This Instrument Prepared By: Michael F. Mondelli, Attorney
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LIBERTY HALL

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter sometimes referred to as "Declaration") is made and published this 15th day of September, 1986, by and between ALLEN C. BROWN, TRUSTEE (hereinafter sometimes referred to as "Developer") and any and all persons, firms or corporations hereafter acquiring any of the within described property.

W I T N E S S E T H:

WHEREAS, Developer is the owner of a subdivision in the County of Davidson, State of Tennessee, known as Liberty Hall, as shown upon a plan of record in Book 6900, page 151, Register's Office for Davidson County, Tennessee; and

WHEREAS, it is in the best interest of Developer, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the within described property that certain covenants, conditions and easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Liberty Hall community; and for the continued maintenance and operation of such recreational and common areas as may be provided;

NOW, THEREFORE, in consideration of the premises, the Developer agrees with any and all persons, firms, corporations or other entities hereafter acquiring any of the property hereinafter described, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens (all hereafter collectively referred to as "Restrictions") relating to the use and occupancy thereof, said Restrictions to be construed as covenants running with the land which shall be binding

on all parties having or acquiring any right, title or interest in the described properties or any part thereof; and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described properties made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to same.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit) shall have the following meanings:

1. "Association" shall mean and refer to Liberty Hall Homeowners' Association, Inc., a nonprofit corporation to be organized and existing under the laws of the State of Tennessee, its successors and assigns.

2. "Common Area(s)" shall mean and refer to any and all real property owned by the Association, or such other property to which the Association may hold legal title whether in fee or for a term of years, for the non-exclusive use, benefit and enjoyment of the members of the Association subject to the provisions of the Declaration, such Common Areas to include, without limitation, the streets, sidewalks and other passageways, parks, recreational area and walls and fences constructed by Developer. Common Areas with respect to the properties made subject to this Declaration, whether at the time of filing of this Declaration or subsequently by Supplementary Declaration(s) shall be shown on the plat(s) of Liberty Hall and designated thereon as "Recreation" or "Common Area".

3. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the properties and which is recorded in the Office of the Register of Deeds for Davidson County, Tennessee.

4. "Developer" shall mean and refer to Allen C. Brown, Trustee, his principal place of business in Nashville, Tennessee, his successors and assigns.

5. "Site" or "Lot" shall mean and refer to any plat of land to be used for single-family residential purposes and so designated on the subdivision plat or survey of Liberty Hall which shall be of public record.

6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any site which is a part of Liberty Hall, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

7. "Properties" shall mean and refer to any and all of that certain real property now within that certain residential subdivision being developed by Developer in Nashville, Davidson County, Tennessee, which subdivision is and shall be commonly known as Liberty Hall.

8. "Member" shall mean and refer to any person or persons who shall be an owner, and as such, shall be a member of the Association.

9. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

10. Liberty Hall shall mean and refer to that certain residential community known as Liberty Hall which is being developed on real property now owned by Developer in Nashville, Davidson County, Tennessee.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

Section One. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Nashville, Davidson County, Tennessee, and is more

particularly described and shown on the recorded Plan of Liberty Hall consisting of Sites Nos. 1 through 10 and the Common Areas shown thereon. Only those Sites and Common Areas are made subject to this Declaration, provided, however, Developer reserves the right to subject other real property, both Sites and Common Areas, to the restrictions set forth herein as provided below.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section One. Membership. 1. Every person or entity who is the Owner of record of a fee interest in any Site within the Properties shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in any Site merely as security for the performance of an obligation. Ownership of such Site shall be the sole qualification for membership. When any Site is owned of record in tenancy by the entireties or tenancy in common or by some other legal entity, membership as to such Site(s) shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Two hereinbelow.

2. During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a member of any rules or regulations established by the Board of Directors, such member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process requirements shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving member ten (10) days prior written notice specifying each alleged violation and setting

the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board or the Committee thereof.

3. No membership or initiation fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration, the By-Laws, or as the Developer or the Directors of the Association may from time to time hereafter adopt.

Section Two. Voting and Voting Rights. 1. The voting rights of the membership shall be appurtenant to the ownership of the Site. When two or more persons hold an interest (other than a leasehold or security interest) in any Site, all such persons shall be Members. The vote for such Site shall be exercised by one of such person as proxy and nominee for all persons holding an interest in a Site and in no event shall more than one (1) vote be cast with respect to any Site.

2. Any Member who is delinquent in the payment of any charges duly levied by the Association against a Site owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

3. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the Member of his Site. A corporate Member's vote shall be cast by the President of the Member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation.

4. Voting on all matters except the election of Directors shall be by voice vote or by show of hands unless a majority of the Members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail.

