

Chatham Square HOA Compliance Policy

CSHOA Compliance Policy

Overview

According to sections 3.03 and 3.04, and all of section 8 of the community declaration, the Board of Directors (Board) of the Chatham Square Homeowners Association (CSHOA) has the power to regulate the appearance of detached homes by mandating that appearance be appropriate within the standards of the community, approving all architectural/landscaping improvements, and ensuring that each detached home follows the community declaration/by laws set forth.

Architectural Improvements

Prior to beginning any home improvement or alteration of the exterior appearance of a detached home, including but not limited to the following installations: patios, landscaping, swing sets, fences, pools, parking a commercial vehicle outside of the home, etc..., the homeowner must submit the appropriate a) architectural improvement form, b) proof of a current village permit (where applicable), and c) a copy of the installation contractor's license to the board for approval prior to beginning work/installation (where applicable). All pool, in-ground spa installations, or major renovations/additions to the home must be done by a licensed contractor. All pools installed must be in-ground; no above ground pools are allowed in Chatham Square.

Additionally, all architectural improvement work must be completed in no more than 120 days. If the work cannot be completed within 120 days, the board will notify the Village of Plainfield, where applicable. Additionally, fines will commence upon the board's notice to the homeowner, continuing until the home is restored to its original appearance.

Fences

According to section 8.02 (a) (b), the Board shall approve all exterior structures, including fences. If fences are to be allowed in the community, all fences must be approved prior to installation and within the confines of the approved fence policy. According to this approved policy, all fence installations must be completed by a licensed and bonded fence contractor; under no circumstances shall a homeowner perform the installation of a fence themselves. Please see the complete, approved fence policy for further details, including the type/appearance of fencing allowed. Unapproved fencing will be subject to fines and removal by Chatham Square Homeowners Association. The board of directors may remove the unapproved fencing at their discretion, billing all charges back to the homeowner, who is not in compliance.

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Commercial Vehicles, Trailers, Mobile Homes, Snowmobiles, Boats, Equipment

According to section 8.08, the Board has the power to maintain the standards and desired appearance of the community by regulating the outdoor parking of trailers, mobile homes, snowmobiles, boats, equipment, unapproved commercial vehicles, etc. The Board will enforce the “No Outdoor Parking” position through the community declaration that the aforementioned items must not be visible from the outside and only be parked within the confines of a garage of the home (not in the driveway or on the street) or stored somewhere offsite, and not within the Chatham Square development.

A vehicle will be considered to be a commercial vehicle at the board of directors’ discretion. The homeowner will be required to submit an architectural improvement form to the board if they would like to receive approval to park their commercial vehicle outside, visible to neighborhood. To be considered a commercial vehicle that requires the board approval, the appearance of the vehicle may include, but not be limited to the following characteristics:

- a) signage or writing on exterior of vehicle (excludes police vehicles)
- b) D-type license plates or higher
- c) ladder rack/exposed tools and equipment
- d) weigh greater than 10,000 pounds
- e) **vehicle’s** ability to transport more than 12 people
- f) semi-tractors/trailers, dump trucks, lift bed trucks are examples of commercial vehicles.

Only upon receiving the approval of the board of directors shall the homeowner park the vehicle outside on the driveway or street, visible to the neighborhood. If the homeowner’s request is approved, they guarantee to appropriately maintain the vehicle’s appearance up to the neighborhood’s standards, ensuring there are no oil leaks on the driveway/street, rusted vehicles, or vehicles in disrepair. Unapproved commercial vehicles shall be subject to fines at the discretion of the board of directors.

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Recreation Equipment - i.e. Play sets (Swing Sets) and Basketball Hoops

Play sets

A Dwelling Unit which is improved with a Detached Home is allowed to have a play set on the property provided the play set conforms to the requirements contained in this Play set Policy ("Policy"). This Policy supersedes and replaces the Play set Policy dated October 18, 2006.

The Policy incorporates the provisions of the Community Declaration for Chatham Square (Declaration). All capitalized terms used in this Policy shall have the same respective meanings as set forth in the Declaration. In the event of any conflict between the provisions of this Policy and the provisions of the Declaration, the Declaration shall prevail unless this Policy expressly provides otherwise.

