State of Illinois on 22 December 1997 and has been recorded in the records of the County of Champaign, State of Illinois; and

WHEREAS, the owners of the individual homes in Ironwood Subdivision have established the Ironwood Homeowners Association for the specific purpose of managing the affairs of the various phases of the Ironwood Subdivision, acting through its Board of Directors, with the authority to carry out the purposes of the Association, including, but not limited to, the power to: (a) administer policies, procedures, and activities of the Ironwood Homeowners Association as provided in Article V of the Bylaws of the Association; (b) work to maintain or improve property values of its Members; (c) act as a problem solver as to conflicts arising between the Association and individual Members or between Members for concerning the guidelines set forth in the Amended Covenants and Declarations as they effect homes, lots, and property values; and (d) carry out any and all other powers provided for under the laws of Illinois, the Amended Covenants and Declarations and the Bylaws of this Association;

WHEREAS, the Owners are the record owners of the following described real estate, as originally recorded in the separate Owners Certificate as amended from time to time ("Original Declarations"):

Confer Exhibit "A" for Ironwood

WHEREAS, the Owners are further desirous of establishing for their own benefit and for the mutual benefit of all future owners or occupants of the property, or any part thereof (which is known as Ironwood), certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, upon final sale of the last lot in the final phase of development of the Ironwood Subdivision the control and administration of the Association was given to the home owners residing in Ironwood subdivision Phases I though VIII on 1 April 2004; and

WHEREAS, Declarant desires to maintain on the said property a residential community with permanent open spaces and other common facilities for the benefit of said community and to provide for the preservation of the values and amenities in said community, and such other areas as may be subject of these Amended Covenants and Declarations by Declarant, and for the maintenance of said open spaces and other facilities and, to this end, desires to subject the property as hereinabove described to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth, it being intended that the easements, covenants, restrictions, and conditions shall run with said property and shall be binding on all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and shall inure to the benefit of each other thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities of said community to create an Association which shall be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Owners intend that these Amended Covenants and Declarations will apply to any future phases, which become part of the Association; and

WHEREAS, there exists a separate association, the Ironwood 1 Lake Association, whose members are composed of lots 107 through 135 and 632 through 635 of the Ironwood Subdivision, and while are subject to this document, they are also subject to additional declarations and covenants imposed by the Ironwood 1 Lake Association; and

WHEREAS, each phase of development of Ironwood has a set of builders restrictions set forth and recorded in Champaign County, Illinois with the purposes of exercising the functions aforesaid and these restrictions are not intended for use in directing a homeowners association; and

WHEREAS, more than 60 percent of every voting member of Ironwood Subdivision have voted to replace the builder's restrictions as recorded in the land records with the Declaration of Covenants and Restrictions for Ironwood Homeowner's Association and said agreement was duly certified by the secretary of the association.

NOW, THEREFORE, Declarant does hereby declare that the real property described in the Final Plat of Ironwood, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charges, and liens (hereinafter referred to as "Covenants and Declarations") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Ironwood Homeowners' Association, its successors and assigns.

Section 2. "Accessory Buildings" shall mean separate buildings located on the same building site and which are incidental to the main building or to the main use of the premises.

Section 3. "Building" shall mean a roofed and walled structure built for permanent use.

Section 4. "Building Area" shall mean that portion of a building site within which the construction and maintenance of the main buildings are permitted.

Section 5. "Building Site" shall mean that one entire lot as platted, upon which one, and only one dwelling together with an accessory building may be built.

Section 6. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association and being initially composed of Lots 100A, 779, the pedestrian easements between lots 420 and 421 and

2008R07552 3 of 25

between lots 761 and 762. The term "Common Area" does not include Lot 100 which is owned by and the responsibility of the Ironwood 1 Lake Association.

Section 7. "These Covenants" shall refer, unless other stated, to the Amended Covenants and Declarations which constitute this document.

Section 8. "Declarant" shall mean and refer to Ironwood Homeowners' Association, its successors and assignees.

Section 9. "Dwelling" shall mean and refer to any building or portion of a building situated upon the property and designed and intended for use and occupancy as a residence. The dwelling is to be designed for and is to be used exclusively for a residence and is to be occupied by a single family.

Section 10. "Family" shall mean 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.

Section 11. "Fence" shall mean a barrier that serves to enclose an area.

Section 12. "Ground Floor Area" shall mean that portion of a dwelling that is built over a basement, crawlspace, or a foundation but not over any other portion of the dwelling.

Section 13. The "Lake" shall mean and refer to the body of water that is located on Lot 100.

Section 14. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat excluding the Common Area and areas dedicated as public streets.