5. The Developer shall have at least one (1) voting representative on the Board during the first five (5) years after the date hereof.

ARTICLE IV

COMMON AREA PROPERTY RIGHTS

Section One. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title for every Site subject to the provisions of this Declaration and the Charter and By-Laws of the Association, including, but not limited to, the following:

1. The right of the Association to limit the use of the Common Area to Owners, their families and guests;

2. The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Site remains unpaid, or for any infraction of the Association's published rules and regulations;

3. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the votes agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, gas, telephone, cablevision, water and sewerage, utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties.

Section Two. The right and easement of enjoyment granted to every Owner in Section One of this Article may be exercised by members of the Owner's family. An Owner may, with the approval of the Board of Directors of the Association, delegate his rights of

enjoyment in the Common Area to his tenants who occupy the residence of the Owner within the Properties.

Section Three. Every Owner shall have an interest in all of the property owned by the Association as is represented by the ratio of the number of votes to which said Member is entitled to the total number of votes in the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section One. Monthly or Annual Assessment for Maintenance Fund. For each Site owned within the Properties, every Owner covenants, and each subsequent Owner of any such Site, by acceptance of a deed therefor, whether or not is so expressed in such deed, is deemed to covenant and agree to pay to the Association monthly or annual assessments or charges for the creation and continuation of a maintenance fund in the amount hereinafter set forth, which may be levied by the Board of Directors of the Association.

Section Two. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes shall include maintenance, landscaping and beautification of the Common Areas, maintenance of all walkways, streets and passage ways, walls and fences constructed by Developer. Funds may also be used to provide other services for the Association Members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto; the employment of a general manager and other personnel; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other personnel whom the Directors may determine to be useful; the employment of

security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise.

Section Three. Creation of the Lien and Personal Obligation of Assessment. In order to secure payment at and after due date, as each assessment becomes due there shall arise a continuing lien and charge against each Site, the amount of which shall include costs and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, such personal obligation shall not pass to successors in title unless expressly assumed by them, provided such assumption shall not relieve such owner of such obligation if the same is not paid when due by the successor assuming it.

Section Four. Exempt Property. The assessments, charges and liens created under this Article V shall not apply to the Common Area, nor shall it apply to any Site the title to which is vested either in any first mortgagee subsequent to foreclosure; provided, however, that upon the resale of such property by such first mortgagee the assessment herein provided shall again commence and accrue and shall be fully applicable to such Site upon the conveyance to any subsequent Owner. All property dedicated to and accepted by a local public authority, all land granted to or used by a utility company shall be exempt from such assessments.

Section Five. Special Assessments. In addition to the monthly or annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have affirmative votes of not less than a two-thirds (2/3) majority of a meeting of the members, held after not less than ten (10) days notice in writing.

Section Six. Date of Commencement of Annual or Monthly Assessment: Due Dates: Certificate of Payment. Annual or monthly assessments provided for herein shall commence as to all Sites on

the first day of January, 1987. At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Site and in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Owner. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Site have been paid to date.

Section Seven. Effect of Non-Payment of Assessment: Remedies of the Association. For any assessment not paid within the due date at the maximum legal contract rate and to the extent allowed by law, the Association, its agents or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Site to which the assessment relates, and interest, costs and reasonable attorneys' fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section Eight. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any deed of trust (sometimes hereinafter called "mortgage") of any Site. Sale or transfer of any Site shall not affect any assessment lien. The sale or transfer of any Site which is subject to any mortgage, pursuant to a foreclosure thereof, or under a power of sale or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, but the Association shall have a lien upon the proceeds from foreclosure or of sale junior only to the said foreclosed first mortgage but senior to the equity of redemption of the mortgagor or trustor. No sale or transfer shall

relieve such Site from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Developer shall have the responsibility of enforcing the restrictions set forth in this Article for the first two (2) years after the date hereof. Upon the incorporation of the Association and one (1) year after 5 residences are owned and occupied, the Board of Directors of the Association shall assume and be responsible for the enforcement hereof. References in this Article to the Developer shall, therefore, apply to the Association after it has been incorporated and has assumed the enforcement of these restrictions.

The real property herein and maintenance thereof are subject to Appendix A - Zoning of the Metro Code Section 81.51 (b) and (c) which is incorporated by reference as if contained verbatim.