According to Community Declaration for Chatham Square Section 8.12, the Board of Directors shall approve all exterior structures including play sets (aka, swing sets). Any homeowner who wishes to install a play set must do so by submitting an Architectural Improvement Application ("Application") to the Board of Directors. This Application must be approved by the Board of Directors prior to installation of the play set. Unapproved play sets will be subject to fines at the discretion of the Board of Directors. Each Application must clearly document the specifications, materials, landscaping, and provide a photo or sketch of the final appearance of the play set. At a minimum, the play set application must meet the below identified specifications:

- 1) The application form must clearly document the specs, materials, landscaping, and provide a photo or sketch of the final appearance
- 2) Must be constructed primarily of a durable, wood material or at least a material that has the appearance of wood (i.e. composite wood/fiberglass, no foundational pieces of the play set structure can be made of a metal or equivalent)
- 3) The roof must also be of the aforementioned durable wood-like material
- 4) All play sets must be installed in the back yard, outside of any utility or drainage easements (landscaping may extend into the easements at the homeowner's discretion)
- 5) No tube slides are allowed
- 6) Any and all accent colors are allowed for slides, swings, and other attachments
- 7) Mulch is required underneath and around the play set and this mulch should create a minimum 1 foot perimeter around the play set

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Basketball Hoops

A Dwelling Unit which is improved with a Detached Home is allowed to have a basketball hoop on the exterior of the property provided the basketball hoop conforms to the requirements contained in this Basketball Hoop Policy ("Policy").

The Policy incorporates the provisions of the Community Declaration for Chatham Square (Declaration). All capitalized terms used in this Policy shall have the same respective meanings as set forth in the Declaration. In the event of any conflict between the provisions of this Policy and the provisions of the Declaration, the Declaration shall prevail unless this Policy expressly provides otherwise.

1. Homeowners may not place basketball hoops:

- a. In a location that violates any Village of Plainfield ordinances; or
- b. On or blocking any public sidewalk.

2. Mobile, portable basketball hoops are permitted; permanent basketball hoops may be installed.

3. When storage of the basketball hoop is required by this policy or otherwise undertaken by the homeowner, it must be stored inside the home; basketball hoops may not be stored outside of the home when not setup for use.

4. Damaged or broken basketball hoops must be stored inside the home and may not be kept outside the home at any time.

7. Basketball hoops must be weighted down with material inside of the attached compartment provided by the manufacturer for this purpose or with sand bags not visible. No other objects may be used to weigh down basketball hoops.

8. Unsightly/neglected basketball hoops may be subject to fine.

9. Basketball hoops must include a backboard made of clear acrylic in a rectangular or fan shape.

Backboards may not contain team or advertising logos, bright colors or any type of advertising, other than the manufacturer's company identification logo. Only black metal poles are allowed and must be installed in a location based on one of the following: 1) at a minimum of 15 feet from the lot side of the public sidewalk and along the outside edge of your driveway.

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Fines/Penalties for Non-Compliance

The Board will enforce the Community Declaration as it pertains to the above compliance items through the following actions:

- 1) The CSHOA will send the homeowner (using the homeowner's name and address on file) a Notice of a Violation of the Community Declaration. This notice of violation will provide the homeowner a number of days to be specified by the board in order to correct the violation. The notice will also include instructions for the homeowner to modify or remove the items in violation and, if applicable, to submit an Architectural Improvement Application for any new work to be completed on the home. Violations that endanger the well-being of others will carry an immediate fine as identified in item 2 below. In endangerment cases the CSHOA Board will immediately notify the Plainfield Police Department by telephone and/or by email. If a homeowner has been previously warned for the same violation, fines will be issued immediately per item 2).
- 2) If the violation has not been corrected as outlined in the Notice of Violation to the Board's satisfaction, then the Board will issue fines or additional fines as follows. Here is the schedule of fines:
 - a. Exterior Improvements (i.e. fences, play sets, basketball hoops, landscaping, patios, pools, etc) - \$100 per month
 - b. Commercial Vehicles - \$50 per week
 - c. Other non-compliant items or nuisances - \$100/month

The fines will be not be prorated for violations that occur for less than the fine period, i.e., less than a month or less than a week after the original deadline. Once a new violation period begins, and the homeowner remains in violation, the full fine will be levied immediately.

- 3) If after 2 consecutive months of fines, the violation is still not corrected, then the Board reserves the right to remove and /or correct the violation at the owner's expense per Article 7 of the Chatham Square Homeowners Association. Once the Board has completed the correction of the violation, the Board will provide a bill to the homeowner that must be paid within a specified number of days deemed reasonable by the board. If this bill is not paid timely, the Board will follow the community assessment/collections policy enforced for HOA dues (i.e. accruing interest), up to and including filing a foreclosure notice against the homeowner.