Section 15. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 17. "Plat" or "Platted" shall mean a map showing planned or actual features of an area (Streets and building lots etc.).

Section 18. "Property" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association, in accordance with the terms of these Amended Covenants and Declarations.

Section 19. "Quorum" as to the meeting of members shall mean the presence at any meeting, in person or by proxy, of owners of Lots representing 30 percent of the Lots in the Property shall constitute a quorum.

Section 20. "Quorum" as to the Board of Directors shall mean the majority of the number of Board members for the transaction of business.

Section 21. "Setback" shall mean guidelines limiting distance from the street or adjacent property a home or structure can be erected.

Section 22. "Structure" shall mean any building, planting, dwelling, fence, excavation, or any other work on the property including but not limited to antenna systems.

ARTICLE II
PROPERTY

Section 1. Property Subject to Declaration. The real property which is, and shall be held conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied, and improved subject to these Covenants is located in the City of Champaign, County of Champaign, State of Illinois, and is more particularly described on "EXHIBIT A" to the Deed of Dedication and Subdivision.

Section 2. Additions. Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for Champaign County, Illinois which Supplementary Declaration shall extend the scheme of the within Declaration of Covenants and Restrictions to such annexed property. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the consent of the Declarant.

ARTICLE III
MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association including contract sellers shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Membership. The Association shall have one (1) class of voting membership. A member shall be all those Owners as defined in Article I who own and hold title to a lot upon which a single family detached dwelling unit is or can be constructed, with the exception of the Declarant. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV
GENERAL RIGHTS

Section 1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and community facilities. The management and control of such area shall be vested in the Board of Directors of the Homeowners Association. Each owner of a lot in this Subdivision shall, as a condition precedent to ownership, covenant and agree to pay annual or monthly charges and each said owner does hereby agree to pay such assessments by accepting conveyance by deed to any lot in said Subdivision. Such easement shall be appurtenant to and shall pass with the fee title to every lot subject to the following powers of the Association.

Section 2. General Powers. Such easement shall be appurtenant to and shall pass with the fee title to every lot subject to the following, which authority shall be exercised by the Association through its Board of Directors, subject to such restrictions mandated by law, the Original Declaration, and the Amended Declarations and Covenants or the Bylaws, to:

(a) Own, maintain, regulate, and otherwise manage the Common Area and all improvements thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands, cul-de-sacs, and median strips in the dedicated roads or streets which are within the Property and to maintain any signage and lighting located thereon;

(b) Contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;

(c) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;

(d) Maintain, at the expense of a defaulting Owner, all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the City of Champaign in the event that any Owner shall fail to do so;

(e) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, lighting, and other improvements located on the Common Area;

(f) At its option, mow, care for, maintain, and remove rubbish from any exterior portion of the Property, after 14 days written notice to the defaulting Owner, to do any other things necessary in the judgment of the Board to keep the Property in compliance with the provisions of the Covenants and City of Champaign ordinances.

(g) Make such improvements to the Common Area and provide such other facilities and services; provided, however, that any such action so authorized shall always be for the express purpose of keeping the Subdivision a highly desirable residential community;

(h) Construct any allowed improvements within the Common Areas as well as the maintenance and regulation of the Common Areas;

(i) Charge and collect an annual assessment from each Owner which shall be based on such Owner's proportional share of the annual expenses of the Association to perform its obligations under these covenants, which shall include, but not be limited to insurance, costs of construction, repair, and maintenance of the Common Areas. Assessments shall be in such amounts and collected at such times as determined by the Board of Directors of the Owners' Association;

(j) Seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful assessing body, which are authorized by law to be assessed and levied on the Common Area and to charge all expenses incurred in connection therewith to the maintenance fund;

(k) File liens against any Lot for any unpaid assessments;

(l) File suit in the appropriate tribunal for the enforcement of these covenants and seek any and all remedies available at law or in equity;

(m) Recover attorney fees and costs incurred in the enforcement of these covenants;

(n) Make agreements with municipal bodies, park districts, not for profit corporations, or any other government body or agency for the maintenance of any Common Area;

(o) Upon the affirmative vote of the voting Members having a majority of the total votes present in person or in proxy at a meeting of the Association to borrow money for the purpose of improving the Common Area and community facilities in a manner designed to promote the enjoyment and welfare of the members and in aid thereof to mortgage any of the Common Area and community facilities;

(p) To enter into agreements whereby the Association acquires leaseholds membership or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation, or welfare of the members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association;

(q) Purchase liability insurance for the Common Area and directors and officers liability insurance for the Board members and officers of the Association;

(r) Adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property as are related to the terms and conditions of these Covenants. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations;

(s) To dedicate or transfer all or any part of the Common Area or community facilities to any public or municipal agency, authority, or utility for purposes consistent with the purpose of these Covenants and subject to such conditions as may be agreed to by the members and further subject to the then existing laws and applicable ordinances. The Association can transfer a part of the Common Area or community facilities to a private entity upon determination by the Board that it is in the best interest of the Association and has received actual value for said transfer; and

(t) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by the Original Declaration and the Amended Declarations and Covenants, the Articles of Incorporation, or these Bylaws.

