

## ARTICLE SEVEN

Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner on the Owner's Dwelling Unit. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. If a Charge is not paid within ten (10) days after the due date, a late fee in such reasonable amount as may be set from time to time by action of the Board ("Late Fee") may be charged. In addition, any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with the Late Fees, interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Dwelling Unit, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an action at law or in equity by the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages or fines, and against the land to enforce any lien created hereunder; and failure by the Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

## ARTICLE EIGHT Use Restrictions

8.01 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Community Area, except as permitted by the Board or as permitted under Article Nine. However, one (1) temporary real estate sign of not more than six (6) square feet may be posted from time to time in the yard or window of a Dwelling Unit advertising that the Dwelling Unit is for sale.

8.02 UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Dwelling Unit or the Community Area; except, that laundry may be hung in the back yard of a Dwelling Unit. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

8.03 RESIDENTIAL USE ONLY: Each Dwelling Unit shall be used only as a residence; provided that no Owner shall be precluded, with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom.

8.04 PARKING: Unless expressly permitted by the Board, no boats, trucks (which have "D" or equivalent plates and/or a gross weight when fully loaded in excess of 8,000 pounds), recreational vehicles, trailers or other similar vehicles shall be parked or stored on a Dwelling Unit outside of the garage on the Dwelling Unit for more than twenty-four (24) hours at a time. No portion of the Premises, other than a garage, may be utilized for parking or storing a boat.

8.05 OBSTRUCTIONS: Except as permitted under Section 9.03 there shall be no obstruction of the Community Area, and nothing shall be stored in the Community Area without the prior written consent of the Board.

8.06 PETS: No animal of any kind shall be raised, bred or kept in the Community Area. The Board may from time to time adopt rules and regulations governing the (a) keeping of pets in the Dwelling Unit, which may include prohibiting certain species of pets from being kept in the Dwelling Unit and (b) use of the Community Area by pets, including, without limitation, rules and regulations which set aside certain portions of the Community Area as an "open dog run" or which require an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Dwelling Unit containing such pet and the decision of the Board shall be final.

8.07 NO NUISANCE: No noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.08 FENCES: Subject to the provisions of Section 9.06 and the issuance of a permit by and compliance by the Owner with the applicable rules and regulations of the Village of Bolingbrook, a fence may be installed by an Owner on his Dwelling Unit, provided, that any fence so installed shall be of the type of construction commonly known as "board on board" and shall have a maximum height of five feet. Notwithstanding the foregoing, no fencing or other structure of any type shall be constructed or installed on any portion of a Lot which is designated on the applicable Plat of Subdivision as a "Landscape Easement."

8.09 HAZARDOUS ACTIONS OR MATERIALS. Nothing shall be done or kept in any Dwelling Unit or in or on any portion of the Community Area that is unlawful or hazardous, or that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Community Area, or that might unreasonably disturb the quiet occupancy of any person residing on any other Dwelling Unit.

8.10 ANTENNAE. Without the prior written approval of the Board and the receipt by Owner of a permit from the Village of Bolingbrook, no outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes which exceed thirteen (13) inches in diameter for reception or transmission, shall be maintained on the Property.

8.11 STORAGE. No open storage of any kind shall be permitted on the Premises. All storage must be in enclosed structures approved by the Board. Construction of any such structure is subject to the restrictions set forth herein and receipt by Owner of a permit from the Village of Bolingbrook.

8.12 RECREATIONAL DEVICES.. No above-ground swimming pool, tennis court, fence or other recreational device shall be permitted on the Property, without the prior written approval of the Board and receipt by Owner of a permit from the Village of Bolingbrook.

8.13 OUTBUILDINGS. Not more than one animal house shall be constructed on each lot which is designed and intended to be improved with a single family home; provided that any such animal house shall be constructed adjacent to the residence and shall not be visible from the street. No structure of a temporary character, trailer, tent, shack, shed, garage, barn or other outbuilding shall be used as a residence or for any other purpose, either temporarily or permanently. Construction of any such outbuilding is subject to the restrictions set forth herein and receipt by Owner of a permit from the Village of Bolingbrook.

8.14 COLOR.. There shall be no change in any exterior color of any Dwelling Unit which is inconsistent with the general harmony and design of the Dwelling Units on the Premises without the prior written approval of the Board.

#### ARTICLE NINE

##### Declarant's Reserved Rights and Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights of Declarant under this Article shall terminate at such time as the Declarant no longer holds or controls title to any portion of the Development Area.

9.02 PROMOTION OF PROJECT: In connection with the promotion, sale or rental of any improvements upon the Development Area: (i) the Declarant shall have the right and power,