



Wesley Place Homeowners Association

DCCR Amendments

Amendment 1

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>

Amendment 2

**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 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."

DCCR Amendments

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>

Amendment 3

**THIRD AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WESLEY PLACE**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESLEY PLACE is made this 26th day of June, 2024, by the Owners of Lots in WESLEY PLACE.

WITNESSETH:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Wesley Place dated March 13, 1984, was recorded by the Knox County, Tennessee Register of Deeds in Deed Book 1811, Page 884 et seq. and amended by certain Amendments recorded by the Knox County, Tennessee Register of Deeds in Deed Book 1813, Page 016 et seq. and Instrument Number 200307250010172 respectively (collectively referred to as the "Declaration").

WHEREAS, the Owners of Lots in WESLEY PLACE desire to Amend the Declaration as set forth in this THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESLEY PLACE.

WHEREAS, the requisite number of Lot Owners, being not less than seventy-five percent (75%) of the Lot Owners as set forth in Article X, Section 3 of the Declaration, have now approved the amendments to the Declaration hereinafter set forth as evidenced by their signatures below.

NOW THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the undersigned Lot Owners hereby Amend the Declaration as follows:

- 1.) ARTICLE IV, Section 11 is hereby added to the Declaration as follows:

Section 11. Annual Assessments for Trash Collection. The Association, by and through its Board of Directors, shall have the right to negotiate contracts with companies to provide trash and recycling collection services on behalf of all Lot Owners under such conditions and for such considerations as it shall deem proper under the circumstances. The costs associated with such trash collection services shall be charged to all Lot Owners as part of the annual assessments provided for in this Article IV.

- 2.) Except as specifically amended by this Amendment, all other terms, covenants and conditions of the Declaration shall remain in full force and effect.

- 3.) Any capitalized term used herein and not otherwise defined shall have the same meaning as set forth in the Master Deed.