Section One. Approval of Plans and Architectural Committee. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, path or other improvement of any nature shall be constructed without obtaining the prior written approval of the Developer as to the location of the same and as to its plan and specifications. For this purpose, the Developer shall establish a confidential Architectural Committee which shall have full authority to review and act upon requests for approval of plans. As a prerequisite to consideration for such approval, and prior to the beginning of the contemplated work, two (2) complete sets of building plans and specifications must be submitted to the Developer for approval. The Architectural Committee shall be the sole arbiter of the same and may withhold approval for any reason, including purely aesthetic considerations. Upon approval being given, construction shall commence within ninety (90) days, and shall be prosecuted to completion promptly and in strict compliance with the approved plans, otherwise the approval shall be

void. The failure of the Developer to act upon any set of plans and specifications within thirty (30) days from the date of the submission of the same shall constitute the approval of such plans. A reasonable fee, not exceeding One Hundred Dollars ($100.00), may be charged by the Developer to defray its costs incurred in considering and acting upon any proposed plans and specifications requiring changes to secure approval.

Section Two. Improvement, Setback and Use Restrictions.

1. All structures must be built to comply with the approved site plan and plans and specifications therefor. Before any house may be occupied it must be completely finished.

2. The Developer reserves the right to approve the site plan and location of each house or other structure on each Site and to arrange the same in such manner as it shall deem in the best interests of the overall development. No building or structure, or any part thereof, shall be located on any Site outside the minimum setback lines shown on the recorded plan or as specified in Restrictions. For the purpose of determining compliance with the minimum setback requirement, eaves and steps extending beyond the front wall of a structure shall not be considered as a part thereof.

3. The total floor living area of the main structure upon any lot, exclusive of open porches, patios, garages, carports and breezeways, shall be not less than eighteen hundred (1800) square feet, and shall comply with the maximum and minimum ratios of land to building area as shown on the recorded plan.

4. All single family dwellings in Liberty Hall will be owner occupied and will not be rented, leased, sub-leased, or in any other manner such that the owner is an "absentee owner".

5. There will be no thru-traffic permitted from Galbraith Drive through the subject property to Lone Oak Road by any motorized vehicle.

6. No more than ten (10) single family dwelling units shall be constructed in Liberty Hall.

7. Boundary walls may be erected subject to approval of the Architectural Committee. No retaining wall shall extend to a

height greater than three (3) feet above the earth being retained. No boundary wall, nor any wall enclosing a patio or courtyard, shall extend to a height greater than three (3) feet above the earth being retained. No boundary wall, nor any wall enclosing a patio or courtyard, shall extend to a height greater than eight (8) feet from ground level (except with the consent of all adjoining Site owners). All boundary and retaining walls must be of brick, stone, stucco or material agreeable to the Architectural Committee. No fences, or walls enclosing rear yards or portions thereof, may be built without approval of the Architectural Committee.

8. Swimming pools must be located to the rear of the main dwelling and shall be no nearer than five (5) feet to any Site line. Developer reserves the right to establish a uniform mail box and mail box location system.

9. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on any lot, whether temporary or permanent, shall be walled in to conceal the same from the view of neighboring lots, roads, streets and open areas. Plans for all screening walls and enclosures must be approved by the Architectural Committee.

10. No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes shall be stored on any Site except for the purpose of construction on such Site, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.

11. All utility meters, air conditioning compressors, and other like equipment shall not be visible from neighboring lots, roads, streets and open areas. Outdoor television antennas may not be installed.

12. No owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface, grade, or area of or surrounding Site except to

the extent that fill may be required on certain Site as shown on the recorded plan. All fill shall be subject to the approval of the Architectural Committee, as to the nature of the fill employed and as to the manner and methods of installation.

13. Outside clotheslines and clothes hanging devices shall not be permitted. Eave flood lights may not be installed on the outside of residences in such a manner that causes direct lighting of any adjoining Sites.

Section Three. Maintenance.

1. All Sites, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective owners. To provide uniformity in the maintenance of the landscaping, the Association shall contract with one or more landscaping services to provide maintenance services for the Common Area. The cost of such maintenance shall be treated as a Common Area charge for all areas.

In the event any owner shall fail to complete his residence according to the approved plans or to maintain the improvements situated upon his or her lot in a manner satisfactory to the Association, the Association may, upon the vote of two-thirds (2/3) of the Association's Directors, and after ten (10) days notice in writing to the Site owner, and his continued failure to commence the correction of the matter in issue, enter upon said Site and complete, repair, maintain or restore the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Site is subject and the owner shall be personally liable for the cost of such maintenance so incurred.

Section Four. Residential Use. Unless otherwise designated on the recorded plan, each Site shall be used only for private, single family residential purposes and not otherwise.

Section Five. Parking of Automobiles. A minimum of two (2) off-street parking spaces for each residence must be provided by each Site owner. Parking for guests of residents and visitors may be

provided by the Developer at the locations shown on the recorded plan, which space shall be for the use of guests of Site owners generally and shall not be assigned to individual Site owners. Additionally, the Developer may permit the use of certain designated open spaces for the parking of automobiles on special occasions.

Section Six. Hobbies and Activities. The pursuit of hobbies or other inherently dangerous activities, including without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Site or upon the Common Areas without the consent of the Association.