Section 3. Delegation of Right of Use. Any member of the Association may delegate their rights to the use and enjoyment of the Common Area and community facilities to the members of their family who reside permanently with them and to their tenants, contract purchasers, and guests all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Annual Maintenance Assessments. The Declarant hereby covenants that each person, group of persons, corporation, partnership, trust, other legal entity, or any combination thereof, who becomes a fee owner of a lot within the Property by acceptance of a deed therefor, whether or not it

shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay the Association an annual sum (herein elsewhere sometimes referred to as "maintenance assessments") equal to the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors to meet its annual expenses including but in no way limited to the following:

(a) The cost of all operating expenses of the Common Area and community facilities and the services furnished to or in connection with the Common Area and community facilities, including charges by the Association for any services furnished by it;

(b) The cost of necessary management and administration of the Common Area and community facilities, including fees paid to any Management Agent;

(c) The amount of all taxes and assessments levied against the Common Area and community facilities;

(d) The cost of liability insurance on the Common Area and community facilities, the cost of such other insurance as the Association may effect with respect to the Common Area, and any other costs of insurance for the management of the Association;

(e) The cost of utilities and other services which may be provided by the Association, whether for the Common Area and community facilities or for the lots, or both;

(f) The cost of maintaining, replacing, repairing, and landscaping the Common Area, including, without limitation, maintenance of any storm water detention basins or the like located upon the Common Area and the cost of the maintenance of all pathways upon the property together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith;

(g) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements; and

(h) The cost of any leasehold, membership, or other possessory or use interests in real or personal property arranged by the Association for the purpose of promoting the enjoyment, recreation, or welfare of the members of the Association.

The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly or, semiannual basis rather than on the annual basis hereinabove provided for. Any member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association, which shall provide, without limitation, for the management, operation, and maintenance of the Common Area. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the annual maintenance assessments shall thereupon be sent to the members. The omission by the Board of Directors, before the expiration of any assessment period to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period, but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No member may exempt himself from liability for maintenance assessments by abandonment of any lot belonging to him or by the abandonment of his right to the use and enjoyment of the Common Area and community facilities.

Except as may be specifically provided for herein, these Covenants do not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Area and community facilities. The owner of any lot shall, at his own expense, maintain his lot and dwelling, and any and all appurtenances thereto, in good order, condition, and repair and in a clean, sightly, and sanitary condition at all times.

The maintenance of the lot and dwelling set forth in this paragraph shall include the duty and obligation of the owner to maintain the grass, shrubs, trees, and any and all plant material and landscaping in a properly trimmed and pruned manner. In the event any owner shall fail after fourteen (14) days written notice from the Association and failure to cure within such fourteen (14) day period, to so maintain his lot or dwelling and any and all appurtenances thereto, The Association shall have the right to undertake such maintenance, and persons undertaking such maintenance on behalf of the Association shall be deemed to have the right of access onto the lot. All expenses incurred by the Association in such maintenance shall be deemed to be an additional assessment against that lot, which assessment shall be collectible in accordance with the provisions of this Association.

Section 2. Special Assessments. In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming a part of the Common Area and community facilities, including the necessary fixtures and personal property related thereto or for such other purpose as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of the members representing the affirmative vote of the voting Members having a majority of the total votes present in person or in proxy at a meeting of the Association.

Section 3. Contingency and Replacement Reserve. The Association shall establish and maintain a reserve fund for repair of improvements to or replacements for the Common Area and community facilities by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by any agency of the United States of America or may, in the

discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Area and community facilities may be expended only for the purpose of affecting the replacement of the Common Area and community facilities, equipment replacement and for start-up expenses and operating contingencies of a nonrecurring nature relating to the Common Area and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time considers to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned, or transferred or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot.

Section 4. Annual Maintenance Assessments. The initial maximum annual maintenance assessment for each who own and hold title to a lot upon which a single family detached dwelling unit is constructed shall not exceed the sum of ONE HUNDRED TWENTY FIVE DOLLARS ($125.00). The annual maintenance assessment shall be levied at a uniform rate for each lot.

Section 5. Increase in Maximum Annual Maintenance Assessment.

