BARBARA A FRASCA CHAMPAIGN CO RECORDER 2006R33835 1 OF 22

21/1

IRONWOOD WEST IX SUBDIVISION

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

2006R33835 21
2006R33835
RECORDED ON
12/11/2006 11:19.57AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 83.00
RHSPS Fee: 10.00
REV FEE
PAGES 21
PLAT ACT
PLAT PAGE 1

SURVEYOR'S DECLARATION

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

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF TRACT 2 IN IRONWOOD WEST IX SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2004R02719 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS, SAID CORNER BEING ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SAID POINT OF BEGINNING; THENCE NORTH 88°41'47" WEST 409.98 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 00°24'40" WEST 1052.89 FEET ALONG THE WEST LINE OF SAID EAST HALF; THENCE NORTH 89°34'14" EAST 603.84 FEET TO THE NORTHWEST CORNER OF LOT 6298 IN IRONWOOD WEST IX SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2005R04798 IN SAID RECORDER'S OFFICE; THENCE SOUTH 00°25'46" EAST 360.00 FEET ALONG THE WEST LINE OF SAID LOT 6298 AND THE WEST LINE OF LOTS 6299, 6298, 6284, 6278, 6277, 6260, 6264, 6259 AND 6258, ALL IN SAID IRONWOOD WEST IX SUBDIVISION, TO THE SOUTHWEST CORNER OF SAID LOT 6258; THENCE SOUTH 89°34'14" WEST 39.37 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF ALLISON DRIVE IN SAID IRONWOOD WEST IX SUBDIVISION TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°25'46" EAST 654.91 FEET ALONG THE WEST LINE OF SAID ALLISON DRIVE AND THE WEST LINE OF LOTS 6248 AND 600, ALL IN SAID IRONWOOD WEST IX SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 600; THENCE NORTH 88°41'47" WEST 154.89 FEET ALONG THE NORTH LINE OF SAID TRACT 2 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°25'46" EAST 45.00 FEET ALONG THE WEST LINE OF SAID TRACT 2 TO THE POINT OF BEGINNING, CONTAINING 13.86 ACRES, MORE OR LESS

THIS PROPERTY HAS BEEN SUBDIVIDED INTO 57 LOTS NUMBERED 900 THROUGH 928B INCLUSIVE, THE STREETS AND EASEMENTS AS SHOWN. SAID SUBDIVISION IS TO BE KNOWN AS IRONWOOD WEST IX SUBDIVISION, CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS

THIS PROPERTY LIES PARTIALLY WITHIN ZONE 'C' AREAS OF MINIMAL FLOODING AND PARTIALLY WITHIN ZONE 'A' AREAS OF 100-YEAR FLOOD ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR CHAMPAIGN COUNTY, ILLINOIS, COMMUNITY PANEL No. 170894 0175 B WITH AN EFFECTIVE DATE OF MARCH 1, 1984

WITNESS MY HAND AND SEAL THIS 11TH DAY OF OCTOBER 2006

FARNSWORTH GROUP INC
1819 SOUTH NEIL STREET SUITE F
CHAMPAIGN, ILLINOIS 61820

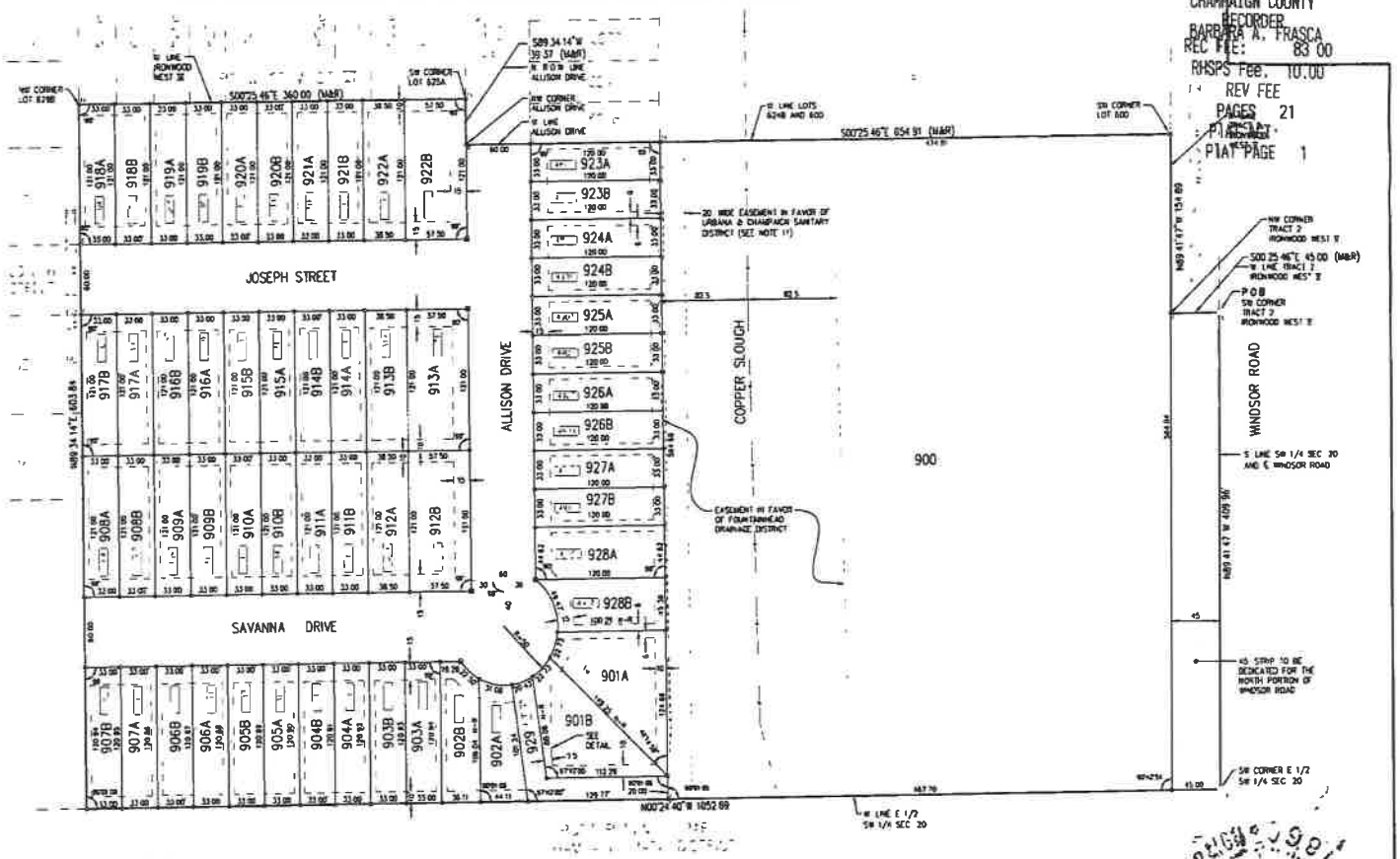
BY: CHAD E. WALLACE
PROFESSIONAL LAND SURVEYOR NO. 3531

CHAD E. WALLACE
ILLINOIS PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
CHAMPAIGN, ILLINOIS

EXP. DATE 11-30-2006
DESIGN FIRM REGISTRATION NO. 184-004864

NOTES

1. IRONWOOD WEST IX SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.
2. IRONWOOD WEST IX SUBDIVISION IS SUBJECT TO AN ANNEXATION AGREEMENT BETWEEN THE CITY OF CHAMPAIGN AND THE OWNERS.
3. IRONWOOD WEST IX SUBDIVISION IS LOCATED WITHIN THE FOUNTAIN HEAD DRAINAGE DISTRICT.
4. BEARINGS SHOWN ON THIS PLAT REFER TO BEARINGS SHOWN ON PREVIOUS PHASES OF THE IRONWOOD WEST SUBDIVISION.
5. SEE CITY OF CHAMPAIGN ZONING ORDINANCE FOR BUILDING SETBACK REQUIREMENTS AND OTHER INFORMATION.
6. STORMWATER DETENTION FOR THIS SUBDIVISION IS PROVIDED BY THE EXISTING DETENTION BASIN LOCATED ON LOT 800 OF IRONWOOD WEST IX SUBDIVISION AND LOT 600 OF IRONWOOD WEST IX, AND BY A PROPOSED EXPANSION OF SAID DETENTION BASIN ON LOT 900 OF AS PART OF THE IRONWOOD WEST IX ENGINEERING PLANS.
7. IRONWOOD WEST IX SUBDIVISION LIES WITHIN 500 FEET OF A WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
8. LOTS 900 AND 929 ARE NON-BUILDABLE OUTLOTS AND ARE TO BE USED AS COMMONS AREAS AND ARE SUBJECT TO GENERAL UTILITY AND DRAINAGE EASEMENTS IN THEIR ENTIRETY.
9. ALL DIMENSIONS ALONG CURVES ARE CHORD DISTANCES.
10. LOT LINES EXTENDING FROM CURVED STREET LINES ARE RADIAL, UNLESS NOTED OTHERWISE.
11. LOT 900 IS SUBJECT TO AN EASEMENT FOR SANITARY SEWER MAIN IN FAVOR OF THE URBANA & CHAMPAIGN SANITARY DISTRICT RECORDED IN BOOK 841 AT PAGE 442 AND IS LOCATED NORTH OF THE COPPER SLOUGH.
12. EACH DWELLING UNIT SHALL HAVE A SEPARATE SANITARY SEWER CLEANOUT LOCATED IN CONFORMANCE WITH ALL APPLICABLE CODES THAT DISCHARGES INTO A COMMON SERVICE SERVING A MAXIMUM OF TWO (2) DWELLING UNITS PER STRUCTURE. A 10 FOOT PERMANENT EASEMENT 5 FEET ON EITHER SIDE OF THE CENTERLINE OF THE COMMON AND UNIT SERVICE SEWERS IS HEREBY RESERVED TO THE BENEFIT OF THE URBANA-CHAMPAIGN SANITARY DISTRICT FROM THE SITE CONNECTION ON THE PUBLIC SANITARY SEWER TO THE FOUNDATION LINE OF EACH DWELLING UNIT.



