

THE CATTAILS AT WINDSTONE

SUMMARY F COVENANTS & RESTRICTIONS

- ARTICLE 1: All dwellings are limited to single-family residential use.
- ARTICLE 2: Any construction or structural alterations must be approved in advance by the WindStone Architectural Review Board.
- ARTICLE 3: With the prior written approval of WindStone Review Board and the Board of Directors Cattails Association, a Lot owner, at his or her sole expense, may make exterior and structural alterations, and/or landscaping improvements.
- ARTICLE 4: Except to the extent the Cattails Association assumes responsibility, each Lot Owner, at his or her own expense, shall maintain his or her Lot and lownhome and other improvements in good condition and cleanliness. ms includes regular and periodic cutting and maintenance of grass and landscaping.
- ARTICLE 5: The easement areas of each Lot shall be maintained by the Lot Owner, except to the extent that such has been expressly assumed by the Cattails Association or by the appropriate governmental authority or utility company.
- ARTICLE 6: No noxious or offensive activity shall be carried on upon any Lot which may be an annoyance or nuisance to other owners of Lots.
- ARTICLE 7: No temporary structure, tailer, tent or outbuilding may be used on any Lot at any time as a residence either temporarily or permanently.
- ARTICLE 8: No Lot shall display any canopy/awning, radio/television antenna, except for small television or dish antennas as may be allowed by WindStone Declaration with the approval of the Board of Directors of the Cattails Association. No fences shall be allowed on any Lot.
- ARTICLE 9: Animals
- A.No commercial breeding is allowed.
 - B. Owners must clean up any excrement left by their pet.
 - c Pets will not be allowed to roam umattended, either a leash or voice control must be used while the pet(s) are out of doors, and
 - D.Owners shall muzzle any pet which consistently barks or makes noises that might normally disturb other residents.
- ARTICLE 10: All equipment for the storage or disposal of trash, garbage or other waste shall be kept in clean and sanitary condition. All garbage and trash containers are to be covered and securely closed. Containers shall not be placed out at curb-side any sooner than the night prior to scheduled garbage service pick-up.
- ARTICLE 11: No individual water supply system shall be permitted on any Lot of any purpose.
- ARTICLE 12: In regard to development of townhomes on each Lot, certain foundation components may encroach over and onto adjoining Lots. There is hereby reserved an easement for said encroachments. In the event that any structure comprising said townhome is totally destroyed and then rebuilt, the owner of said townhome agrees that said encroachments shall be permitted to continue upon the reconstruction.

ARTICLE 13: Each townhome exterior shall be the same materials and color, and shall not be changed unless approved by the Board of Directors of the Cattails Association, and any such change in color shall be made as to all townhomes.

ARTICLE 14: Damage or destruction of any townhome shall be restored to its original condition without undue delay, including the use of the same exterior materials.

ARTICLE 15: The owner of each Lot shall at all times maintain and keep in full force a proper policy of homeowner's casualty and liability insurance by an underwriter acceptable to the Cattails Association in an amount sufficient to repair and rebuild the townhome structure and other improvements. Copies of such policies (or certificates) shall be submitted to and kept on file with the Cattails Association.

ARTICLE 16: Every owner of a Lot, by his or her acceptance of title to such Lot, shall automatically be a member of the Cattails Association. The members shall be entitled to cast one vote for each Lot they own.

ARTICLE 17: Each lot owner agrees and covenants to pay to the Cattails Association a monthly assessment established by the association.

ARTICLE 18: The assessments levied by the Cattails Association shall be used for the maintenance of any parts of the Development owned by the Cattails Association, the WindStone Residential Association, and/or jointly owned by more than one Lot owner (e.g., roofs

and parking areas serving group 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), for the maintenance of all grassed and landscaped areas in the Development (including areas located on individual Lots in the Development), and other related expenses reasonably determined by the Cattails Association.

ARTICLE 19: The Cattails Association shall, upon written Lot owner's request, furnish a statement setting forth whether assessments on such owner's Lot have been paid any assessments not paid within thirty (30) days after due date shall bear interest.