(a) From and after January 1, 2008, the maximum annual maintenance assessment for all memberships hereinabove provided for, may be increased by the Board of Directors of the Association without a vote of the membership by an amount equal to 10 percent of the maximum annual assessment for the preceding year, plus the amount by which any ad-valorem real estate taxes, professional fees, and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(b) From and after January 1, 2008, the maximum annual maintenance assessments for memberships hereinabove provided for may be increased above that established limit by the preceding paragraph by the affirmative vote of the voting Members having a majority of the total votes present in person or in proxy at a meeting of the Association. A meeting of the members shall be duly called for this purpose.

Section 6. Non-Payment of Assessments - Memorandum of Lien for Assessments. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear a penalty per delinquency as determined by the board of Directors from time to time, but no less than $10.00 per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. The Board of Directors can by majority vote waive the late fee due from any Owner.

To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, costs, and fees as provided by these Amended Covenants or the Bylaws shall be and become a continuing lien or charge against the Lot or Lots belonging to of any such Owner when payable, which lien may be perfected and foreclosed in the manner provided by law, and may be foreclosed by an action brought in the name of the Board of the Directors as in the case of foreclosure of mortgage liens against real estate shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property.

The lien evidenced hereby shall bind the lot or lots herein described in the hands of the then owner thereof, his heirs, devisees, personal representatives, and assigns. The personal obligation of the member to pay such assessment shall, in addition, remain his personal obligation for the statutory

period and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to these Covenants, or any installment thereof, may be maintained without establishing, perfecting, foreclosing, or waiving the lien herein provided for to secure the same.

The Association shall notify the holder of the first mortgage on any lot for which any assessment levied pursuant to these Covenants becomes delinquent for a period in excess of thirty (30) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to these Covenants, nor shall any such failure affect any of the priorities established in this Article.

No suit or other proceeding may be brought to enforce or foreclose the lien evidenced herein after sixty (60) months from the date the assessment became due and owing. No suit or other proceeding may be brought to enforce or foreclose the lien except after ten (10) days' written notice to the member, given by Registered or Certified Mail - Return Receipt Requested, postage prepaid, to the address of the member shown on the roster of members maintained by the Association.

Section 7. Assessment Certificates. The Association shall, upon written demand at any time, furnish to any member liable for any assessment levied pursuant to these Covenants (or any other party legitimately interested in the same) a certificate in writing and in form sufficient for recordation signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid as to a particular lot. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. Failure of the Association to furnish or make available such a certificate within fourteen (14) business days following the receipt of such a written request shall extinguish the right of the Association to claim the lien for such assessment provided by law and provided for in these Covenants, and a charge not to exceed One-Hundred Dollars ($100.00) may be levied in advance by the Association for each certificate so delivered.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first trust or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject of these Covenants shall be exempt from the assessments created herein; (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; (c) all properties owned by charitable or other organizations exempt from taxation by the laws of the State of Illinois. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Dissolution of Association. In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each Lot shall continue to be subject to the annual assessment specified in Section 1 of this Article, and each Owner shall continue to be personally obligated for such assessment, to the extent that such assessments are required to enable the grantee of the real property owned by the Association to properly maintain it. In no event, however, shall the assessment exceed the amount that would otherwise be payable to the Association in accordance with the provisions of Section 4 of this Article.

ARTICLE VI
Architectural Committee

Section 1. Architectural Committee. Except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color, and location in relation to surrounding structures and topography and conformity with the design concept for the community by an Architectural Committee, hereinafter sometime referred to as ACC, designated by the Board of Directors. The committee shall enforce all provisions within this Article either by verbal or written notice as outlined in Section 26 of this article.

Section 2. Architectural Committee - Operation. The Board of Directors shall appoint an Architectural Committee which shall act subject to the restrictions set forth in these Covenants. The Architectural Committee shall be composed of three (3) natural persons who are members of the Association designated from time to time by the Board of Directors. The affirmative vote of a majority of the members of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval, or the like pursuant to the authority contained in this Article.

Section 3. Approvals. Upon approval by the Architectural Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. The decisions of the Architectural Committee shall be final except that any member who is aggrieved by any action or a failure to take action by the Committee (or by any policy, standards, or guidelines established by the Committee) may appeal the decision of the Architectural Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association, the hearing to be convened within 15 working days of the written request. The hearing may be continued in a reasonable manner from time to time as necessary for appropriate review of the decision.

The right to appeal for failure of the Architectural Committee to take action shall arise only in the event the Committee fails to approve or disapprove any plans or specifications which may be submitted to it pursuant to provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural Committee) have been submitted to it in writing.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (whether by affirmative action or by forbearance from action as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and

specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Rules and Regulations. The Architectural Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines, and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials, or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria, or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of these Covenants. The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards, or guidelines established by the Committee) may appeal the decision of the Architectural Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 6. 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. 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.