0 25 50 100
SCALE 1 - 50

LEGEND

———	BOUNDARY OF SUBDIVISION
- - - - -	UTILITY AND DRAINAGE EASEMENT LINES LINE WHICH EXTENDS 5' FROM LOT LINE UNLESS NOTED OTHERWISE
●	5/8" DIAMETER BY 30" LONG IRON ROD WITH PLASTIC CAP STAMPED "FARNSWORTH GROUP"
⊕	5/8" DIAMETER BY 30" LONG IRON ROD WITH PLASTIC CAP STAMPED "FARNSWORTH GROUP IN CONCRETE
▪	CHISELED 'X'
	PK NAIL
	EXISTING
(R)	RECORDED
(M)	MEASURED
———	STREET ADDRESS AS ASSIGNED BY THE CITY OF CHAMPAIGN ENGINEERING DEPARTMENT
POB	POINT OF BEGINNING
N-R	NON-RADIAL

DETAIL
NOT TO SCALE

APPROVED
THE CITY COUNCIL OF THE CITY OF CHAMPAIGN ILLINOIS IN ACCORDANCE WITH COUNCIL
BILL NO. 2006-319
DATE August 15, 2006
BY (MAYOR)
ATTEST (CITY CLERK)

ENGINEER/SURVEYOR

FARNSWORTH GROUP INC
1819 SOUTH NEIL STREET SUITE F
CHAMPAIGN, ILLINOIS 61820
(217) 352-7488

OWNER/DEVELOPER

IRONWOOD WEST LLC
NO. 7 DUNLAP COURT
SAVOY, IL 61874
(217) 355-6922
By

OWNER/DEVELOPER

SIGNATURE CONSTRUCTION INC
NO. 7 DUNLAP COURT
SAVOY, IL 61874
(217) 355-8822
By

Farnsworth GROUP
1819 S. NEIL STREET SUITE F
CHAMPAIGN, ILLINOIS 61820
(217) 352-7488 / (217) 352-7490 Fax
www.f-w.com

Drawn CDG Done 10-19-06
Checked Book No. CU07

IRONWOOD WEST IX SUBDIVISION

FINAL PLAT

Sheet No. 1 OF 1
Project No. 106549

SW 1/4 SEC 20 T19N, R8E, 3P M

2006R33835 21
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Prepared by and return to:
Kelly E. Ford
Lietz Banner Ford LLP
1605 S. State St., Ste. 103
Champaign, IL 61820
(217) 353-4900

Above Space for Recorder's Use Only

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

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

IRONWOOD WEST LLC, an Illinois limited liability company, and **SIGNATURE CONSTRUCTION, INC.**, an Illinois corporation, individually and collectively referred to as the "Owner" of the real estate hereinbefore described in the surveyor's certificate on the face of the plat for Ironwood West IX Subdivision, Champaign County, Illinois, have caused the same to be surveyed by Chad E. Wallace, Illinois Professional Land Surveyor No. 3521, and have subdivided said real estate into lots, streets, and commons, said subdivision to be known as Ironwood West IX Subdivision, herein also referred to as the Subdivision.

Owner hereby grants and dedicates perpetually the tracts, shown on the Plat as street(s), road(s), and/or other open public space ("right-of-way") to the City of Champaign, for public use, with the right to use the right-of-way for transportation, utility or any other use the City of Champaign shall deem to be necessary or useful to the public. No person shall obstruct the right-of-way unless the City of Champaign authorizes the obstruction in writing. The right-of-ways shall bear the respective names shown on the Plat subject to the right of the City of Champaign to change the name as provided by law.

Owner hereby dedicates perpetually the tracts shown on the Plat as "easements", "utility easements", "drainage easements" or any other easement, however designated, to the City of Champaign for public utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television, or any other such use that the City of Champaign shall deem to be necessary and useful to the public. All such utility improvements, to the extent practicable, shall be located underground.

The City of Champaign shall have the right to authorize persons to use the easement and to maintain or authorize a utility to maintain the easement free from buildings, fences, structures, and obstructions of any kind whatsoever. No person shall obstruct the easement unless the City of Champaign authorizes the obstruction in writing. Vegetation, unless otherwise prohibited by law, shall

not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, only grass may be maintained in that portion of any drainage tract located in a floodway or floodplain. The property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as a result of use or maintenance of the easement for utility purposes. Berms or grading changes made which are not in conformance with the approved plans for drainage filed with the City shall be considered obstructions. The cost of removing unauthorized obstruction shall be borne by the owner of the property on which said obstruction is located.

SCHOOL DISTRICT STATEMENT

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

DECLARATION OF RESTRICTIONS

I. RECITALS

WHEREAS, Owner is the owner in fee simple and developer of certain real estate in Ironwood West IX Subdivision, City of Champaign, Champaign County, Illinois, ("Subdivision"), which is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Owner desires to develop the Subdivision into a residential neighborhood;

WHEREAS, Owner desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any Lot therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate;

WHEREAS, Owner intends to, and does hereby declare that such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, shall be sold and conveyed subject to the following easements, restrictions, covenants and conditions; which such easements, restrictions, covenants and conditions shall run with the real estate 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.;

WHEREAS, Owner desires to preserve the integrity of the design, the continuation and enhancement of the landscape elements and other aesthetic additions on the property and provide for controls necessary to maintain the Property which if not maintained would adversely affect the Property and the Lot Owners.

NOW, THEREFORE, Owner declares as follows:

ARTICLE I
DEFINITIONS

Certain words and terms used in this Declaration are defined as follows:

(a) Association: The Association of all the Lot Owners acting pursuant to the By-Laws through its duly elected Board. Until such time as the Association is formed, Association and Board shall be Developer.

(b) Annexation Agreement: Annexation Agreement between the City of Champaign and B. Judith O'Neil and Virginia L. Cordier and Randy Peifer recorded August 7, 2000 as document no. 2000R18130.

(c) Board: The Board of Managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated Association.

(d) By-Laws: The By-Laws of the Association, which are adopted by the Association.

(e) Developer: Ironwood West, LLC, or its successor or assigns.

(f) Duplex: A building containing two Dwelling Units.

(g) Duplex Lots: Lots 901-928 A & B of the Subdivision on which Developer intends for a Duplex to be built; the center and shared lot line for each A & B pair of Lots shall be the location of the Duplex party wall referenced herein.

(h) Dwelling Unit: A structure or portion thereof designed and constructed for the residential use of one household.

(i) Lot: Any parcel of land or other tract in Ironwood West IX Subdivision, City of Champaign, Champaign County, Illinois against which this Declaration is recorded, together with any and all improvements thereon.

(j) Lot Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.

(k) Majority or Majority of Lot Owners: The owners of more than fifty percent (50%) of the Lots comprising the subdivision.

(l) Occupant: A person or persons, other than a Lot Owner, in possession of a Lot.

(m) Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(n) Plat: The Final Plat of Ironwood West IX Subdivision, City of Champaign, Champaign County, Illinois, recorded _____, 2006, as Document No. 06-_____.

(o) Property: That certain real estate herein described in Exhibit A and such additions thereto as may be brought within the jurisdiction of the Association or subject to this Declaration.

(p) **Record:** To record in the Office of the Recorder of Deeds of Champaign County, Illinois.

(q) **Reserves:** Those sums paid by Lot Owners which are separately maintained by the Board for purposes specified by the Board.

(r) **Single Dwelling Lots:** Any pair of A & B Lots contained in Lots 901-928 A & B of the Subdivision shall be considered a Single Dwelling Lot if the owner of such pair of A & B Lots desires to build a single separate and detached Dwelling Unit on such pair of A& B Lots rather than a Duplex.

(s) **Subdivision:** Ironwood West IX Subdivision, City of Champaign, Champaign County, Illinois, and all other subdivisions as shown on the Plat.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO AND DELETIONS THEREFROM

1. Declaration. Developer declares that the real estate described on Exhibit A attached hereto and made a part hereof, together with all improvements and structures now and hereafter erected, shall be occupied subject to the covenants restrictions, easements, uses and privileges, changes and liens hereafter set forth which shall be binding on all parties having or acquiring any right, title or interest therein and shall inure to the benefit of each owner, Developer and the Association.

2. Platting and Subdivision Restrictions. Developer has caused the preparation and recording of the Plat. Developer shall be entitled at any time and from time to time to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the above described Property and to record a document which makes any or all of the Property subject to these restrictions.

3. Description of Lots. All Lots are or shall be delineated on the Plat. The legal description of such Lot shall consist of the identifying number of such Lot as shown on the Plat.

ARTICLE III
CONSTRUCTION REQUIREMENTS

1. Construction Requirements on Single Dwelling and Duplex Lots. The construction of residences on the Single Dwelling and Duplex Lots in the Subdivision shall be governed by the following specifications:

(a) Setback Lines. The setbacks being shall comply with the zoning ordinance of the City of Champaign. As of the date of recording of the Plat, the setbacks for Single Dwelling Lots are as follows: front yard setback – 25 feet; side yard setback -- 6 feet; and, rear yard setback – 10 feet. As of the date of recording of the Plat, the setbacks for Duplex Lots are as follows: front yard setback – 25 feet; side yard (excluding center shared lot line) setback -- 6 feet; and, rear yard setback – 10 feet.

(b) Footage Requirements. One-story ranch style residences constructed on Single Dwelling Lots shall have a total living area of not less than one thousand seven hundred (1,700) square feet; one and one-half and two-story residences constructed on Single Dwelling Lots shall have a total living area of not less than one thousand nine hundred (1,900) square feet. Each Dwelling Unit in a one-story Duplex shall contain at least 1,400 square feet; each Dwelling Unit in a Duplex having more than

one story (including one and one-half stories) shall contain at least 1,500 square feet. Split-foyer and split-level style residences shall not be permitted.

