

# Ironwood Homeowners Association Covenants

## 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, precut 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.