

**17. MAINTENANCE ASSESSMENT:** Each Lot owner, by his or her acceptance of a deed conveying said owner's Lot, agrees and covenants to pay to the Cattails Association a monthly assessment and any special assessment which is established by the Cattails Association as hereinafter set forth. Such assessments, together with interest, costs and reasonable attorney's fees shall be and constitute a charge on the land and shall be a continuing lien upon the Lot or Lots against which such assessment is made.

**18. PURPOSE OF ASSESSMENT:** The assessments levied by the Cattails Association shall be used exclusively to promote the recreation, health, safety and welfare of residents in the Development, for the maintenance of any and all parts of the Development owned by the Cattails Association, the Windstone Residential Association, Inc. (as provided in the Windstone Declaration) and/or jointly owned by more than one Lot owner (e.g., roofs and parking areas serving groups of adjoining townhomes), for the operation and maintenance of any utility lines and equipment providing service to the Development (e.g., sanitary sewer lines, pumps and related facilities) (including, without limitation, utility services incurred in the operation thereof), for the maintenance of all grassed and landscaped areas in the Development (including, without limitation, such areas located on individual Lots in the Development), and such other and related costs and expenses reasonably determined by the Cattails Association.

With respect to the maintenance of grassed and landscaped areas, the Cattails Association may undertake the general cutting, weeding, trimming, pruning, mulching and fertilizing of such grassed and landscaped areas in the Development, including (without limitation) the replacement of any landscaping located on any individual Lot.

In the event the Cattails Association undertakes the maintenance, replacement and/or repair of any roof, paved areas, common wall or other item which exclusively or primarily serves any group or cluster of adjoining townhomes, the Cattails Association may assess the costs of such maintenance, replacement and/or repair solely to the owners of the Lots served thereby, in equal shares to the owner of each such Lot or prorated between and among such owners on such other basis as the Cattails Association may reasonably determine.

**19. ASSESSMENT DUE DATE:** The Cattails Association shall, upon the written request of a Lot owner, furnish a statement setting forth whether assessments on such owner's Lot have been paid. Any assessments not paid within thirty (30) days after the due thereof shall bear interest as determined by the Board, but in no event in excess of the maximum interest rate allowable by law. The Cattails Association may bring an action at law or in equity against the owner(s) of any Lot against which any delinquent assessment has been charged to pay and collect the same, or may foreclose the lien herein reserved against the Lot in accordance with the requirements of applicable law.

**20. SUBORDINATION OF LIEN TO MORTGAGEE:** The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage (including any first deed of trust) against a Lot. The sale of a Lot shall not affect the assessment lien imposed hereon; however, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage or deed of trust shall extinguish the lien of such assessment as to payments which became due prior to such foreclosure.

**21. TERM:** The terms, covenants, conditions and restrictions of this Declaration are to run with the land and shall be binding on all parties and all persons claiming hereunder for a period of fifty (50) years from and after the date this Declaration is recorded in the Register's Office of Hamilton County, Tennessee; after which time the term of this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Lots in the Development has been recorded in said Register's Office, prior to the expiration of any such extension period.

**22. ENFORCEMENT:** The terms of this Declaration may be enforced by such proceedings at law or in equity as the Board of the Cattails Association may determine, against any person or persons violating or attempting to violate any term, covenant or condition hereof, to restrain such violation, and to recover any and all such damage as may be incurred, including (without limitation) court costs and reasonable attorneys fees.

**23. INVALIDATION:** The invalidity or unenforceability of any one or more of the terms, covenants or conditions of this Declaration, as determined by the final judgment of a court of competent jurisdiction, shall in no way affect any of the other provisions of this Declaration, which shall remain in full force and effect.

**IN WITNESS WHEREOF,** Developer has executed this Declaration of Covenants and Restrictions as of the day and year first above written.

Attest:

Doris Goldstein  
Secretary

**WINDSTONE PARTNERS, L.P.**  
By IJG, Inc., General Partner

By Mr. Julian  
President

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

Before me, Donna K. Juner, of the state and county aforesaid, personally appeared Ival and Doris Goldstein, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be President and \_\_\_\_\_ Secretary, respectively, of IJG, Inc., a corporation, which corporation is the general partner of WINDSTONE PARTNERS, L.P., the within named bargainor, a limited partnership, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of said corporation in its capacity as general partner.

WITNESS my hand and seal at office in Hamilton County this 6<sup>th</sup> day of June, 1997.

Donna K. Juner  
Notary Public

My commission expires:

8-23-99

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EXHIBIT "A"

Legal Description of the Property

Those certain tracts or parcels of land shown and described as Tracts 1 through 9 on that Planned Unit Development subdivision plat of The Cattails at Windstone, recorded in Plat Book 58, Page 5 in the Register's Office of Hamilton County, Tennessee.