(c) Permitted Exteriors. No wall board, aluminum siding, sheet metal, tar paper, or roofing paper shall be used for any exterior wall covering or roofs. Aluminum may be used for gutters and downspouts, soffit and fascia boards. Stone, brick, wood, vinyl and stucco style materials, shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. No excessively bright colors or light shadings shall be permitted on the exteriors of any building in the Subdivision. Twenty percent (20%) of the front elevation of each residence shall be brick or stone facing. Modular construction shall be permitted only with express written approval of Developer, which may be withheld in Developer's sole discretion.

(d) Garages. Each Dwelling Unit constructed on either a Single Dwelling Lot or a Duplex Lot in the Subdivision shall contain an attached, enclosed garage adequate to store, at a minimum, two (2) standard-sized passenger vehicles, or, as a maximum, three (3) standard-sized passenger vehicles. Any such garage shall be in conformity with the attached residence as to exterior, architecture and location. The minimum size for any garage shall be twenty feet by twenty-two feet (20'x22').

(e) Shingle Requirements and Roof Pitch. Only architectural shingles are allowed to be used on each residence. The color of the shingles must be approved by Developer. No three tab shingles are allowed. Minimum roof pitch of six/twelve is required, and porch roof shall have a minimum of four/twelve pitch, unless Developer approves an alternate.

2. Architectural Control.

(a) Developer shall be solely responsible for architectural control until Developer has assigned his rights under this Declaration to the Association in accordance with Article V, Section 6 of this Declaration. Thereafter, an architectural control committee shall be appointed by the Board ("Architectural Control Committee") and shall have the same rights as Developer under this Article III, Section 2.

(b) Developer shall have right and power to reject approval of plans submitted if they do not benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

(c) No building, tower or swimming pool shall be erected, placed, or altered on any Lot in the Subdivision until the following are submitted to and approved by Developer: the building plan, the specifications thereof, showing the proposed construction, nature, kind, shape, height, material and color scheme thereof, building elevations, a site plan showing the Lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings, and the grading plan of the building site shall have been have been submitted to and approved by Developer. A minimum of two (2) copies of all building plans, specifications, and site plans shall be submitted before commencement of any construction on a Lot.

(d) Developer, as part of the approval process, shall evaluate the proposed improvements as to conformity and harmony of external design with existing structures in the Subdivision and as to location of the building with respect to topography and finished ground elevation. One copy of said building plans, specifications, and site plans shall be retained by Developer. Developer, at Developer's option, may require that samples of all exterior materials be submitted for examination prior to approval. If Developer fails to give written approval or disapproval to such plans and specifications within thirty

(30) days after same has been received by Developer, the plans and specifications shall be deemed approved. All improvements shall be constructed in strict conformity with approved plans and specifications. Any changes during construction of the size or exterior of the building, either as to materials or colors, must be approved in writing by Developer prior to continuation of construction. Panelized construction and modular construction are allowed only with and subject to Developer approval. Developer shall have no liability to any Lot Owner for the failure of a Lot to comply with the restrictions set forth herein or for approving any plans which do not comply. Written approval of Developer of plans and specifications and construction in accordance with those specifications shall be deemed to constitute compliance.

(e) The approval by Developer of any plans and specifications, site plan, grading or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by Developer of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval as in connection with the same Lot.

3. Commencement of Construction. Any individual or entity acquiring a vacant Lot from Developer must commence construction within twenty-four (24) months after the conveyance of title, unless a written extension is granted by Developer. If Developer elects to grant any such extension, as a condition to any such extension, Developer may demand reimbursement of any utility deposits which remain unrefunded due to failure to hook up a Dwelling Unit on such Lot, with the right to any future refund for such Lot to be assigned to the Lot Owner. All construction must be completed in accordance with approved plans, and the lot must be maintained by the Lot Owner at all times by trimming grasses and weeds to be no taller than six (6) inches. In the event such construction is not commenced within the allotted time, Developer shall have the absolute right, at its sole option, to repurchase the Lot by repayment of the original purchase price, in cash, with no interest to have accrued thereon. In the event a Dwelling Unit is commenced but not completed within the allotted time after written notice to the Lot Owner and failure of the Lot Owner to cure within sixty (60) days, Developer shall have the absolute right, at its sole option, to repurchase the Lot for the original purchase price.

4. Non-Occupancy and Diligence during Construction. The work of construction of any building shall be prosecuted diligently and continuously from the time of commencement until the exterior construction is substantially completed. No Dwelling Unit shall be occupied as a residence until the exterior of such Dwelling Unit is completed in accordance with the approved plans and a certificate of occupancy has been issued.

5. Driveways and Curb Cuts. All driveways leading from the street to the garage must be made of blacktop, concrete, or other materials permitted by Developer. Curbs which are removed for the purpose of making a driveway entrance, shall be replaced as far as the nearest construction or expansion joint to ensure a smoothly joining entrance, with a radius of return of at least five (5) feet.

6. Duplex Construction Requirements and Easements: It is the intent of the Developer that either a Duplex or a separate, detached single family residence may be built on each building site in Lots 901-928 A & B. Accordingly, until such time as a residence is constructed on such Lots, the following Lots shall be conveyed together, and shall not have separate ownership, until such time as a Dwelling Unit has been constructed on each Lot, if a Duplex is constructed, or a pair of A & B Lots, if a separate, detached single family residence is constructed, and building is acceptable for occupancy: 901A&B; 902A&B; 903A&B; 904A&B; 905A&B; 906A&B; 907A&B; 908A&B; 909A&B; 910A&B; 911A&B; 912A&B; 913A&B; 914A&B; 915A&B; 916A&B; 917A&B; 918A&B; 919A&B; 920A&B; 921A&B; 922A&B; 923A&B; 924A&B; 925A&B; 926A&B; 927A&B; and, 928A&B. Each pair of Lots shall be considered a building site for purposes of these Covenants.

During construction of a Duplex on the building site located on each pair of Lots referenced herein, the Owner shall construct a party wall on the center line of each pair of Lots. The Owner hereby reserves a six foot wall maintenance easement down the center line of each pair of Lots, said easement being three feet on each side of the center line of such Lots along the party wall of each Lot owner for the purpose of maintaining and, in the event of damage or destruction to such wall, for the purpose of repairing and/or reconstructing such party wall. The easement created herein is established for the benefit of each Lot owner to enter and temporarily occupy a reasonable portion of the adjacent Lot where there are any common party walls, for the purpose of maintenance of his or her unit; provided, however, that such occupancy shall not unreasonably interfere with the use of the adjacent Lot by its owner.

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

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

ARTICLE IV
USE AND OCCUPANCY OF LOTS

1. Property Use. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family Dwelling Unit on the Single Dwelling Lots, and not more than one Dwelling Unit on the Duplex Lots, and a private garage. No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious, fraternal, or other business purpose.

2. Landscape Requirements.

(a) Yards. 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; further, the owner of a corner Lot shall sod the yard adjacent to both streets to the front of the house.

(b) Trees. A tree of one of the following species not smaller than two and one half inches (2½") in diameter (measured four feet above the ground) shall be planted and maintained in the front parkway within six months of occupancy of a residence on a Lot. The approved species are red sunset maple, autumn blaze maple, autumn purple ash and red oak. Comparable trees recommended by a landscaper and approved in writing by the Developer may be substituted.

(c) Plantings. The area between the Dwelling Unit and the sodded yard shall be covered in stone or bark and a minimum of fifteen (15) plantings; such plantings shall be completed by Lot Owners within six months of occupancy of a residence on a Lot.

(d) Completion. Landscaping must be complete within six (6) months of occupancy, including final grading, sodding, mulching and front planting.

(e) Maintenance. Landscaping that dies shall be replanted and all landscaping shall be maintained in a healthy condition.

3. Sewer Requirements. All Dwelling Units shall connect with the sanitary sewer system in accordance with all applicable health codes. No individual on-site sewage disposal system or water supply well shall be installed or maintained on any Lot.

4. Swimming Pools. In-ground swimming pools are permitted on Single Family Lots only. Above-ground pools shall not be permitted anywhere in the Subdivision. All swimming pools must be enclosed by fencing approved by Developer and shall, in all respects, comply with applicable ordinances and building codes. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view.

5. Signage. Any residential for sale or builder signage used on any Lot shall be limited to a maximum area of eight square feet. Only one builder sign and one real estate agent sign shall be permitted on each Lot.

6. No Accessory Structure. Except as otherwise described in this Declaration, no accessory structure or outbuildings are permitted in the Subdivision, including playhouses or sheds. Lot Owners are permitted to erect a maximum of one play structure on each Lot provided that said play structure does not exceed one of the following dimensions: sixteen () feet in length, ten (10) feet in height and twelve (12) feet in width.

7. Sump Drain Line. If a sump pump drain line is provided by Developer, it must be connected to the sump pump by Lot Owner at Lot Owner's expense. All drain lines must discharge to the front or rear of the residence. Side discharge is not permitted.

8. Dumpster. During construction a dumpster is required to be on the property for disposal of construction materials. The Lot Owner and Lot Owner's contractor are both responsible for seeing that no open flame or burning of construction materials occurs at the construction site. All trash must be deposited in the dumpster, and contractors are requires to sweep the streets to remove all mud, dirt and gravel deposited by their construction.

9. Subsidence Insurance. All Lot Owners are required to carry mine subsidence insurance on the Lots and Dwelling Units.

10. Drainage. All Lots shall be graded so as to maintain the existing drainage pattern. No Lot Owner shall divert water to a neighboring Lot, and no Lot Owner may alter its drainage pattern without

obtaining prior Developer approval. Each Lot Owner shall be solely responsible for compliance with this Section. Developer shall have no liability for ensuring compliance or enforcement.

11. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, in the Subdivision.

12. Replatting. No Lot or Lots as platted shall be divided so as to result in creating additional lots. Developer, at Developer's sole discretion, may permit a Lot or a portion of a Lot to be added to an adjacent Lot to create a larger Lot, provided that the resulting remainder of a Lot is of sufficient size to construct a residence upon it in accordance with the construction requirements detailed herein, and further provided that the location of the building setback lines shall be modified to reflect the new size of each Lot.

