

Ironwood Homeowners Association Covenants

ARTICLE I - DEFINITIONS:

Section 1. "Association" shall mean and refer to the IRONWOOD COUNTRY CLUB HOMEOWNERS ASSOCIATION OF NORMAL, INC., an Illinois not-for-profit corporation, and its successors and assigns.

Section 2. "Common area" shall mean all real property in which the Association has an easement or ownership interest, or maintains, for the common use and enjoyment of the owners.

Section 3. "Declarant" shall mean County Club Developers, Inc. and its successors and assigns, provided such successors and assigns acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above, with the exception of the common area.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep the entrance sign, berm, landscaping, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear accepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the Association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed in trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed in trust.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, or in the event of a contract sale, the contract purchase. The term owner shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II - MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot. The Declarant reserves the right to add members to the Association and to subject the Association to additional real estate, common area, outlots and duties by filing with the McLean County Recorder of Deeds one or more declarations similar to this document for the future additions to the Ironwood Country Club Subdivision in the Town of Normal, McLean county, Illinois

Section 2. The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be Declarant, who shall be entitled to exercise 3 votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on the 1st day of January, 2005, whichever first occurs.

ARTICLE III - ASSESSMENTS

Section 1. Lien and personal obligation of assessments. Declarant hereby covenants for each final platted lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees incurred to collect same shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision and for the improvement and maintenance of the common areas and any other lawful purpose of the Association. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area;
- (b) Water, sewage, garbage, electrical, lighting, telephone, gas and other necessary utility service for the common area, if any;
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities, if any;
- (d) Fire insurance covering the full insurable replacement value of the common area with extended coverage, if any;
- (e) Liability insurance insuring the Association against any and all liability to the public, to any owners, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.
- (f) Workmen's compensation insurance to the extent necessary to comply with the Workers Compensation Act of the State of Illinois (Ch. 48, §138.1, et seq., Illinois Revised Statutes), and any other insurance deemed necessary by the Board of Directors of the Association.
- (g) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- (h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of Directors of the Association for the operation of the common areas, for the benefit of the lot owners, or for the enforcement of these restrictions.

Section 3. Maximum Annual Assessment. *

After December 31, 2008, the maximum general annual assessment shall be the amount as stated in Article XI, Section 2.0 of the Ironwood Homeowners Association By-Laws.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any, litigation, construction, reconstruction, repair or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of a quorum.

* Section 3 & 4 were amended on February 11, 2009, with the approval of 320 (55%) of the 584 members of the Association.

Section 5. Notice and Quorum for Action Authorized Under Article III, Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 of Article III shall be sent to all members not less than thirty (30) nor more than forty-five (45) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast in such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. The Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the subject lot to the owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least sixty (60) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and shall, on or before January 1 of each year, cause to be recorded in the Recorder's Office of McLean County, Illinois, a list of delinquent assessments as of the date.

Section 8. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring

an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. The Owner shall also be obligated to pay the reasonable attorney fee incurred by the Association to collect said delinquent assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 9. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Special Assessments by Governmental Units. Hereafter, governmental units may place special assessments against property contained in the subdivision, and all such special assessments shall not be the responsibility of the developer, but shall be the responsibility of the owner of said property.

ARTICLE IV - PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to and an obligation for maintenance of the common area which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the Association.

- (a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area, if any;
- (b) The right to suspend the right of use of any recreational facilities and the voting rights of any owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for a period not exceeding ninety (90) days for any infraction of the published rules and regulations of the Association;
- (c) The right to dedicate or transfer all or any part of the common area, if any, to any municipality, public agency authority or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by 2/3 of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the

by-laws, each owner may delegate his right of enjoyment in and to the common areas and facilities, if any, to the member of his family, his guests, tenants, and invitees.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwilling placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easements shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

Section 4. Other Easements:

- (a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow or drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements or maintenance of which a public authority or utility company is responsible.
- (b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation or right-of-way, and such easements, reservations, and right-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees, and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-way are reserved.

Section 5. Right of Entry. The Association, through its dully authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. No Partition. There shall be no judicial partition of the common area, nor shall Declarant, or any owner or any other person acquiring any interest in the

subdivision or any part thereof, seek judicial partition thereof. However nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

ARTICLE V - USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No business of any kind shall be conducted at any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots.

Section 3. No noxious or offensive activity shall be conducted on any lot. The business of Declarant and the transferees of Declarant, in developing all of the lots, shall not be considered noxious or offensive.

Section 4. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than ten (10) square feet in size advertising a property for sale or rent,

Section 5. Nothing shall be done or kept on a lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or the common area which would result in the cancellation of insurance on any other residence or on any part of the common area, or which would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on the lots, subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes. *Effective September 24, 1997:* The Ironwood Homeowners Association Board of Directors adopted the following regulation. "No exterior pet cages, pet houses or pet enclosures of any kind will be permitted."

Section 7. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

Section 8. No fence, hedge, wall or other dividing instrumentality shall be constructed, grown, or maintained on any lot without the written permission of the Declarant or the Association. Any boundary fence, wall, hedge, or dividing instrumentality constructed upon the premises must be a minimum of six (6) inches inside the property line and constructed of any decorative material. (See fence guidelines added to the Ironwood Homeowners Association by-laws).

Section 9. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently.

Section 10. Nothing shall be altered in, constructed on or removed from the common area except on the written consent of the Association.

Section 11. The installation or construction of any satellite dish or receiver and television or radio antenna or tower on any lot is prohibited without the written consent of the Declarant or Association. Satellite dishes or receivers shall be allowed only if the size of the dish or receiver is less than 37 inches in diameter and the dish or receiver is directly attached to the rear side of the roof or home.