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Key Clauses from the CSHOA Community Declaration that give the CSHOA Board the Power to Regulate the Appearance of the Chatham Square Community

Community Declaration

Section 3 Maintenance

3.03 MAINTENANCE BY OWNERS: (a) Each Owner of a Lot which is improved with a Detached Home shall cause the Lot and Detached Home thereon to be maintained so that the appearance of the Lot and Detached Home is substantially similar to its appearance when first constructed or as modified as permitted pursuant to Section 3.04, ordinary unavoidable wear and tear is exempted. Each Owner shall be responsible for the care and maintenance of grass, shrubs, flowers, trees and other landscaping on the Owner's Lot.

(b) The Board, in consultation with the Detached Home Committee, may adopt rules and regulations governing the watering of portions of the Premises by Owners.

(c) **If, in the judgment of the Board, in consultation with the Detached Home Committee, an Owner fails to maintain those portions of the Owner's Lot which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Lots in the Development or in compliance with rules and regulations adopted by the Board from time to time, then the Board may, in its discretion, take the following action:**

(i) **advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done;** and

(ii) **if the work is not done to the satisfaction of the Board, in its sole judgment, then the Board may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Community Association upon demand.**

3.04 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO LOTS: **No additions, alterations or improvements shall be made to any Lot or any part of the Detached Home which is visible from outside the Detached Home by an Owner without the prior written consent of the Board,** in consultation with the Detached Home Committee, and, until the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant, **and compliance with applicable ordinances of the Municipality. If an addition, alteration or improvement which requires the consent of the Board and/or Declarant** hereunder is made to a Lot by an Owner without the prior written consent of the Board or Declarant, or both, as applicable, then (i) the Board may, in its discretion, take either of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take either of the following actions:

(a) **Require the Owner to remove the addition, alteration or improvement and restore the Lot to its original condition, all at the Owner's expense; or**

(b) **If the Owner refuses or fails to properly perform the work required under (a), may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board or the Declarant, as applicable.**

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Section 8 Building Restrictions

8.02 OUTBUILDINGS:

(a) No outbuilding, shed, storage shed, animal house, fence, greenhouse, basketball hoops or other temporary or permanent structure shall be constructed on any Dwelling Unit, except as permitted pursuant to Section 3.04 and 8.12, as applicable. Exceptions are; one storage cabinet no larger than 5 feet wide, 3 feet deep and 8 feet tall. Cabinet shall be placed in the back of the house so as not to be seen from the front of the house. The cabinet must aesthetically fit to the home with color and location. Deck boxes will be permitted only if there is a pool, jacuzzi, hot tub, patio, or a deck.

(b) There shall be no construction on any Dwelling Unit which results in a building or structure inconsistent with the general architectural design and aesthetic flavor of either (i) the Dwelling Unit or (ii) the remainder of the Dwelling Units on the Premises.

8.03 SIGNS:

Except as otherwise provided in Article Nine, or specifically approved, in writing, by the Board, no advertising sign (except one "For Rent" or "For Sale" sign of not more than five square feet), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any part of the Community Area.

8.04 PETS:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Community Area. The Board may from time to time adopt rules and regulations governing (a) the keeping of pets in the Dwelling Unit, which may include prohibiting certain species of pets from being kept in the Dwelling Unit and (b) the use of the Community Area by pets.

8.05 TRASH:

All rubbish, garbage, trash, garbage cans, totes or containers of garbage shall be kept so as not to be seen from neighboring Dwelling Units and streets. All of the aforementioned containers must be kept inside the garage or inside the approved cabinets per section 8.02 Garbage, trash, leaves or yard waste may not be burned on any portion of the premises. Yard waste contained in the proper receptacle must be placed curbside for weekly disposal during the village approved timeframe of April 1st to November 30th .

8.06 NUISANCE:

No nuisance, 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 Owners or occupants of any Dwelling Unit.

8.07 PLANTS:

No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises. No wildflower lawns shall be permitted or maintained upon any part of the premises.

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8.08 PARKING:

Parking areas and driveways shall be used for parking operable automobiles only and no part of any Dwelling Unit shall be used for storage use, or parking of mobile homes, trailers, commercial vehicles, snowmobiles or boats except within the confines of a garage. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. Any violation of this provision shall be deemed a nuisance under Section 8.06

8.09 ANTENNA/SATELLITE DISHES:

Subject to applicable federal, state or local laws, ordinances or regulations, the operation of "ham" or other amateur radio stations or the erection of any communication antenna, receiving dish or similar devices (other than a simple mast antenna or a satellite dish of less than one (1) meter in diameter which is not visible from the front of the Home) shall not be allowed on the Premises.

8.10 UNSIGHTLY USES:

No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Community Area. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon.

8.11 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.

