

Ironwood Homeowners Association Covenants

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.