13. Foliage Removal. No trees or other significant foliage, other than trees or foliage which are dead, hazardous, or reasonably impede construction of a Dwelling Unit or interfere with an easement, shall be destroyed or removed from any Lot without the consent of Developer.

14. Offensive Activities. No noxious, hazardous, or offensive trade, object, or activity which may be or may become a nuisance, hazard or danger to the neighborhood, by site, sound, odor, or otherwise, shall be performed or maintained on any Lot or other part of the Subdivision.

15. Animals. No animal other than domesticated house pets shall be kept or maintained within the Subdivision. No pet runs or invisible fences shall be permitted in the Subdivision. All pets must be leashed or kept in an improved enclosure. Each Lot shall be limited to no more than two dogs and two cats unless otherwise approved by Developer.

16. Property Maintenance. All Lot Owners shall keep their Lots well-maintained and in a presentable condition. In the event a Lot presents a nuisance or an unattractive appearance because of accumulated debris, weeds or grasses, Developer shall attempt to notify the Lot Owner in writing of the objectionable condition of the Lot, with said notice to be mailed by certified mail, if more current information is not available, to the address listed with the Champaign County Supervisor of Assessments for the mailing of tax bills for said Lot. If the condition of said Lot is not adequately improved within ten (10) days of the mailing of such notice, Developer may undertake such reasonable acts as may be necessary to improve the condition of the Lot. Any charges sustained by Developer may be charged to the Lot Owner, and, at the option of Developer, may constitute and be recorded as a lien against said Lot. Such liens may be enforced against the Lot Owner's property as permitted by law. Such liens must be recorded within two (2) years of the time the debt was incurred and, unless enforced, shall expire within two (2) years of recording. Attorneys' fees and court costs shall be recoverable for filing and enforcement of such lien. All owners of vacant Lots are required to maintain the front forty feet (40') of each Lot so that it is mowed to a height of a maximum four inches (4"). The owner of corner Lots must mow not less than forty feet (40') back from any curb.

17. Vehicle Storage. All Lot Owners shall provide and use at all times off-street parking for the number of automobiles in use by the Lot Owner or residents of the Lot. No recreational vehicles, trailers, vans, mobile homes, boats, or other objects of substantial size, whether operative or inoperative, may be parked or stored on a regular basis or for more than three (3) days at any time (and solely for the purpose of loading and unloading) within the confines of the Subdivision unless same is enclosed and concealed from view within a garage on the Lot Owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways. No disabled automobiles shall be stored on a Lot except within a garage concealed from view.

18. Supply Storage. No building material of any kind or character shall be placed or stored upon a Lot until the Lot Owner is ready to commence improvements in compliance with an approved architectural plan. Except as necessarily incidental to construction of buildings and structures on Lots, no new or used construction materials, supplies, unused machinery, or the like shall be kept or allowed to remain in the Subdivision unless stored inside a building and concealed from view. In the event the Lot Owner fails to comply with the provisions of this Section 20, the Association may give said Lot Owner written notice requesting cure of said violation. In the event the Lot Owner fails to cure said violation within fifteen (15) days of the date of the written notice, the Association shall have the right to enter onto the property and remove said materials and charge the Lot Owner for the costs thereof. The Association shall have the right to file and enforce a lien against said Lot for the amount of said charge as well as administrative and reasonable attorney fees incurred by the Association pursuant thereto.

19. Garbage Service. Garbage shall be place on the curb for pickup only on the morning of pickup.

20. Outdoor Lighting. All Lot Owners, upon completion of construction of the Dwelling Unit, shall install in the front area of their Lot, suitable, Developer-approved, lighting for night illumination of the frontage area of their Lot.

21. Fencing. Developer reserves the right to install a perimeter fence to the subdivision. Developer has approved the following fencing types for the Single Family Lots: black ornamental fencing and wood cedar fencing. Wood cedar fencing must be treated at the time of construction, and continuously maintained, with a stain in a color compatible to the residence located on the respective Lot. Fencing shall not exceed a maximum height of four feet (4') except fences surrounding in-ground swimming pools which shall be the height required by City of Champaign code. No invisible fences or dog runs of any kind shall be permitted in the Subdivision. All fencing must meet these approved fencing specifications.

22. Patios and Privacy Screens. Lot Owners may erect privacy screens on their respective Lots provided that said screens do not exceed 6 feet in height or eight feet in width. A patio is permitted on each Lot, located to the rear of the Dwelling Unit. Each patio should be limited to a maximum depth of sixteen feet (16') and a maximum width of eighteen feet (18').

23. Hazardous Substances. No Lot Owner shall cause of permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective Lot. Lot Owners shall not do, nor allow anyone else to do, anything affecting their Lot that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on their Lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the premises.

Lot Owners shall promptly give the Association written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving their Lot and any Hazardous Substance or Environmental Law of which Lot Owners have actual knowledge. If the Lot Owners learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting their Lot is necessary, the Lot Owners shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 24, "Hazardous Substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 24,

"Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

24. Items Affixed to Exterior; Window Coverings; Hanging of Laundry. Lot Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the buildings and no sign, awning, canopy, shutter, radio or television antenna or satellite dish shall be affixed to or placed upon the exterior wall or roof or any part thereof or on the Lots without the prior written consent of Developer, except that no prior approval shall be required for satellite dishes not exceeding 24 inches in diameter provided such dishes are placed in the rear of the Lot and obscured from view by landscaping. No clothes, sheets, blankets, laundry, windsocks or other articles of any kind shall be hung out or exposed on any part of the Lot. The coverings of interior surfaces of windows, whether drapes, shades or other items visible on the exterior of the building shall be of a solid light neutral color on the side that is visible from the exterior.

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

Collectively, the owners of each Duplex shall be responsible for the maintenance, painting, repair, or replacement of all exterior walls, including the foundations thereof, roofs, gutters, downspouts, and common sanitary sewers, as is made necessary and desirable as a result of the natural and ordinary wear and/or deterioration thereof. The responsibility for such maintenance work shall be born in accordance with the following procedures:

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

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

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

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

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

ARTICLE V
APPLICATION, AMENDMENT AND ENFORCEMENT OF DECLARATION; ASSIGNMENT OF DEVELOPER'S RIGHTS

1. Application of Restrictions. All persons, corporations, trusts or other entities that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with and shall be bound by the covenants, conditions, restrictions and stipulations contained herein as to the use of the Subdivision and the construction of Dwelling Units and improvements therein, as hereinafter set forth.

2. Amendment of Restrictions/Plats. Until Developer divests himself of all interest in all Lots of the Subdivision, Developer shall retain the right to amend, modify or annul any of the restrictions detailed herein or on the Plat by a written instrument to be recorded in the Office of the Recorder of Deeds, Champaign County, Illinois. Upon the sale of all of Developer's interest in the Subdivision, these restrictions may be amended by the affirmative vote of two-thirds (2/3) of the total Lot Owners in the Subdivision, with the collective owners of each Lot to have one vote in regards to any such amendment. However, after Developer's sale of any Lot, no amendment of these restrictions or the Plat of the Subdivision shall significantly impede or alter the continued development of the Subdivision in accordance with the general intent of Developer as expressed herein.

3. Enforcement of Restrictions. Any Lot Owner in the Subdivision, the Developer, and/or the Association when formed shall be entitled, but not required, to prosecute, in any proceeding in law or equity, any owner violating or attempting to violate any of the restrictions or covenants contained herein, to either prevent said Lot Owner from committing said violation or to recover damages for such violation. In the event the Developer, a Lot Owner, or the Association is required to undertake legal action for the enforcement of these Restrictions or a lien filed in accordance with these Restrictions, the Developer, Lot Owner or Association shall be entitled to any and all costs, expenses, and fees, including attorneys fees and costs of litigation, which may be paid or incurred in enforcing these Restrictions or foreclosure of lien.

4. Invalidation of Restrictions. Invalidation of any portion of these restrictions by judgment of court order shall not affect any remaining restrictions, which shall remain in full force and effect and be construed, as closely as possible, with the original intent of Developer.

5. Limitation of Liability. In no event shall any action or inaction by Developer in regards to Developer's powers or duties expressed herein constitute or give rise to any liability against Developer, provided such action or inaction does not constitute fraud or gross negligence.

6. Developer Right to Assess. Until such time as the Developer assigns its rights, duties, and obligations to the Association, as provided in paragraph 7 hereafter, the Developer shall be empowered to assess each individual Lot for said Lot Owner's proportionate share of the annual costs of maintenance of common areas and operational costs (with a reasonable reserve). The assessment against each Lot in the Subdivision shall be in equal amounts regardless of a Lot's size. The amount of the

annual assessment charged to each Lot Owner by the Developer may not exceed the sum of $150.00 per year, adjusted for inflation. The Developer shall have the same rights afforded the Association provided in Article VI to collect assessments, including the right to record a lien on Lots for which Lot Owners have failed to pay assessments.

7. Assignment of Rights by Developer. Developer shall have the right to sell, assign, transfer, or convey all of the rights of Developer. Any such transfer shall be in writing and recorded in the Office of the Recorder of Deeds, Champaign County. Developer may, from time to time, appoint a designated agent to act for Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority of said representative. Upon the formation of the Association and the recording of written authorization from Developer, all rights, duties, and obligations of Developer herein contained shall be transferred to the Association unless certain rights are specifically retained. Until the sale of one hundred percent (100%) of the Lots, Developer, in such written transfer of rights, duties, and obligations may retain specific rights, including, without limitation, the right to approve construction plans and grant extensions for commencement of construction. Upon the sale of all Lots in the Subdivision, such transfer of all such rights, duties and obligations set forth in these restrictions to the Association shall be automatic.

8. Developer Right to Convey Common Areas to Park Districts and Similar Entities. The Developer shall have the power to make agreements with park districts, not-for-profit corporations, or any other municipal government for the maintenance of any common areas and shall have the power to convey any said common areas to said municipal government or park district, provided said property is within the jurisdictional boundaries of such municipal government or park district.

