BOOK 10420 PG 228

This instrument prepared by:
Robert H. Braswell
168 Charleston Park
Nashville, TN 37205

DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
PERCY PRIEST WOODS

THIS DECLARATION, made on April 15, 1997, by Robert H. and Will V. Braswell, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the fee simple Owner of certain real property known as Percy Priest Woods, in Davidson County, State of Tennessee which is more particularly described in Exhibit A, attached hereto and made a part hereof, hereinafter referred to as the "Property".

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, which Declaration of Covenants, Restrictions and Easements shall be and are easements, restrictions, covenants and conditions appurtenant running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their respective heirs, successors and assigns, as their respective interest may appear.

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

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IDENTIF. & REFERENCE

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IN WITNESS WHEREOF, the Declarant, Trustee, has executed this instrument on this 15th day of April, 1997.

Robert H. Braswell

Will V Braswell

State of Tennessee
County of Davidson

Personally appeared before me, Danielle Richard a Notary Public, Robert H. and Will V. Braswell, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office at Hermitage, Tennessee, this 17, day of April, 1997.

Danielle Richard
Notary Public

DANIELLE RICHARD NOTARY PUBLIC AT LARGE

My Commission expires:
January 20, 1999

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the terms listed in this Article I shall have the following meaning whenever used in this Declaration of Covenants, Conditions, Restrictions and Easements, the Association's Articles of Incorporation, or the Association's By-Laws:

Section 1. "Association" shall mean and refer to Percy Priest Woods, a Tennessee nonprofit corporation and its successors and assigns.

Section 2. "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may from time to time be amended and exist.

Section 3. "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

Section 4. "Builder" means any person or entity who acquires a Lot from Developer for the purpose of constructing thereon a single-family residence and appurtenances, for resale in the ordinary course of the business of such person or entity.

Section 5. "Percy Priest Woods Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Open Space.

Section 6. "Open Space" shall mean all real property (including any improvements thereon) as shown in Exhibit A together with the rights-of-way, easements appurtenant, improvements and hereditaments described in this Declaration, all of which shall be and are

covenants running with the land at law.

Section 7. "Declarant" shall mean and refer to Robert H. and Will V. Braswell, their assigns, successors and/or representatives.

Section 8. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed, or extended from time to time in the manner herein prescribed.

Section 9. "Developer" shall mean the same as "Declarant" as defined herein.

Section 10. "Law" shall include any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Tennessee, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 11. "Lot" shall mean and refer to a plot of land shown on and identified by number upon the Plat shown in Exhibit A, hereafter made subject to this Declaration, which is intended for single-family residential use.

Section 12. "Mortgage" shall mean chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 13. "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined

herein, each Lot shall be deemed to have one Owner. Both the Declarant and Builders are Owners for all purposes under this Declaration, to the extent of each Lot owned, except where expressly provided otherwise.

Section 14. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 15. "Plat" shall mean those certain plat entitled Percy Priest Woods of record in Plat Book 9700, page 384 in the Register's Office for Davidson County, Tennessee.

Section 16. "Recorded" shall mean filed for record in the Register's Office for Davidson County, Tennessee, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Davidson County, Tennessee.

Section 17. "Structure" shall mean:

(a) Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, green house, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot;

(b) Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters in any nature or wash or drainage channel from upon or across any Lot.

Section 18. "The Work" shall mean the initial development of the Property by

Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

ARTICLE II

OPEN SPACE

Section 1. Conveyance of Open Space Property. The Declarant may designate and convey to the Association real property in fee simple to be the Open Space for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant the conveyance of Open Space subject to the terms and conditions of this Declaration and the obligations set forth herein.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Open Space which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Open Space by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Open Space and to impose reasonable limits upon the number of guests who may use these facilities;

(b) the right of the Association to suspend the voting rights and right to the use of the Open Space by an owner for any period during which any Assessment, as defined therein, against his Lot remains unpaid, or any Owner who shall be subject to a Right of Abatement, as defined in Article V Section 3 (o), by reason of having failed to take reasonable steps to remedy a violation or breach of either this Declaration, Association Documents, or the design standards

contained herein, within (30) days after having received notice of the same; and for a period not to exceed 60 days for any other infraction of the Association Documents of Percy Priest Woods Homeowners Association Rules;

(c) the right of the Declarant and the Association to grant easements in and to the Open Space for all utility services, including cable television and other public uses which benefit the subdivision as a whole;

(d) the right of the Association to take such steps as are reasonably necessary to protect the Association property against foreclosure;

(e) the right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Open Space to any public agency, authority, or utility; or, subject to such conditions as may be agreed to by the Lot Owner, to any other Person for such purposes. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of those members of the Association authorized to vote has been recorded.

(f) The Declarant hereby retains the right to the exclusive use of any Lot or Lots for purposes of sales and other commercial activities necessary for completion of the Work until declarant completes its sales efforts.

