

THIS INSTRUMENT WAS PREPARED BY
John A. Thomas 8914 Wesley Place Dr
NAME ADDRESS

INSTRUMENT NO. **037648**

Amendment and Corrected
Declaration of Covenants, Conditions and Restrictions of
Wesley Place

Whereas, Wesley Place Homeowners Association and individual lot owners are the owners of certain property located in Knox County known as Wesley Place Phases I, II, and III as shown on maps 80-S page 37, 80-S page 56, and 87-S page 23 all of record in the Registers Office for Knox County, Tn, and

whereas, by instrument dated the 13th day of March, 1984, and amended by instrument dated the 26th day of March, 1984, Testerman Construction company, Inc., imposed certain Covenants, Conditions and Restrictions on said property, and

Whereas, by Article X Section 3 the Covenants, Conditions and Restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners,

Now therefore 90% of the lot owners having agreed to amend Article IV Section 3 to read as follows:

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$624.00 per Lot.

(a) From and after the first day of any subsequent assessment year, the maximum annual assessment may be increased each year, without the vote of the Members, if such increase is not in excess of the increase in the consumer price index as established by the Department of Labor and published the July preceeding the increase.

(b) From and after the first day of any subsequent assessment year, the maximum assessment may be increased each year above that established by the consumer price index by the vote of the Members, by a two-thirds vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose as provided in Section 5 herein.

(c) The Board of Directors may fix the annual assessment at an amount not in the excess of the maximum subject to the provisions of Section 6 and 7 herein. The Board of Directors may change the annual assessment year at any time subject to approval by a two-thirds vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose as provided in Section 5 herein.

And to amend Article IV Section 7 to read as follows:

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first

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*10.00
*1.00

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annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent assessments shall be adjusted according to the number of months remaining in any assessment year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates 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 Lot have been paid. A properly executed certificate of the association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

90% of the lot owners having agreed to the above amendments, this instrument is executed on behalf of Wesley Place Homeowners Association by its President and attested by its Secretary.

In witness whereof, Wesley Place Homeowners Association has executed this Amendment on this the 2nd day of June, 1987.

Wesley Place Homeowners Association

By: John C. Thomas
President

Attest: E. Lloyd Bane
Secretary



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STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid State and County aforesaid, personally appeared John A. Thomas, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of WESLEY PLACE HOMEOWNER'S ASSOCIATION, the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Knoxville, Tennessee, this 2nd day of June, 1987.

John A. Thomas
NOTARY PUBLIC

My Commission Expires: 1-27-90



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