ARTICLE VI
IRONWOOD WEST HOMEOWNERS' ASSOCIATION

1. Membership in Association. Upon its formation, all Lot Owners in the Subdivision shall become members of the Association. Membership in the Association shall run with the land, and any conveyance of an interest to property in the Subdivision shall be deemed a conveyance of the associated membership in the Association.

2. Formation of the Association. The Association shall be formed the earlier of a) the sale of all of the Developer's interest in the Subdivision, or b) the sale of seventy-five percent (75%) of the Lots in the Subdivision, plus written approval by the Developer for formation of the Association. The Association shall be deemed formed when a written notice of the formation of the Association has been recorded in the Office of the Champaign County Recorder of Deeds and indexed to each Lot in the Subdivision.

3. Powers and Duties of Association. Once formed, the Association shall have the following powers and duties:

a. Litigation. The Association shall specifically have the authority to bring suit to enforce compliance with any of the restrictions pertaining to the Subdivision in its own name and on its own behalf.

b. Maintenance. A primary purpose of the Association will be to provide for the ownership, development and maintenance and upkeep of the common areas and storm water detention basins of Ironwood West Subdivisions, as well as any under drains and appurtenances constructed within such subdivisions. Upon completion of the detention basin improvements, the Developer shall convey Lots

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containing detention basins to the Association, and the Association shall accept such conveyance and assume all maintenance responsibility for the basins. The Association shall also maintain in a well kept condition any additional fence the Developer may chose to erect around the perimeter of the Subdivision and mow and maintain the property extending outward from the Subdivision to adjacent roadways.

c. Construction Approval. Upon written grant of authority from the Developer, the Association shall be responsible for the approval of construction in the Subdivision in accordance with the restrictions and the issuance of certificates of compliance through the Architectural Control Committee.

d. Assessments. The Association shall be authorized to assess fees against the Lot Owners in the Subdivision for the operational costs and projects of the Association in accordance with the guidelines hereinafter established.

e. Ownership of Property. The Association may own property in its own name.

f. Full Powers. Upon written grant of authority from Developer pursuant to Article V, Section 6, the Association shall have all rights otherwise reserved to Developer.

4. Organization and Operation of the Association. Once formed, the Association may establish guidelines and By-laws for operation of and membership in the Association. The Association may elect to be organized and operate as a not-for-profit corporation or any other type of legal entity.

5. Initial Meeting and Organization of Association. Notice of the initial meeting of the Association shall be provided by the Developer by either delivery or mailing of notice, regular mail, to each Lot Owner in the Subdivision. The notice shall detail the date, time and place of the initial meeting of the Association, with said meeting to be held within forty-five (45) days of the date of the notice. Developer may conduct the initial meeting until such time as the first election of trustees. If Developer should fail to schedule the initial meeting of the Association after such time as when the Association should have been formed, the initial meeting can be scheduled by any individual Lot Owner in the Subdivision by following the procedures noted herein.

6. Voting Rights. In regards to all Association matters, one vote may be cast by the collective owners of each Lot of record in the Subdivision. Voting in Association matters may be done in person or by written proxy for specific issues, or general proxies provided same, on their face, expire within six months of execution.

7. Election of Board. At the initial meeting of the Association, the Association shall select a temporary board and a nominating committee to present a slate of board members to be presented at an election of the board to be held within sixty days of the initial meeting. Each Lot Owner shall be entitled to cast one vote for each Lot owned for the election of the members of the Board the Association. Initially, the Board shall consist of five (5) members. Those five individuals receiving the highest total of votes shall be elected as the Board. The Board shall have the following rights and duties:

a. Budgets. The Board shall formulate a budget based on the estimated annual expenses of the Association for maintenance of common areas and operational costs with a reasonable reserve.

b. Assessments. The Board shall provide for the assessment of fees to each Lot owner in an amount necessary to provide the funds required pursuant to the budget.

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c. Employment. The Board shall employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the entryway sign, and to employ and retain on behalf of the Association such legal, accounting, or other professional services as may be required by the Association.

d. Preparation of By-Laws. The Board shall formulate and propose, as part of the initial organization of the Association, general by-laws and guidelines for the Association.

e. Payment. The Board shall pay the bills of the Association and maintain accounts and books and records in accordance with standard accounting practices.

8. Provisions Relating to the Board. Unless and until the Association adopts new by-laws, each Board member shall be elected for a period of three years, provided, however, that the two Board members receiving the fewest number of votes at the initial meeting of the Association shall be elected for a term of two years and one year, respectively, with their successors to be elected for three year terms; thus staggering the terms so that in each year, one Board member is elected. The Board members shall provide for at least an annual meeting of the Association to held at a reasonable time and place, which meeting shall include the election of one new Board member, with notice of said meeting to be made by delivering or mailing such notice, regular mail, to all Lot owners or by conspicuously posting notice of said meeting for fourteen (14) days in advance of the meeting in at least three places in the Subdivision. Board members shall not be entitled to receipt of compensation for their acts as Board members, nor shall any Board member receive compensation for professional advice provided to the Association. Absent fraud or gross negligence, no Board member shall be personally liable for any act or failure to act on behalf of the Association.

9. Adoption or Amendment of By-Laws. The Association may adopt or amend the By-Laws of the Association upon the affirmative vote of three-fourths of all Lot Owners in the Subdivision.

10. Assessments. The Association shall be empowered to assess each individual Lot for said Lot Owner's proportionate share of the budget established by the Board. Assessments against each Lot in the Subdivision shall be in equal amounts regardless of a Lot's size. Regardless of the budget established by the Board, the amount of the annual assessment charged to the Lot Owners may not exceed the sum of $150.00 per year, adjusted for inflation, unless the amount of the annual assessment is approved by at least three-fourths (3/4) of the Lot Owners in the Subdivision.

11. Liens. Any amount assessed against an individual Lot which remains unpaid thirty (30) days after said assessment, plus the costs of filing a lien including attorney's fees, becomes due may, at the option of the Board, become a lien against the Lot by placing notice of record with the Champaign County Recorder of Deeds. In order to become a valid lien, said lien must be placed of record within two (2) years of the time said amount claimed became due, with the lien to expire two (2) years after recording of the same. Payment of said lien may be enforced by foreclosure of lien, or any other method permitted by law, and the Association may recover reasonable attorney's fees and court costs incurred in recovery of amounts due.

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE AFFIXED THEIR SIGNATURES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

DEVELOPER: IRONWOOD WEST LLC

By: _____
William Peifer
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in said County, in the State aforesaid, DO HEREBY CERTIFY that William Peifer, who is personally known to me to be a Manager of Ironwood West LLC, an Illinois limited liability company, and whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act as such Manager, and as the free and voluntary act of such company for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute such instrument. Given under my hand and Notarial Seal this 10th day of November, 2006.

_____
Notary Public

"OFFICIAL SEAL"
KELLY E. FORD
Notary Public, State of Illinois
My commission expires 07/17/09

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OWNER: SIGNATURE CONSTRUCTION, INC.

By: _____
William Peifer
Its: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in said County, in the State aforesaid, DO HEREBY CERTIFY that William Peifer, who is personally known to me to be the Vice President of Signature Construction, an Illinois corporation, and whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act as such officer, and as the free and voluntary act of such corporation for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute such instrument. Given under my hand and Notarial Seal this 16 day of November, 2006.

"OFFICIAL SEAL"
KELLY E. FORD
Notary Public, State of Illinois
My commission expires 07/17/09

_____
Notary Public

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EXHIBIT A

IRONWOOD WEST IX LEGAL DESCRIPTION

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 8 EAST, OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF TRACT 2 IN IRONWOOD WEST V SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2004R02719 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS, SAID CORNER BEING ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER. FROM SAID POINT OF BEGINNING, THENCE NORTH 89°41'47" WEST 409.96 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 00°24'40" WEST 1052.69 FEET ALONG THE WEST LINE OF SAID EAST HALF; THENCE NORTH 89°34'14" EAST 603.84 FEET TO THE NORTHWEST CORNER OF LOT 629B IN IRONWOOD WEST VI SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2005R04798 IN SAID RECORDER'S OFFICE; THENCE SOUTH 00°25'46" EAST 360.00 FEET ALONG THE WEST LINE OF SAID LOT 629B AND THE WEST LINE OF LOTS 629A, 628B, 628A, 627B, 627A, 626B, 626A, 625B AND 625A, ALL IN SAID IRONWOOD WEST VI SUBDIVISION, TO THE SOUTHWEST CORNER OF SAID LOT 625A; THENCE SOUTH 89°34'14" WEST 39.37 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF ALLISON DRIVE IN SAID IRONWOOD WEST VI SUBDIVISION TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°25'46" EAST 654.91 FEET ALONG THE WEST LINE OF SAID ALLISON DRIVE AND THE WEST LINE OF LOTS 624B AND 600, ALL IN SAID IRONWOOD WEST VI SUBDIVISION, TO THE SOUTHWEST CORNER OF SAID LOT 600; THENCE NORTH 89°41'47" WEST 154.89 FEET ALONG THE NORTH LINE OF SAID TRACT 2 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°25'46" EAST 45.00 FEET ALONG THE WEST LINE OF SAID TRACT 2 TO THE POINT OF BEGINNING, CONTAINING 13.86 ACRES, MORE OR LESS

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

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

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

See Attached Exhibit "A"

PIN: 45-20-20-300-027 – RY 2005
45-20-20-300-016 - RY 2004 and 2005
~~45~~-20-20-300-011 - RY 2002 and 2003
03

Given under my hand and seal this 10 day of October, 2006

Mark Shelden
County Clerk of Champaign County

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF IRONWOOD WEST VIII SUBDIVISION

