



Wesley Place Homeowners Association

Resident Information Compendium

Attachment B. Amendments to the DCCR

Notice

This document, Amendments to The Declaration of Covenants, Conditions, & Restrictions, was prepared by scanning original documents that were not of the highest quality. While an effort to check these documents was made, some typographical errors may still exist. Please report any errors found to the Wesley Place webmaster.



Wesley Place Homeowners Association Resident Information Compendium

AMENDMENT & CORRECTED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF WESLEY PLACE

WHEREAS, Testerman Construction Company, Inc. is the owner of certain property located in Knox County as shown on Exhibit "A" attached hereto) and

WHEREAS, by instrument dated the 13th day of March, 1984, Testerman Construction Company, Inc. imposed certain Covenants, Conditions and Restrictions on said property, and

WHEREAS, a portion of a sentence was omitted from Article X, Section 1, "Enforcement."

NOW THEREFORE, Testerman Construction Company, Inc. declares that the property described in Exhibit "A" attached hereto and any property which may be annexed thereto as provided In the Declaration of Covenants, Conditions and Restrictions of record in Deed Book 1811, Page 884 in the Register's Office of Knox County, Tennessee, shall be imposed with the following corrected Covenant and Restriction.

ARTICLE X

GENERAL PROVISIONS

"Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter."

<Signature and Notary Block not scanned>

<Exhibit A (duplicate) not scanned>



Wesley Place Homeowners Association Resident Information Compendium

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WESLEY PLACE HOMEOWNER'S ASSOCIATION

WHEREAS, the Developer of Wesley Place imposed on certain properties the Wesley Place Declaration of Covenants, Conditions and Restrictions, dated March 13, 1984, which were amended and corrected on March 26, 1984, and recorded Book 1811, Page 895, and Book 1813, Page 016, in the Register's Office for Knox County, Tennessee, and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions provide for the Amendment of same by a vote of ninety percent (90%) of the property owners, and

WHEREAS, said vote was confirmed by the Board of Directors on the 6th day of May, 2003,

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), the receipt of which is acknowledged, the sufficiency of which is confessed, the original Declaration of Covenants, Conditions and Restrictions, as amended, are amended as follows:

By replacing Article IV, Section 1 and Section 8 thereof to read as follows:

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

"Section 1. Creation of the Lien and Personal Obligation of Assessment.

The Declarant, for each Lot owned within the Properties, 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 agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late fees, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees, 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them."

"Section 8. Effect of Nonpayment of Assessments. Remedies of the Association.

For any assessment, which is not paid in full within thirty (30) days after the due date for such payment, the Owner shall pay, in addition to the assessment, a late fee. The late fee shall be Twenty (\$20.00) Dollars. The Association may bring an action at law against the Owner personally obligated to pay the



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same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his property.”

All other terms and conditions of the Declaration of Covenants, Conditions and Restrictions, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on this the 2nd day June, 2003.

<Signature and Notary Block not converted>