Section 7. Minimum Ground Area Requirements. No main structure shall be permitted on any building site covered by these covenants, the habitable floor area of that, exclusive of basements, porches, and garages, is less than the minimum square feet of floor area prescribed based on exterior dimensions as follows:

- Single story main structure shall contain a minimum of 2000 square feet of ground floor area.
- One and one –half and two story main structures shall contain a minimum of 2200 square feet.
- Only one and two story main structures are permitted.
- All main structures shall be constructed with either basement or crawl space under at least 70 percent 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.
- At a minimum, each building site shall contain a 2-car garage and this garage must be attached to the main structure.

Section 8. Allowable Structures. Each lot shall be allowed to have one detached single family dwelling not to exceed two stories in height with a two or three-car garage, pool, patio, deck, and one outbuilding (e.g., storage shed, children's play house, gazebo, walled in structures) incidental to residential use of the premises, subject to the approval of the Architectural Committee as prescribed herein.

No more then one outbuilding may be constructed on the premises, which structure is subject to the approval of the Architectural Committee pursuant to Article VI. The Architectural Committee may establish specific guidelines, including maximum square footage, which will be made available upon request, for the construction of any outbuilding. Outbuildings must be constructed of like or similar materials to the main dwelling. No outbuilding can be constructed prior to the main dwelling.

The Board of Directors, upon recommendation from the Architectural Committee, may permit construction of a 4-car attached garage upon application by the Owner provided that the expansion to a 4-car garage meets all City of Champaign setback and other lot requirements, is to be constructed on a larger than average lot located on the outer peripheral of the Ironwood subdivision.

Section 9. Building Areas. 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; however they should not impinge on front or side yard setback lines or rear easement. The Architectural Committee shall have the privilege of approving or disapproving any such extensions beyond the building limit line.

Section 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 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 form receipt of such notice. If he or she does not do so, the Architectural Committee may take such corrective measures, as they deem appropriate. The lot owner or owners who are found to have failed to comply with this restriction will pay the cost of such work, and any legal proceedings instituted to enforce this covenant.

Section 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 or until made to comply with the restrictions and conditions set forth herein. When required by applicable ordinances of any appropriate governmental agency, no structure shall be occupied until an occupancy permit has been issued by it. No excavation except as is necessary for the construction of improvements shall be permitted.

Section 12. Building Material. No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence construction of improvements and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right-of-way.

Section 13. Street Sight Line Obstruction. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines

extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangle formed by a street property.

Section 14. Right of Inspection. The Architectural Committee has the right to inspect any construction or alteration project that requires approval for the purpose of determining whether or not compliance is being fully met. For this reason they shall not be deemed guilty of trespass.

Section 15. Waiver and Liability. The approval by the Architectural Committee of any plans and specifications, plot plan, grading, planning, or any other plans and specifications, 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 of 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 homeowner association or the present owner of said real estate shall be in any way responsible or liable for any loss 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.

The failure of the Architectural Committee, or any building site owner or the present owner to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien, or charge.

Section 16. Landscaping. As soon 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. Overall landscaping plans that involve more than one hundred (100) square feet of plant cover (calculated as the square footage of all the landscaping improvements on the lot exclusive of lawn grass turf), must be approved by the Architectural Committee. Each Owner shall be responsible to properly maintain the landscaping improvements on the lot.

Section 17. Yard Light. The public lighting of the Property is done by use of yard lights that are located on the lots. One yard light shall be installed in the front yard of the lot occupied by the dwelling. The light shall be equipped with a photoelectric cell to automatically turn the light on during the hours of darkness, with a minimum size or footcandle power as specified by the Architectural Committee. The yard light must be in working condition at all times. Homeowners are responsible for maintenance of these lights and repairs are to be made in a timely manner.

Section 18. Satellite Dishes and Antennas. No electronic antenna or device of any type shall be erected, constructed, placed, or permitted to remain on any of the lots or structures in the subject subdivision without first having given prior written notice to the Architectural Committee as to location. No satellite dish may be installed in the front of the house nor be visible from the street. The maximum size and number of satellite dishes shall be established by available technology and the Architectural Committee. No amateur radio (HAM) or television antenna may extend above the roofline of the house.

Section 19. Water Supply. No individual water supply system shall be installed or maintained on any lot.

Section 20. Sewage. No individual sewage disposal system shall be installed or maintained on any lot.

Section 21. Prohibited Uses and Nuisances. Except with the prior written approval of the Board of Directors of the Association or the Architectural Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Area:

(a) No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any dwelling or upon the exterior of any other improvements;

(b) Pet restrictions shall comply with the City of Champaign ordinances. No more than a total of four dogs or cats shall be kept.