8.12 PLAYSETS:

Subject to the provisions of Section 3.04, a Dwelling Unit which is improved with a Detached Home may be improved with a playset, provided that the playset conforms with the specifications set forth in the Playset Policy adopted by the Board from time to time and filed in the corporate record book of the Association.

8.13 SOLAR PANELS:

Any owner interested in installing a solar energy system should refer to the following instructions for installation of solar energy systems and submit architectural application form prior to installation.

2. Solar Energy System ("SEG") is defined as:

(a) a complete assembly, structure, or design of solar collector, or a solar storage mechanism, which uses solar energy for generating electricity or for heating or cooling gases, solids, liquids, or other materials; and

(b) the design, materials, or elements of a system and its maintenance, operation, and labor components, and the necessary components, if any, of supplemental conventional energy systems designed or constructed to interface with a solar energy system.

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3. SEGs may only be installed on the exterior of Dwelling Units, provided that the Board, at its discretion, shall determine the specific location where the SEG may be installed on the roof provided that the determination does not impair the effective operation of the SEG. If, in the opinion of a licensed professional, conduit must be installed on the exterior, the Board must be notified of the circumstances. Further, the conduit must be strategically placed in a location where it will not be visually prominent and painted the same color as the Dwelling Unit to minimize any visual impact. The paint must then remain in good condition (not chipping, etc.) and maintained by the owner. SEGs may not be installed on the Common Areas without the prior written consent of the Board, and may be installed only on portions of the property within the Owner's exclusive use.

4. To protect the health, safety and welfare of the residents, the Board strongly suggests that SEGs be professionally installed. If the owner uses a professional installer, the owner must provide proof that the contractor is insured (both liability and workman's compensation) and licensed.

5. In order to protect the health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the SEG.

6. Once installed, the owner will be responsible for the maintenance of the SEG. If additional cost is required to maintain the portion of property on which the SEG is installed, the Board may assess this cost back to the owner. In addition, if it is necessary to perform maintenance on or inspect the portion of the property where the SEG is located, as determined by the Board or the Board's contractor, the Owner shall be advised accordingly and the Owner shall be responsible for removing and reinstalling the SEG at the Owner's sole expense.

7. Upon completion of the installation, the Owner shall, at the Owner's sole expense, provide the Board with a report from a licensed roofing inspector documenting that the roof has not been compromised by the installation of the SEG. If the report indicates that the roof has been compromised, the damage shall be remedied by the Owner at the Owner's sole expense.

8. The Owner shall at all times keep the SEG in good repair. Failure to do so after five (5) days' notice from the Board may result in the removal of the SEG at the Owner's expense.

9. The Owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation and/or operation of the SEG. In addition, the Owner must restore the property to its original condition upon removal of the SEG.

10. The repair of any damages to the Owner's property, the property of the other owners, and/or the Common Areas, resulting from the installation, maintenance and/or operation of the SEG shall be at the Owner's sole expense.

11. The Owner shall indemnify and hold harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of the SEG, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner shall be responsible for any damage to the property or any injury to any individual as a result of the installation or operation of the SEG.

12. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest.

13. All SEGs shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the SEG by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized SEG shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the SEG in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

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Section 7 Levying Charges

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefore (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 Community 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 Community Association.

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

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Community Association when due shall be deemed delinquent. 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 Community Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with 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 First 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 First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First 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 Community 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.

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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 Community 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 Community 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 Community 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 Community 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 Community 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.

7.09 ENFORCEMENT BY MUNICIPALITY: The Municipality is hereby granted the right, but shall not be obligated, to enforce covenants and obligations of the Community Association or the Owners hereunder. If the Community Association or one or more Owners fail to comply with any covenants and obligations hereunder, the Municipality shall have the right (but shall not be obligated) to give notice to the Community Association or the offending Owner or Owners of its, his or their failure to perform its, his or their obligations hereunder. If such notice is given and the Community Association or offending Owner or Owners does not perform to the satisfaction of the Municipality within fifteen (15) days after the giving of such notice, then the Municipality may (but shall not be obligated to) enter upon the Premises and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the Municipality. The Community Association or the offending Owner or Owners shall, upon demand, reimburse the Municipality for the reasonable cost of such work and if payment is not made within fifteen (15) days after demand, then the amount due shall become a lien on the Dwelling Unit of the offending Owner or Owners or, in the case of the Community Association, the property of the Community Association; provided, however, that such lien shall be subordinate to the lien of any first mortgage on a Dwelling Unit Recorded prior to the date on which such cost becomes a lien against the Dwelling Unit as provided above.