

Ironwood Homeowners Association Covenants

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 duly 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.