(c) No lot shall be used as a dumping ground for rubbish. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot, except in containers which shall be maintained in a clean and sanitary condition. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection or the night before. Garbage, trash, and other refuse shall be placed in covered containers. No incinerator shall be kept or maintained upon any lot;

(d) Except as herein elsewhere provided, no junk vehicle, trailer, camper, camp truck, house trailer, boat, or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any dwelling) and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area and community facilities shall be kept upon the Property;

Except for emergencies the repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out upon the Property or any lot except from 8 a.m. to 8 p.m. Only work on owner's vehicle is permitted on said owner's driveway. No vehicle which has been disassembled, nor any parts or other material may be left outside of the garage except when such work is being performed in the authorized time period. Other than as provided above, all repair work, maintenance, or painting of any vehicle is restricted to the lot owner's garage;

(e) Bicycles, motorized toys, lawn mowers, snow blowers, and all other similar play or work equipment must be kept in the lot owner's garage or shed except during periods of actual use;

(f) No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right of way to any municipality, political subdivision, public utility, or other public body or authority, or to the Association, or any other person for any purpose;

(g) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable; or similar transmission line shall be installed or maintained on any lot above the surface of the

ground. Satellite dishes do not fall under this provision and are authorized as approved by the Architectural Committee;

(h) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot;

(i) No person, firm or corporation shall strip, excavate, or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken except with the written permission of the Architectural Committee and in connection with the construction or alteration of a building on such premises and excavation of grading incidental thereto;

(j) No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Association acting through the Architectural Committee or duly appointed subcommittee. The Architectural Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate;

(k) No structure of a temporary character, and no trailer, basement, tent, shack, barn, garage, or other outbuilding shall be erected, used, or maintained on any lot at any time as a residence either temporarily or permanently, except that a basement may be used as part of the permanent residence;

(l) No pet pen, kennel, run, stable, clothes line, skateboard ramp or similar exterior items shall be erected, used or maintained on any lot at any time, except that a single pet house with a related run is permissible;

(m) Except for entrance signs, directional signs, signs for traffic control, or safety, community "theme areas", and such promotional sign or signs as may be maintained by the Association, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about any lot or dwelling, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling which is placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. Three political yard signs (not to exceed four (4) square feet in area) are allowed to be displayed on any lot during for up to seven (7) days and must be removed within two (2) days after the election date. The rules of the City of Champaign for the display of signs are also required to be followed on the Property

(n) No structure, planting, or other material shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels; and

(o) No member shall make any private, exclusive, or proprietary use of any of the Common Area except with the specific approval of the Architectural Committee and then only on a temporary basis and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

Section 22. Residential Use - Leasing. All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and provided further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance, or regulation. As used in this Section the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects, telecommuters, and the like, but not including providers, medical or dental clinics. No home businesses which require more than two pickups or deliveries a day (e.g., taxis, delivery services, pet care) or more than five customers or clients per day shall be allowed.

Section 23. Fences. The front edge of any side yard fence constructed upon the Property must be set back at least 8 feet from the front building line (based on an imaginary line drawn from the front corner of the dwelling) of either the dwelling on the lot upon which any such fence is erected or the dwellings on all immediately adjacent lots. However, for corner lots in which the adjacent residences are not facing the same street, the fence height is restricted to four (4) feet. Other rear and side fences shall be less than six (6) feet in height. Chain link and other wire fencing is specifically prohibited. The erection of all fences shall be subject to the provisions of this Article and be subject to prior approval by the Architectural Committee per this Article VI.

Section 24. Parking. 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 parked in a garage. Automobile parking is permitted only in garages, on paved driveways, and upon the paved portions of the public street.

Section 25. House Rules. There shall be no violation of any rules for the use of the Common Area and community facilities or "house rules" or other community rules and regulations consistent with the provisions of these Covenants which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these Covenants authorized to adopt such rules.

Section 26. Enforcement, Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any lot or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural Committee required herein, and upon written notice from the Architectural Committee, such violation shall be promptly removed or abated. In the event the same is not removed or the violation is not otherwise terminated or abated within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall become due and payable and a continuing lien upon such lot and a binding personal obligation of the owner of such lot in all respects (and subject to the same limitations) as provided in Article V of these Covenants. The Association shall have the further right through its agents, employees, or committees to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of these

Covenants exists on such lot. Neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 27. Modification, Waiver, or Addition of Restrictions. These restrictive covenants may be modified, waived, or amended, in whole or in part, and additional restrictive covenants may be adopted, as to any one or more lots, upon the affirmative vote of the voting Members having a majority of the total votes present in person or in proxy at a meeting of the Association.