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 8 EAST, OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 727 IN IRONWOOD WEST VII SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2005R04799 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS. FROM SAID POINT OF BEGINNING, THENCE SOUTH 00°25'46" EAST 200.14 FEET ALONG THE WEST LINE OF SAID LOT 727 AND THE WEST LINE OF HORSE CREEK DRIVE TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89°34'14" EAST 30.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HORSE CREEK DRIVE TO THE NORTHWEST CORNER OF LOT 728 IN SAID IRONWOOD WEST VII SUBDIVISION; THENCE SOUTH 00°25'46" EAST 917.00 FEET ALONG THE WEST LINE OF SAID LOT 728 AND ALONG THE WEST LINE OF LOTS 729 THROUGH 738 INCLUSIVE, ALL IN SAID IRONWOOD WEST VII SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 738, SAID CORNER BEING ON THE NORTH RIGHT-OF-WAY LINE OF STONEBRIDGE DRIVE; THENCE SOUTH 89°34'14" WEST 30.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STONEBRIDGE DRIVE TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°25'46" EAST 300.00 FEET ALONG THE WEST LINE OF STONEBRIDGE DRIVE AND ALONG THE WEST LINE OF LOT 709 AND LOT 708, ALL IN SAID IRONWOOD WEST VII SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 708, SAID CORNER BEING ON THE NORTH RIGHT-OF-WAY LINE OF WATERMARK DRIVE; THENCE SOUTH 89°34'14" WEST 35.75 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID WATERMARK DRIVE TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°25'46" EAST 180.00 FEET ALONG THE WEST LINE OF SAID WATERMARK DRIVE AND ALONG THE WEST LINE OF LOT 701 IN SAID IRONWOOD WEST VII SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 701; THENCE SOUTH 89°34'14" WEST 264.84 FEET TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 00°24'40" EAST 1601.09 FEET ALONG THE WEST LINE OF SAID EAST HALF TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89°40'32" EAST 300.10 FEET ALONG THE NORTH LINE OF SAID EAST HALF TO THE POINT OF BEGINNING, CONTAINING 11.51 ACRES, MORE OR LESS.

2006R33835 21

2006R33835

RECORDED ON
12/11/2006 11:19:57AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 83.00
RHSPS Fee: 10.00
REV FEE:
PAGES 21
PIAT ACT:
PIAT PAGE: 1

Recorder
Champaign County
Barbara A. Frasca

Ironwood West IX Sub
(title)

Date: 8-15-06

Instrument: Plat

Description: E½ of SW¼ 20-19-8

Return to: Farnsworth Group
352-7408

Fee:

Doc # 2006R33935
Recorded on
Date: 12-01-06 Time: 11:19 A.M.
Champaign County Recorder
Barbara A. Frasca
Rec Fee: 93.00
RHSPS Fee: 10.00
Pages: 2
Plat Pages: 1

IRONWOOD WEST IX SUBDIVISION

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

SURVEYOR'S DECLARATION

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

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 8 EAST, OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF TRACT 2 IN IRONWOOD WEST IX SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2004R02270 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS, SAID CORNER BEING ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; FROM SAID POINT OF BEGINNING, THENCE NORTH 89°41'47" WEST 408.96 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 00°24'40" WEST 1052.69 FEET ALONG THE WEST LINE OF SAID EAST HALF; THENCE NORTH 89°34'14" EAST 603.84 FEET TO THE NORTHWEST CORNER OF LOT 628B IN IRONWOOD WEST IX SUBDIVISION, RECORDED AS DOCUMENT NUMBER 2005R04798 IN SAID RECORDER'S OFFICE; THENCE SOUTH 00°25'46" EAST 360.00 FEET ALONG THE WEST LINE OF SAID LOT 628B AND THE WEST LINE OF LOTS 628A, 628B, 628A, 627D, 627A, 626B, 626A, 625B AND 625A, ALL IN SAID IRONWOOD WEST IX SUBDIVISION, TO THE SOUTHWEST CORNER OF SAID LOT 625A; THENCE SOUTH 89°34'14" WEST 39.37 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF ALLISON DRIVE IN SAID IRONWOOD WEST IX SUBDIVISION TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°25'46" EAST 654.91 FEET ALONG THE WEST LINE OF SAID ALLISON DRIVE AND THE WEST LINE OF LOTS 624B AND 600, ALL IN SAID IRONWOOD WEST IX SUBDIVISION, TO THE SOUTHWEST CORNER OF SAID LOT 600; THENCE NORTH 89°41'47" WEST 154.89 FEET ALONG THE NORTH LINE OF SAID TRACT 2 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00°25'46" EAST 45.00 FEET ALONG THE WEST LINE OF SAID TRACT 2 TO THE POINT OF BEGINNING, CONTAINING 13.08 ACRES, MORE OR LESS.

THIS PROPERTY HAS BEEN SUBDIVIDED INTO 57 LOTS NUMBERED 900 THROUGH 928B, INCLUSIVE, THE STREETS AND EASEMENTS AS SHOWN. SAID SUBDIVISION IS TO BE KNOWN AS "IRONWOOD WEST IX SUBDIVISION", CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.

THIS PROPERTY LIES PARTIALLY WITHIN ZONE "C", AREAS OF MINIMAL FLOODING AND PARTIALLY WITHIN ZONE "A", AREAS OF 100-YEAR FLOOD, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR CHAMPAIGN COUNTY, ILLINOIS, COMMUNITY PANEL No. 170894 0175 D WITH AN EFFECTIVE DATE OF MARCH 1, 1984.

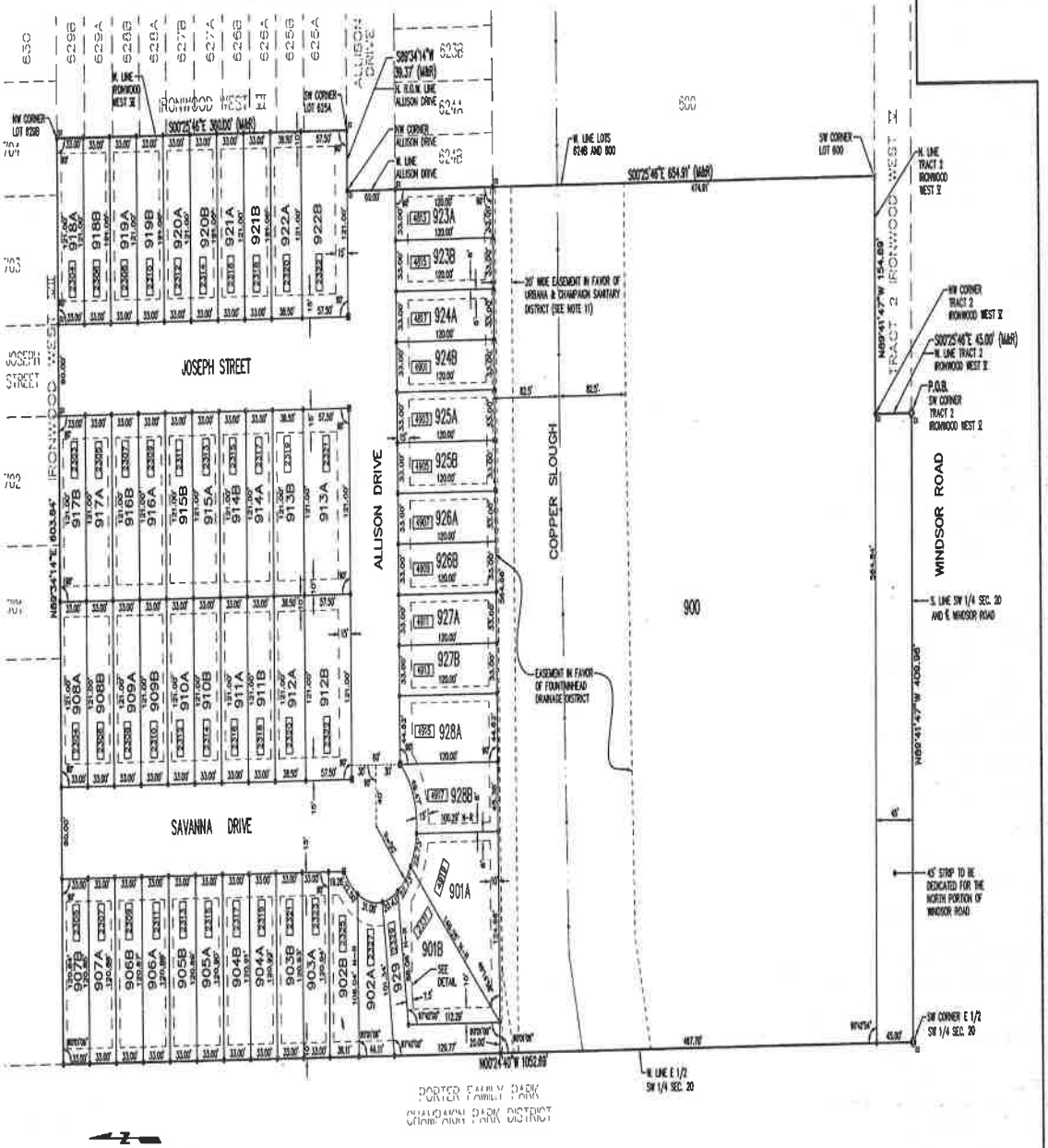
WITNESS MY HAND AND SEAL THIS 1st DAY OF OCTOBER, 2006

FARNSWORTH GROUP, INC.
1819 SOUTH NEIL STREET, SUITE F
CHAMPAIGN, ILLINOIS 61820

BY: _____
CHAD E. WALLACE
PROFESSION LAND SURVEYOR NO. 3521

DATE: 10/11/2006
EXP. DATE: 11-30-2006
DESIGN FIRM REGISTRATION NO. 184-001456

CHAD E. WALLACE 3521 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS CHAMPAIGN, ILLINOIS



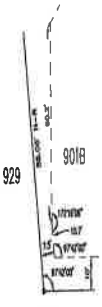
SCALE: 1"=50'

NOTES:

1. IRONWOOD WEST IX SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.
2. IRONWOOD WEST IX SUBDIVISION IS SUBJECT TO AN ANNEXATION AGREEMENT BETWEEN THE CITY OF CHAMPAIGN AND THE OWNERS.
3. IRONWOOD WEST IX SUBDIVISION IS LOCATED WITHIN THE FOUNTAIN HEAD DRAINAGE DISTRICT.
4. BEARINGS SHOWN ON THIS PLAT REFER TO BEARINGS SHOWN ON PREVIOUS PHASES OF THE IRONWOOD WEST SUBDIVISION.
5. SEE CITY OF CHAMPAIGN ZONING ORDINANCE FOR BUILDING SETBACK REQUIREMENTS AND OTHER INFORMATION.
6. STORMWATER DETENTION FOR THIS SUBDIVISION IS PROVIDED BY THE EXISTING DETENTION BASIN LOCATED ON LOT 300 OF IRONWOOD WEST IX SUBDIVISION AND LOT 600 OF IRONWOOD WEST II, AND BY A PROPOSED EXPANSION OF SAID DETENTION BASIN ON LOT 900 OF AS PART OF THE IRONWOOD WEST IX ENGINEERING PLANS.
7. IRONWOOD WEST IX SUBDIVISION LIES WITHIN 500 FEET OF A WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
8. LOTS 900 AND 929 ARE NON-BUILDABLE OUTLOTS AND ARE TO BE USED AS COMMONS AREAS AND ARE SIDEWALK, GENERAL UTILITY AND DRAINAGE EASEMENTS IN THEIR ENTIRETY.
9. ALL DIMENSIONS ALONG CURVES ARE CHORD DISTANCES.
10. LOT LINES EXTENDING FROM CURVED STREET LINES ARE RADIAL, UNLESS NOTED OTHERWISE.
11. LOT 900 IS SUBJECT TO AN EASEMENT FOR SANITARY SEWER MAIN IN FAVOR OF THE URBANA & CHAMPAIGN SANITARY DISTRICT, RECORDED IN BOOK 841 AT PAGE 442 AND IS LOCATED NORTH OF THE COPPER SLOUGH.
12. EACH DWELLING UNIT SHALL HAVE A SEPARATE SANITARY SEWER CLEANOUT, LOCATED IN CONFORMANCE WITH ALL APPLICABLE CODES, THAT DISCHARGES INTO A COMMON SERVICE SERVING A MAXIMUM OF TWO (2) DWELLING UNITS PER STRUCTURE. A 10 FOOT PERMANENT EASEMENT, 5 FEET ON EITHER SIDE OF THE CENTERLINE OF THE COMMON AND UNIT SERVICE SEWERS IS HEREBY RESERVED, TO THE BENEFIT OF THE URBANA-CHAMPAIGN SANITARY DISTRICT, FROM THE WYE CONNECTION ON THE PUBLIC SANITARY SEWER TO THE FOUNDATION LINE OF EACH DWELLING UNIT.

LEGEND

———	BOUNDARY OF SUBDIVISION
- - - -	UTILITY AND DRAINAGE EASEMENT LIMITS LINE WHICH EXTENDS 5' FROM LOT LINE UNLESS NOTED OTHERWISE
●	5/8" DIAMETER BY 30" LONG IRON ROD WITH PLASTIC CAP STAMPED "FARNSWORTH GROUP"
■	5/8" DIAMETER BY 30" LONG IRON ROD WITH PLASTIC CAP STAMPED "FARNSWORTH GROUP" IN CONCRETE
x	CHISELED "X"
⊙	PK NAIL
▫	EXISTING
(R)	RECORDED
(M)	MEASURED
2110	STREET ADDRESS AS ASSIGNED BY THE CITY OF CHAMPAIGN ENGINEERING DEPARTMENT
P.O.B.	POINT OF BEGINNING
N-R	NON-RADIAL



DETAIL
NOT TO SCALE

APPROVED:
THE CITY COUNCIL OF THE CITY OF CHAMPAIGN, ILLINOIS IN ACCORDANCE WITH COUNCIL BILL NO. 2006-218
DATE: August 15, 2006
BY: _____ (MAYOR)
ATTEST: _____ (CITY CLERK)

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

ENGINEER/SURVEYOR:
FARNSWORTH GROUP, INC.
1819 SOUTH NEIL STREET, SUITE F
CHAMPAIGN, ILLINOIS 61820
(217) 352-7409

OWNER/DEVELOPER:
IRONWOOD WEST, LLC
NO. 7 DUNLAP COURT
SAVOY, IL 61874
(217) 355-8112
By: _____

OWNER/DEVELOPER:
SIGNATURE CONSTRUCTION, INC.
NO. 7 DUNLAP COURT
SAVOY, IL 61874
(217) 355-8112
By: _____

Farnsworth GROUP
1819 S. NEIL STREET, SUITE F
CHAMPAIGN, ILLINOIS 61820
(217) 352-7409 / (217) 352-7490 Fax
www.fwc.com

IRONWOOD WEST IX SUBDIVISION

FINAL PLAT

Drawn: CDB Date: 10-6-06
Checked: Book No.: CU07
Sheet No.: 1 OF 1
Project No.: 106549

2008R26191 7
2008R26191
RECORDED ON
10/09/2008 04:08:59PM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 28.00
RHSPS Fee:
REV FEE:
PAGES 7
PIAT ACT: 0
PIAT PAGE:

PERMANENT EASEMENT

THE GRANTOR(S), IRONWOOD WEST LLC, an Illinois limited liability company, (hereinafter referred to as, "GRANTOR"), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in hand paid, does hereby grant and convey to the Champaign Park District, an Illinois municipal corporation, (hereinafter referred to as, "GRANTEE"), a perpetual, irrevocable, exclusive and permanent easement for its use as it shall deem to be necessary or useful over and through the Property of the GRANTOR, upon the property described in the attached Exhibit "A" (the "Property"), which is incorporated herein by reference, together with a perpetual right of ingress to and egress from contiguous property owned by the GRANTOR, GRANTEE and their successors and assigns for the exercise of the rights herein granted.

GRANTEE shall construct a pedestrian footbridge across the Cooper Slough Drainage Ditch located on Lot 300 as otherwise described in Exhibit "A" in a suitable location in order to connect the easement area in Lot 300 with Lot 303 of Ironwood West III Subdivision previously conveyed by GRANTOR to GRANTEE pursuant to a Deed dated June 18, 2008.

The GRANTOR, its successors and assigns shall not construct, install, permit or allow any building, structures, improvements or other object on the Property which would constitute an obstruction or interfere with the use of the easement described herein. The easement shall be deemed to be for the benefit of the GRANTEE, and this grant shall constitute a covenant which runs with the land and shall be binding upon the heirs, successors, administrators, and assigns of the Parties. The Parties hereto shall conform to the requirements of all laws, regulations and ordinances applicable to construction and use of the Property. The GRANTEE shall repair any damage to property of the GRANTOR caused by GRANTEE, its licensees, invitees, guests, agents, and successors on the Property. The GRANTOR(S) shall not deny or impair the GRANTEE's access to the Property for purposes of any use of the easement area or for the maintenance, repair and inspection of the Property.

The GRANTOR shall, at the request of GRANTEE, execute, acknowledge and deliver all such documents, including without limitation, any amendment to this Permanent Easement, if necessary, to accomplish, confirm and further evidence the terms hereof. The GRANTEE shall be solely responsible for the maintenance of recreational trail and associated pedestrian footbridge installed or constructed upon the Property, and mowing, of the limited adjacent area as described herein. It is understood between the Parties that the GRANTEE shall have no responsibility of any kind or character whatsoever for maintenance of or the structural integrity of any, slope, bank, structure, contents, storm drainage, detention or appurtenances thereto of any of the Property to any extent whatsoever, such that it is the intent of the Parties that the GRANTEE limit its responsibility to recreational and associated aesthetic purposes consistent with its mission and recognizing that the GRANTEE shall not assume any responsibility for the nature, condition or use of the commons lots for storm water detention, drainage or any other purpose.

Furthermore and without limitation, it is understood between the Parties that maintenance of the basin and vegetation thereon is the responsibility of the GRANTOR and its successors and assigns, the Ironwood West Home Owner's Association or such other successor and assigns as the case may be.

GRANTOR and its assigns shall have and retain all rights to the use and occupation of the real estate,

LEGAL DESCRIPTION OF PERMANENT EASEMENT FOR MAINTENANCE OF PUBLIC SIDEWALKS:

Easement Parcel 1:

A part of Lot 300 in IRONWOOD WEST III SUBDIVISION as shown on a plat thereof recorded as Document Number 2002R08271 in the office of the Champaign County Recorder. Said Lot 300 as noted on said plat is a commons area and sidewalk, general utility and drainage easement in its entirety. The PERMANENT EASEMENT for sidewalk maintenance being more particularly described as follows:

Lot 300 in IRONWOOD WEST III SUBDIVISION, except the following described tract:

Beginning at the Northwest corner of said Lot 300; thence North 89° 34' 14" East, as shown on said plat, along the North line of said Lot 300 901.00 feet; to a point situated on the West line of Mullikin Drive; thence South 00° 25' 46" East, along said West line, 91.20 feet; thence North 88° 37' 53" West, 8.44 feet; thence South 00° 24' 49" East; along said West line, 74.07 feet; Thence South 89° 34' 14" West, 324.54 feet: thence continuing South 89° 34' 14" West, along the South line of an easement, 165 feet of even width in favor of Fountainhead Drainage District, 568.0 feet, more or less, to a point situated on the West line of said Lot 300; thence
North 00° 25' 46" West, along said West line, 165.00 feet to the Point of Beginning.

