

IRONWOOD VII
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 VII, an addition to Champaign County, Illinois, has caused the same to be surveyed by William D. Lamberti, a registered Illinois professional land surveyor, number 2946, and has subdivided said real estate into lots, streets, commons, a pedestrian way and a park. Said subdivision is to be known as Ironwood VII.

Each of said lots in said subdivision on which there appears a broken line designated as "easement line" and the pedestrian way between Lots 761 and 762 are 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 commons area designated as Lot 779 is subject to an easement to the Fountain Head Drainage District or its successor in interest for drainage purposes, which easement is hereby dedicated to 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 VII 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 encumbrance 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 VII 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 779 will be conveyed to Ironwood 1 Homeowners Association, subject to the rights of the Fountainhead Drainage District or its successor in interest. The Homeowners Association will have authority to make regulations concerning the use thereof by the members of the Homeowners Association. Neither the Homeowners Association or its members shall place any obstructions on that part of said Lot 779 subject to the easement to Fountainhead Drainage District. The Homeowners Association shall maintain said lot in a clean and sightly manner. No trees, shrubs or other foliage will be planted in the easement area without the written consent of Fountainhead Drainage District. 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. **PARK**. Lot 778 is hereby dedicated for use as a public

park. It is anticipated that it will be conveyed to the Champaign Park District for ownership and maintenance as a public park. In the event that the Park District does not accept Lot 779, it will be conveyed to the Homeowners Association for maintenance as a public park.

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 ____ day of _____,