Section 28. No Authority as to Lake. The Architectural Committee shall have no authority or responsibility as to decisions concerning Lot 100 (Ironwood Lake), which are subject to the authority of the Ironwood 1 Lake Association.

ARTICLE VII
MANAGEMENT

Section 1. Management Agent. The Board of Directors may employ on behalf of the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing.

Any management agreement entered into by the Association shall provide, *inter alia*, that such agreement may be terminated, with or without cause and without the payment of any penalty or termination fee, by either party upon ninety (90) days written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 2. Limitation of Liability. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or community facilities, or from any action taken by the Association to comply with any of the provisions of these Covenants or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE VIII
EASEMENTS

Section 1. Reservation of Easement Rights by the Declarant. The Declarant hereby reserves a non-exclusive easement and right of way in, through, over, and across the Common Area and community facilities for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains, and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provisions of utility services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community. Any and all instruments of conveyance made by the Declarant to the Association with respect to any of the Common Area and community facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the written request of the Declarant, the Association shall from time to time execute, acknowledge, and deliver to the Declarant such further assurances of this reservation as may be necessary.

Section 22. Residential Use - Leasing. All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and provided further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance, or regulation. As used in this Section the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects, telecommuters, and the like, but not including providers, medical or dental clinics. No home businesses which require more than two pickups or deliveries a day (e.g., taxis, delivery services, pet care) or more than five customers or clients per day shall be allowed.

Section 23. Fences. The front edge of any side yard fence constructed upon the Property must be set back at least 8 feet from the front building line (based on an imaginary line drawn from the front corner of the dwelling) of either the dwelling on the lot upon which any such fence is erected or the dwellings on all immediately adjacent lots. However, for corner lots in which the adjacent residences are not facing the same street, the fence height is restricted to four (4) feet. Other rear and side fences shall be less than six (6) feet in height. Chain link and other wire fencing is specifically prohibited. The erection of all fences shall be subject to the provisions of this Article and be subject to prior approval by the Architectural Committee per this Article VI.

Section 24. Parking. 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 parked in a garage. Automobile parking is permitted only in garages, on paved driveways, and upon the paved portions of the public street.

Section 25. House Rules. There shall be no violation of any rules for the use of the Common Area and community facilities or "house rules" or other community rules and regulations consistent with the provisions of these Covenants which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these Covenants authorized to adopt such rules.

Section 26. Enforcement, Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any lot or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural Committee required herein, and upon written notice from the Architectural Committee, such violation shall be promptly removed or abated. In the event the same is not removed or the violation is not otherwise terminated or abated within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall become due and payable and a continuing lien upon such lot and a binding personal obligation of the owner of such lot in all respects (and subject to the same limitations) as provided in Article V of these Covenants. The Association shall have the further right through its agents, employees, or committees to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of these

Covenants exists on such lot. Neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 27. Modification, Waiver, or Addition of Restrictions. These restrictive covenants may be modified, waived, or amended, in whole or in part, and additional restrictive covenants may be adopted, as to any one or more lots, upon the affirmative vote of the voting Members having a majority of the total votes present in person or in proxy at a meeting of the Association.

Section 28. No Authority as to Lake. The Architectural Committee shall have no authority or responsibility as to decisions concerning Lot 100 (Ironwood Lake), which are subject to the authority of the Ironwood 1 Lake Association.

ARTICLE VII
MANAGEMENT

Section 1. Management Agent. The Board of Directors may employ on behalf of the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing.

Any management agreement entered into by the Association shall provide, *inter alia*, that such agreement may be terminated, with or without cause and without the payment of any penalty or termination fee, by either party upon ninety (90) days written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 2. Limitation of Liability. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or community facilities, or from any action taken by the Association to comply with any of the provisions of these Covenants or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE VIII
EASEMENTS

Section 1. Reservation of Easement Rights by the Declarant. The Declarant hereby reserves a non-exclusive easement and right of way in, through, over, and across the Common Area and community facilities for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains, and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provisions of utility services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community. Any and all instruments of conveyance made by the Declarant to the Association with respect to any of the Common Area and community facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the written request of the Declarant, the Association shall from time to time execute, acknowledge, and deliver to the Declarant such further assurances of this reservation as may be necessary.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements, and rights of way over the Common Area and community facilities for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, underground conduits, and such other purposes related to the provisions of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation, and enjoyment of the Common Area and community facilities and for the preservation of the health, safety, convenience, and welfare of the owners of the lots or the Declarant.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 1. Amendment. Subject to the other limitations set forth in these Covenants, these Covenants may be amended upon the affirmative vote of the voting Members having a majority of the total votes present in person or in proxy at a meeting of the Association. Upon approval by the Members, a certified copy of the instrument shall be recorded with the Champaign County Recorder. Subject to the other limitations set forth in these Covenants, these Covenants may be amended by an instrument executed and acknowledged by a majority of the then members of the Association, which instrument shall be recorded with the Champaign County Recorder. Unless a later date is specified in any such instrument, any amendment of these Covenants shall become effective on the date of recording.