Section 3. Responsibilities of the Association. Upon conveyance, the association shall be responsible for the Open Space, including but not limited to its operation, management, care, restoration, insurance, renovation, alterations, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-

Laws and Percy Priest Woods Homeowners Association Rules, his right of enjoyment to the Open Space and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property.

Section 5. Destruction of Common Area. In the event of a total or partial destruction of the Open Space, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Open Space shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the Owners entitle to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, a majority of the Lot Owners elect to rebuild.

ARTICLE III

PERCY PRIEST WOODS HOMEOWNERS ASSOCIATION, INC.

Section 1. Purpose. The Association shall be formed for the purpose of maintaining the Open Space, and for such other purposes as set forth herein.

Section 2. Membership.

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each lot.

(b) The rights, duties, privileges and obligations of an Owner as a member of

the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

Section 3. Voting. The Association shall have two classes of voting membership.

Class A. So long as there is Class B membership, Class A members shall be all Owners, except the Declarant, and shall not be entitled to vote. Upon termination of Class B membership, Class A members shall be all Owners, including Declarant so long as Declarant is an Owner. Each Owner shall be entitled to one vote for each Lot owned. If more than (1) one Person owns an interest in any Lot, all such Persons are members; but there may be only (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Class B. The Class B member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall have sole voting power. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When all the lots in Percy Priest Woods as shown on the Plat have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, or

(b) When Declarant elects by notice to Association in writing to terminate its Class B membership.

Section 4. Rights and Obligations of the Association. Besides those responsibilities

to the Open Space outlined in Article II, the Association must also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein, to the extent such activities are not performed by any public authority or utility. The Association, in any event, shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by the Declarant servicing the Open Space. The Association also may provide other services, such as, but limited to security services, as the Association deems appropriate.

Section 5. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by an Person with who it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operations of the Property or the enforcement of this Declaration, the Association Documents of Percy Priest Woods Homeowners Association Rules.

Section 6. Capital Improvements. Except for replacement or repair of items installed by Declarant as part of the Work, if any, and except for any personal property related to the Open Space, the Association may not expend funds for capital improvements to the Open Space without prior approval of two-thirds (2/3) of those members of the Association authorized to vote.

Section 7. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time t o time may be contained in the Declaration and the Association Document.

Section 8. Percy Priest Woods Homeowners Association Rules. The Association, from time to time, may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Open Space, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association my impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and voting at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

Section 9. Powers of Authority. The Association shall have the power and authority to do any and all lawful thing which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time from time to time, and without liability to any Owner, to enter upon any lot for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or

Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Percy Priest Woods Homeowners Association Rules and to enforce, by mandatory injunction or otherwise the provision of this Declaration, the Association Documents, and Percy Priest Woods Homeowners Association rules.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of the lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, hereinafter referred to as "Annual Assessments", (2) special assessment for capital improvements, hereinafter referred to as "Special Assessments", and (3) specific assessment for acquired indebtedness hereinafter referred to as "Specific Assessments" such assessments to be established and collected as hereinafter provided. The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successor in title unless expressly assumed in writing by such successor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall

be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Open Space; the maintenance of a reserve fund for the replacement of the Open space and all improvements thereon, anticipated to be required in the future; the enforcement of the Declaration and Association Documents; the enforcement of any design standard contained in the Declaration and ASsociation Document; the payments of operating costs and expenses of the Association; and the payment of all principal and interest when due and all debts owed by the Association.

Section 3. Annual Assessment. The annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the property, including (i) the operation, management, maintenance, repair, servicing , security, renewal, replacement and improvements of the Open Space and those other responsibilities as outlined herein, and (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration. The Annual Assessment shall include the property taxes of the Open Space.

Section 4. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for who\se conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty(30) days after written demand.

Section 5. Notice and Quorum for Any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking any action authorized to increase the

Assessment shall be sent to all members authorized to vote not less that 10 days nor more than 30 days in advance of the meeting; and for all other Assessments notice shall be sent to all members authorized to vote not less than 5 business days nor more than 10 days in advance of the meeting.

Section 6. Uniform Rate of Assessment and Declarant's Obligations for Assessment. Any Annual or Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly bases, provided however, that notwithstanding anything herein to the contrary that in no event shall Declarant be obligated to pay more than the lesser amount of Twenty-five percent (25%) of the aggregate sum of the Annual Assessment and Special Assessment levied against all Lots owned by Declarant during each calendar year which annual assessment shall be prorated for the period of time during which calendar year the Declarant is the Owner of said Lot Associations' operating expenses and the annual ASSESSMENTS collected from Owners other than the Declarant.

Section 7. Accumulation of Funds Permitted. The Association shall note be obligated to spend in any calendar year all the sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reductions of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 8. Date of Commencement. The Annual Assessments provided for herein shall commence as to all Lots of the first day of the month following the authorization of the

Assessment of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 9. Certificate as to Status of Payments. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchase of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

Section 10. Assessment Lien. All sums assessed to any Lot, together with interest and all cost and expenses of collection (including reasonable attorney's fees for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by an First Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration whether of not such consent is set forth in this instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association

from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish, provided, however, that in no event shall the association have the power to establish a rate of interest in violation of the law of the State of Tennessee. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. A suit to recover a money judgement for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien on its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Open Space or abandonment of his Lot.