Section Seven. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, pastured, or maintained on any Site, except houshold pets which shall be kept thereon in reasonable numbers as pets for the sole pleasure of the occupants, but not for any commercial purpose or use. No pets shall be permitted in the Common Areas unless accompanied by their owners and except on a leash. The Association may take appropriate measures to insure compliance with this provision.

Section Eight. Nuisances and Unsightly Materials. No house or other structure on any Site shall be used for any commercial or business purpose. Each owner shall refrain from any act or use of his Site which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Site. Boats may be stored on the property, but may not be visible from neighboring lots, streets, roads or open areas. No non-licensed motorcycle, motorbike or motor scooter or other motor driven vehicle with loud muffler or mufflers shall be permitted to be operated in the streets of Common Areas at Liberty Hall.

Section Nine. Governmental Restrictions. Each owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his lot.

In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

Section Ten. Exclusive Contractors. In order to minimize confusion and complications which may result from the construction of a number or residential units upon the Properties at the same time, and in order to insure the maintenance of a high quality of construction, the Developer reserves the right to designate an approved list of contractors who shall be the exclusive contractors authorized and permitted to construct residential units or facilities upon Sites within the Properties.

ARTICLE VII

EASEMENTS

Section One. General. Each Site now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded plat(s) of survey upon which such Lot is shown. No structure(s) of any type shall be erected or placed upon any part of a Lot or Common Area which will interfere with the rights and use of any and all easements shown on said recorded plat.

Section Two. Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards, firemen, ambulance personnel and all similar persons, whether or not employed by Developer of the Association, to enter upon the Properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

ARTICLE VIII

SALE OF SITES

Section One. Right of First Refusal. To assure a community of congenial Owners and thus protect the value of the Sites in Liberty Hall, any Owner who desires to sell any Site or Sites, either improved or unimproved, shall first offer the same for sale to the Developer

at the same price and on the same terms at which the highest bonafide offer has been made to the Owner therefor. An Owner desiring to sell any Site shall give Developer notice via certified mail, return receipt requested, of his desire to sell such Site(s), together with such other information as may be requested. Within thirty (30) days from date of receipt, Developer may (1) approve the transaction; (2) furnish a purchaser approved by the Association who will accept the transaction upon terms as favorable as those stated in the notice; (3) purchase upon the same terms and conditions subject to the right of the Developer to obtain an appraisal which shall govern if the appraised value is less than the price at which the Owner intended to sell; or (4) fail to respond, in which event the transaction will be deemed approved. The right of first refusal granted by this Declaration to Developer shall extend to the first five (5) years following the date of Site sale and thereafter the Association shall automatically succeed to Developer's rights under this Section One for the remaining duration of this Declaration. This right of first refusal does not apply to the holder of a first mortgage or deed to secure debt upon the exercise of any power of sale or becoming the Owner of a Site, or upon the sale of said site thereafter. Provided, however, that in any event, such sale shall remain subject to the covenants and restrictions of this Declaration.

Section Two. Exclusive Agents. In order to protect the investments of the Owners, to minimize confusion resulting from the listing of residences or Sites for sale with multiple agents, and in order to avoid the dissemination of erroneous information concerning Liberty Hall, the Developer reserves the right to designate certain exclusive agents who shall have the sole right to serve as sales agents for the sale and resale of Sites and residences within Liberty Hall. This right in the Developer shall continue for a period of one (1) year from the date of the tenth original lot sale by the Developer, and thereafter the Association is given the option to continue the same for the duration of this Declaration,

which shall be exerciseable within one (1) year after the above or shall lapse.

ARTICLE IX

GENERAL PROVISIONS

Section One. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until December 31, 2011; at which time they shall be automatically extended for successive periods of ten (10) years each unless it is agreed by the vote of a majority in interest of the then Owners of the above-described property to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section Two. Amendment. The covenants and restrictions of this Declaration may be amended by the Developer, without joinder of any Site owner, until six (6) residences are owned and occupied, thereafter by an agreement signed by at least two-thirds (2/3) of the Owners whose Sites are then subject hereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

Section Three. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within Liberty Hall to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other owner or interested

party either to prevent said person, firm or corporation from so doing such acts or to recover damages for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fees. Any failure by Developer or any property Owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section Four. Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

Section Five. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer or his successors reserves the right (by and with the mutual written consent of the Owner or Owners for the time being of such Lot) to change, amend or release any of the foregoing restrictions as the same may apply to that particular lot.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants and Restrictions to be duly signed this 15th day of September, 1986.

81036

IDENTIFICATION REFERENCE

JAN 7 12 25 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

Allen C. Brown, Trustee
ALLEN C. BROWN, TRUSTEE