Section 2. Duration and Construction. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of these Covenants, and except where permanent easements or other permanent rights or interests are herein created, the covenants, limitations, and restrictions of these Covenants shall run with and bind the land and all parties and persons claiming under them, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to these Covenants, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of recordation of these Covenants, after which the said covenants shall be automatically extended for a successive period of ten (10) years each.

Section 3. Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain or enjoin violation or to recover damages or both, and against any lot to enforce the lien created hereby; and the failure or forbearance by the Association or the owner of any lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Attorneys Fees. The Association shall have the right to recover all attorney fees and reasonable costs incurred in the enforcement of these covenants, including all actions undertaken for enforcement purposes prior to judicial enforcement.

The provisions hereof may be enforced, without limitation, by the Association, by any owner, or any mortgagee of any lot which becomes subject to the provisions hereof and by any other person, firm, corporation, or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association.

Section 13. 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.

Section 14. Suppression. These Amended Declaration and Covenants supersede the Covenants for all Ironwood subdivision phases, which includes Ironwood I, Ironwood II, Ironwood III, Ironwood IV, Ironwood V, Ironwood VI, Ironwood VII, and Ironwood VIII. However, due to the dual membership of the Ironwood 1 Lake Association lots, the provisions from the previous covenants are preserved in Addendum 1 to these Declaration and Covenants, and they are still binding on the members of the Ironwood 1 Lake Association.

IN WITNESS WHEREOF, the Ironwood Association has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents on the day and year first above written.

IRONWOOD HOMEOWNERS' ASSOCIATION

By: Richard K. Balsbaugh
President

ATTEST:

By: Diane D. Warner
Secretary

STATE OF ILLINOIS)
) Ss.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Richard K. Balsbaugh, President, and Diane Warner, Secretary, respectively of the Ironwood Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of the Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of March, 2008.

Laura S. Owen
Notary Public

OFFICIAL SEAL
LAURA S. OWEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-30-2008

Prepared By and Return to:
ROBERT DODD
& ASSOCIATES, LLC
Attorneys at Law
201 Chase Bank Building
303 S. Mattis Avenue
Champaign, IL 61821-3070
Telephone: (217) 356-6363
Facsimile: (217) 355-1358

SECRETARY'S CERTIFICATE

I, Diane Warner, hereby certify that I am the duly elected and acting Secretary of Ironwood Homeowner's Association, an Illinois not for profit corporation, and do hereby certify that the attached copies Amended Covenants and Declarations are true and accurate copies as approved by the Members of the Ironwood Homeowners Association on January 15, 2008, the approval authorizing the officers to execute and record the documents on behalf of all the individual owners.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Company this 20th day of March, 2008.

Diane D. Warner
Secretary

EXHIBIT "A"

LEGAL DESCRIPTIONS

PHASE I:
Lots 100 through147 and 100A in Ironwood I Subdivision, as per plat recorded in Plat Book "CC" at Page 34, in Champaign County, Illinois.

PHASE II:
Lots 201 through 210 in Ironwood II Subdivision, as per plat recorded in Plat Book "CC" at Page 133, in Champaign County, Illinois.

PHASE III:
Lots 301 through 327 in Ironwood III Subdivision, as per plat recorded June 13, 1997 as Document 97R 13303, in Champaign County, Illinois.

PHASE IV:
Lots 401 through 430 in Ironwood IV Subdivision, as per plat recorded December 24, 1997 as Document 97R 31848, in Champaign County, Illinois.

PHASE V:
Lots 501 through 531in Ironwood V Subdivision, as per plat recorded November 12, 1998 as Document 98R 34498, in Champaign County, Illinois.

PHASE VI:
Lots 632 through 635 in Ironwood VI Subdivision, as per plat recorded July 8, 1999 as Document 99R 20447, in Champaign County, Illinois.

PHASE VII:
Lots 701 through 729, 732 through 736, and 743 through 779 in Ironwood VII Subdivision, as per plat recorded March 22, 2000 as Document 2000R 5843, in Champaign County, Illinois.

PHASE VIII:
Lots 800 through 807 in Ironwood VIII Subdivision, as per plat recorded December 19, 2001 as Document 2001R 37558, in Champaign County, Illinois.