Section 12. Subordination of the Lien to Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, without prejudice however, to the Association's rights to collect such amounts from the Owner personally liable for their payment. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such encumbrancer then will subrogate to all rights of

the Association with respect to such lien, including priority, to the extent of such payment.

ARTICLE V

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Residential Use of Property. All Lots shall be used for single-family residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time.

Section 2. Building Requirements. All Lots shall have a one, one and one-half or two story house. Each is to contain a minimum of one thousand (1,000) square feet, excluding garages, carports, porches, and breezeways.

Section 3. Other Matters.

(a) The lot owners shall maintain all easements of record on their lot.

(b) No noxious or offensive activity shall be carried on upon any Lot in this subdivision or upon any part thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(c) No temporary structure shall be used at any time as a residence.

(d) No vehicle shall be regularly or habitually parked on any street in this subdivision, and every Owner of a residence in this subdivision shall provide adequate facilities for off-street parking for all vehicles kept on the premises.

(e) No boat, trailer, or any other recreational vehicle shall be regularly or habitually parked in front of the building line.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that of dogs, cats, or other household pets may be kept provided that they

are not kept, bred, or maintained for commercial purposes. Animal yards, quarters or pens shall be screened from the view of adjacent yards and/or streets.

(g) Excluding lots 1, 18, 19, and 31 any fence erected upon any Lot in the subdivision shall be erected only in the rear yard and, if a boundary fence, shall not exceed four (4) feet in height. The decorative, or finished side of all fences shall face adjacent dwellings, lots, or streets.

(h) No mobile homes or any type of structure transported from another location is to be used as a residence.

(i) No clothes lines are permitted, and all residences are to have garbage can holders, and such are to be to the rear of the house out of public view.

(j) Construction of any dwelling in said subdivision shall be substantially completed within twelve (12) months from date said construction commences, unless otherwise waived by Developer.

(k) The acceptance of a conveyance of any Lot or lands included within the above described real estate by any person or persons shall be construed to be in acceptance and affirmance by such person or persons of all the protective covenants, conditions, reservations and restrictions set out herein, whether or not the same be set out or specified in such conveyance, also any lot owner petitioning for a zoning variance to construct an improvement nearer his property line than is permitted by the original plat, conditions, restrictions, reservations and protective covenants need only have written approval of the immediate adjoining property owners and not the written approval of all Lot Owners in the subdivision.

(l) Each and all of the protective covenants, conditions, reservations, and

restrictions contained herein shall run in favor of and shall inure to the benefit of all Owners of lands included within the above described real estate jointly and severally, and may be enforced by them or by any of them in any court or competent jurisdiction by injunction or other appropriate remedy. The party adjudged to have violated any of said restrictions shall be liable to the aggrieved party for all cost and expenses including reasonable attorney fees, which shall be fixed by the court hearing said matter. The Owner of any part of this subdivision shall have the right to enforce said protective covenants, conditions, reservations, and restrictions without proof of pecuniary damages to his own property in said tract.

(m) Invalidation of any of the foregoing covenants, conditions, reservations, or restrictions by judgement or order of a court shall in no way effect any of the other covenants, conditions, reservations, or restrictions, all of which shall remain in full force and effect.

(n) Every Lot Owner in Percy Priest Woods Subdivision shall be a member of the Homeowners' Association.

(o) Each Lot Owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Association or any aggrieved Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has a right to recover all cost and expenses incurred (including reasonable attorney's fees). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure of the Declarant, the Association of any Owner to enforce any covenant or

restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association shall have a right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the cost of collection and reasonable attorneys' fees, together with interest therein at the maximum legal rate per annum, shall be a binding personal obligation of such Owner, enforceable as provided herein.

(p) So long as Declarant owns a Lot subject to this Declaration, or additional realty of Declarant as set forth herein, Declarant may, in its sole discretion, except as herein stated, amend this Declaration so long as such amendment is not in violation of the laws of Tennessee and shall not impair or reduce the interest of any Mortgagee or Owner of a Lot unless said Mortgagee or Owner shall consent in writing to such modification or recision of their rights and interests. Such consent shall be filed with such amendment. The Declaration, as amended shall be rights and interest appurtenant to the realty owned by Declarant referred to hereinabove and shall run with the land at law.

In addition to the foregoing, this Declaration may be amended by a vote of 75%

of the Owners; provided that (1) any such amendment shall not be effective until recorded in the Register's Office for Davidson County, Tennessee, (2) any such amendment shall not adversely affect any rights or interests of Declarant under this Declaration or as the same may be amended by Declarant as provided herein, unless agreed to in writing by Declarant, (3) any such amendment shall not have priority over any amendment made by Declarant, as long as Declarant owns a Lot, and (4) any such amendment shall not alter, modify or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment.

Every purchaser or grantee of an interest in any real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.