And also except the following described tract:

Commencing at the Northwest corner of said Lot 300; thence South 00° 26' East, along the West line of said Lot 300, 184.0 feet to the Point of Beginning; thence North 88° 55' East, 327.6 feet; thence South 89° 27' East, 126.1 feet; thence South 75° 30' East, 22.4 feet to a point of curvature; thence along a curve to the right 20.8 feet to a point of reverse curve, said curve having a radius of 15.0 feet, a chord length of 19.1 feet and a chord bearing of South 37° 07' East; thence along a curve to the left, 162.0 feet to a point of reverse curve, said curve having a radius of 495.0 feet, a chord length of 161.3 feet and a chord bearing of South 06° 50' East; thence along a curve to the right, 62.3 feet to a point of compound curve, said curve having a radius of 135.0 feet, a chord length of 61.7 feet and a chord bearing of South 03° 00' East; thence along a curve to the right, 37.6 feet to a point of tangency, said curve having a radius of 46.7 feet, a chord length of 36.6 feet and a chord bearing of South 34° 21' West; thence South 76° 37' West, 44.7 feet to a point of curvature; thence along a curve to the right, 38.9 feet to a point of compound curvature, said curve having a radius of 312.2 feet, a chord length of 38.9 feet and a chord bearing of

East, 123.0 feet to a point of curvature; thence along a curve to the right, 7.6 feet, said curve having a radius of 5.0 feet, a chord length of 6.9 feet and a chord bearing of South 39° 52' West; thence South 83° 42' West, 29.4 feet to a point of curvature; thence along a curve to the left, 14.2 feet more or less to a point situated on the West line of said Lot 600, said curve having a radius of 275.9 feet, a chord length of 14.2 feet and a chord bearing of South 87° 00' West; thence North 0° 26' West, along said West line, 297.8 feet to the Point of Beginning.

It is intended that the parcel described above exclude from the easement area, all property more than 5 feet distant from the inside edge of the Existing Sidewalk as measured toward the Existing Detention Basin.

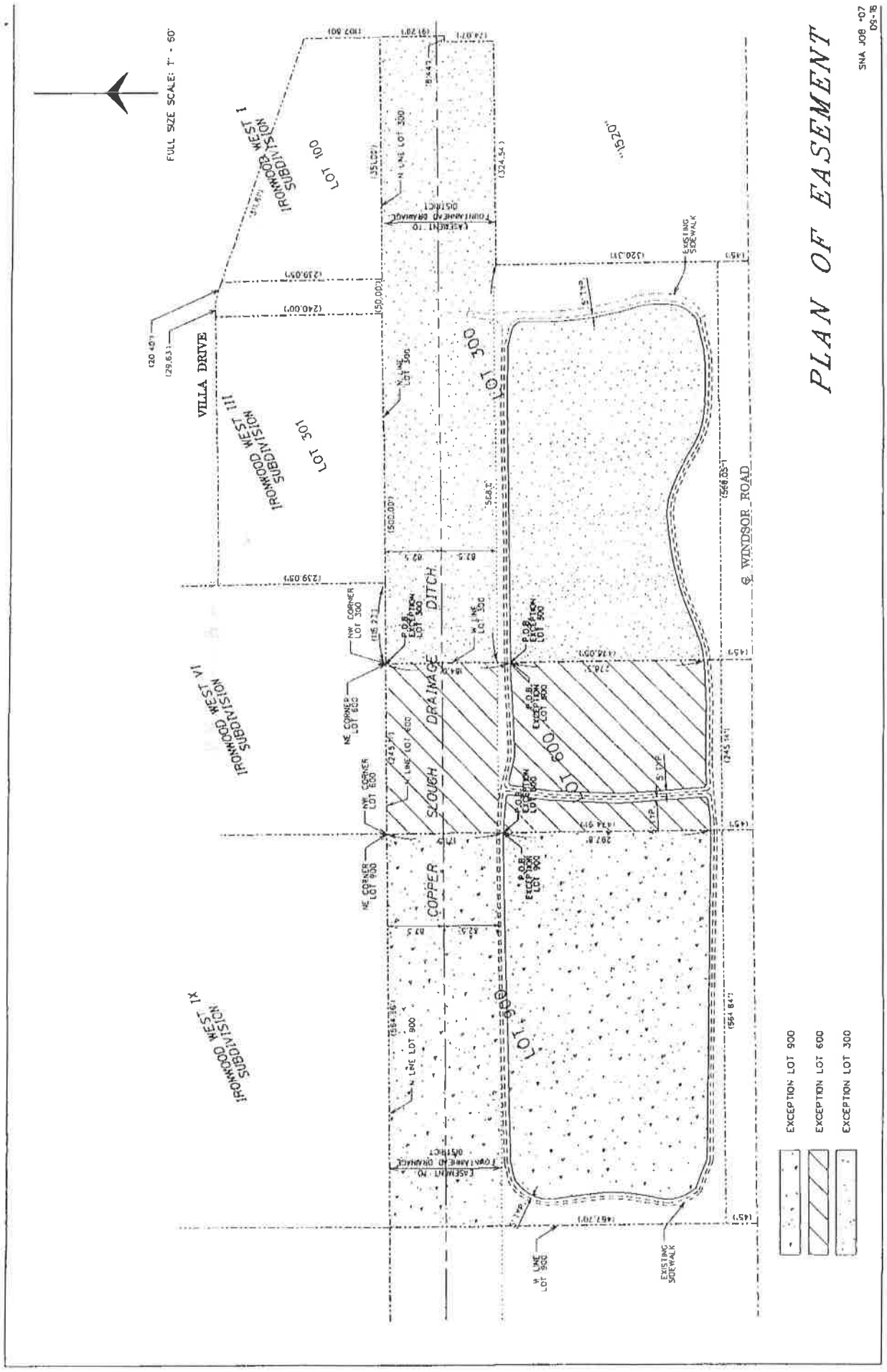
And also except the following described tract:

Commencing at the Northeast corner of said Lot 600; thence South 0° 26' East, along the East line of said Lot 600, 184.0 feet to the Point of Beginning; thence continuing South 0° 26' East, along said East line 278.5 feet to a point on curve; thence along a curve to the left, 24.00 feet to a point of tangency, said curve having a radius of 183.9 feet, a chord length of 24.0 feet and a chord bearing of South 86° 15' West; thence South 87° 11' West 41.5 feet; thence North 89° 31' West, 86.0 feet; thence South 87° 13' West, 26.9 feet to a point of curvature; thence along a curve to the right, 7.8 feet to a point of tangency, said curve having a radius of 5.0 feet, a chord length of 7.0 feet and a chord bearing of North 48° 22' West; thence North 3° 57' West, 122.0 feet; thence North 2° 28' East, 99.3 feet; thence North 8° 07' East, 54.8 feet to a point of curvature; thence along a curve to the right, 8.2 feet to a point of tangency, said curve having a radius of 5.0 feet, a chord length of 7.3 feet and a chord bearing of North 55° 23' East; thence South 76° 45' East, 32.6 feet to a point of curvature; thence along a curve to the right 8.8 feet to a point of tangency, said curve having a radius of 30.0 feet, a chord length of 8.8 feet and a chord bearing of South 84° 44' East; thence North 86° 38' East, 114.8 feet; thence North 88° 55' East, 15.9 feet, more or less to the Point of Beginning.

It is intended that the parcel described above exclude from the easement area, all property more than 5 feet distant from the inside edge of the Existing Sidewalk as measured toward the Existing Detention Basin.

Easement Parcel 3:

A part of Lot 900 in IRONWOOD WEST IX SUBDIVISION as shown on a plat thereof recorded as Document Number 2006R33835 in the office of the Champaign County Recorder. Said Lot 900 as noted on said plat is a commons area and sidewalk, general utility and drainage easement in its entirety. The PERMANENT EASEMENT for sidewalk maintenance being more particularly described as follows:


PLAN OF EASEMENT
SNA JOB #07 03-18
FULL SIZE SCALE: 1" = 50'
IRONWOOD WEST I SUBDIVISION
IRONWOOD WEST II SUBDIVISION
IRONWOOD WEST IV SUBDIVISION
IRONWOOD WEST IX SUBDIVISION
LOT 100
LOT 301
LOT 300
LOT 600
LOT 900
VILLA DRIVE
E. WINDSOR ROAD
DITCH
SLOUGH
DRAINAGE
COPPER
EXISTING SIDEWALK
EXCEPTION LOT 900
EXCEPTION LOT 600
EXCEPTION LOT 300

3

2007R00942 3
2007R00942
RECORDED ON
01/11/2007 02:20:20PM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 25.00
RHSPS Fee: 10.00
REV FEE:
PAGES 3
PIAT ACT: 0
PIAT PAGE:

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

Above Space for Recorder's Use Only

FIRST AMENDMENT OF RESTRICTIVE COVENANTS OF IRONWOOD WEST IX SUBDIVISION, CHAMPAIGN COUNTY, ILLINOIS

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

FIRST AMENDMENT OF RESTRICTIVE COVENANTS

IRONWOOD WEST LLC, an Illinois limited liability company, and **SIGNATURE CONSTRUCTION, INC.**, an Illinois corporation, the Owners of the real estate described as all of Ironwood West IX Subdivision, as per plat recorded December 11, 2006, as Document 2006R33835, in Champaign County, Illinois, hereby amends the Restrictive Covenants recorded with the referenced plat as follows:

1. **Paragraph 1, Construction Requirements on Single Dwelling and Duplex Lots, subparagraph (b), Footage Requirements, shall be amended in its entirety as follows:**

(b) Footage Requirements. One-story ranch style residences constructed on Single Dwelling Lots shall have a total living area of not less than one thousand five hundred (1,500) square feet; one and one-half and two-story residences constructed on Single Dwelling Lots shall have a total living area of not less than one thousand nine hundred (1,900) square feet. Each Dwelling Unit in a one-story Duplex shall contain at least one thousand two hundred fifty (1,250) square feet; each Dwelling Unit in a Duplex having more than one story (including one and one-half stories) shall contain at least one

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in said County, in the State aforesaid, DO HEREBY CERTIFY that William Peifer, who is personally known to me to be the Vice President of Signature Construction, an Illinois corporation, and whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act as such officer, and as the free and voluntary act of such corporation for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute such instrument.

Given under my hand and Notarial Seal this 22nd day of December, 2006.

Beri Proctor
Notary Public

J:\Data\KEF\Client\PEIFER\IronwoodWest\Subdivision\West VI\OwnCertVIfirstamen.doc wpd