Section 12. The front yard and side yard even with the back of each home of each lot shall be sodded within six (6) months after completion of the construction of a home.

Section 13. Each lot shall be planted with not less than four (4) hardwood trees, which are not less than two (2) inches in diameter, within one (1) year after a lot is in possession of a Class A member after sale by the Declarant.

Section 14. No "used materials", except brick and stone, shall be used for or in the construction of this property, and no previously built structure of any kind shall be moved upon said premises unless approved in writing by the Declarant or Association.

Section 15. All single family residence structures erected upon said subdivision shall have a minimum of 1,600 square feet of livable floor area, exclusive of any area for garage, breezeway or basement where the home consists of only one floor, and shall have a minimum of 2,000 square feet of livable floor area, exclusive of any area for garage, breezeway or basement where the home consists of two or more floors. No completely modular building shall be permissible; however, pre-cut or pre-assembled components may be used. Each single family residence shall have at least a two-car garage.

Section 16. The exterior wall surface of each residence and attached or detached garage shall be of masonry, stucco, concrete, wood, or glass materials and shall be of durable nature. No other exterior wall finish, including aluminum and vinyl siding and imitation stone, imitation brick and imitation wood shall be used without the

prior written permission of the Declarant or the Association. Nothing herein shall prevent the use of aluminum or vinyl soffit or fascia. No residential dwelling structure shall be occupied until the exterior surface has been completed, including final painting if such construction calls for same.

Section 17. No truck, travel trailer, recreational type vehicle, mobile home, boat, trailer, motor bike, motorcycle, all-terrain vehicle, pickup truck, wagon, yard equipment, golf cart, tractor, motor home or snow mobile shall be kept on the lot or in the subdivision except entirely within an enclosed structure. All automobiles kept or stored on said premises not enclosed in a permanent structure or building shall be in a workable and running condition. The Association shall have the right to set uniform rules and restrictions applicable to all owners regarding the storage, maintenance, or placing of any item outside the residence or garage.

Section 18. No excavated material shall be moved from the subdivision without the written consent of the Declarant.

Section 19. Before the commencement of any construction on any lot, the building design, location, construction plans, and construction materials must be approved by the Architectural Review committee which has been established by the Declarant. The Declarant reserves the right to modify the standards which govern the type of exterior building material which is permitted, in order to reflect innovations in building material technology.

Section 20. Without the written permission of the Declarant or Association, no building or storage shed may be constructed or installed which is disconnected from the residence. Before the construction or installation of any storage shed or storage area, plans for same must be approved by the Declarant or Association.

Section 21. Without written permission of the Declarant or Association no clothes line, whether temporary or permanent, shall be used or installed in the yard or any other area outside the residence.

Section 22. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may

be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease or otherwise.

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease or other disposition of subdivision lots. *As used in the previous section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.*

Section 23. The Owner shall be responsible for completing construction of a home within at least a one-year period immediately after the date construction has commenced. Construction shall be deemed to have commenced when any grading or excavation has been performed on a lot.

ARTICLE VI - OWNER'S OBLIGATION TO REPAIR

Each Owner shall, at said Owner's sole cost and expense, repair said Owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VII - OWNER'S OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all diligence, to rebuild, repair, or

reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

ARTICLE VIII - OWNER'S OBLIGATION FOR SIDEWALKS, CURBS, GUTTER DAMAGE, AND GRADING OF YARDS

Each Owner shall, at his sole cost and expense, be responsible for the condition of the sidewalk, curb, gutter, and yard grade of the premises. In the event that same is in any way damaged or disturbed during any construction on the premises, the Owner agrees to assume the responsibility of same, so as to comply with these restrictions, and the ordinances or law of any other governmental unit. Should the Owner not comply with the provisions herein within thirty (30) days, the Declarant thereby authorizes the Association [*is authorized*] to make said repairs and pay the costs of same, and the Association shall be entitled to a lien on the property for such repairs, until such time as the member reimburses the Association.

ARTICLE IX - MAINTENANCE OF EXTERIOR OF THE BERM AND THE BOULEVARDS

The Declarant hereby authorizes the Association to maintain the berms in the Subdivision and the landscaping within the median on Towanda Avenue at both the North and South end of Towanda Avenue within the Ironwood Subdivision. The Association shall employ the Declarant, or his representative, to conduct this maintenance, until such time as the Association decides to provide the service in some other way. The Association shall pay a reasonable fee to the Declarant for such maintenance. A berm is located in the Thirteenth Addition in an easement along the West side of Lots 570 through 575, inclusive, which shall be maintained by the Association.

ARTICLE X - MAINTENANCE OF THE YARD AND THE LANDSCAPING OF A MEMBER'S LOT

The Declarant hereby authorizes the Association to maintain the yard and

landscaping of a member's lot in the event that a member fails to reasonably do so. The Association shall be entitled to a lien on the maintained property for such maintenance, until such time as the member reimburses the Association.

ARTICLE XI - SUBSURFACE LIMITATIONS

Northern Illinois Gas Company has subsurface rights under the entire subdivision for the purpose of storing natural gas. No Owner may penetrate the subsurface more than 500 feet below the surface.

ARTICLE XII - GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Association, or any owner shall have the right to enforce by any proceeding at law or equity, all restrictions, conditions, covenants, easements, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration and to collect their reasonably incurred attorney fees in enforcing this Declaration. Failure by Declarant, the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by not less than 3/4 of each class of members.

Section 4. Subordination. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision of any lot therein, provided however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of fifty (50) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of fifty (50) years unless otherwise agreed to in writing by the then owners of at least 3/4 of the subdivision lots.