

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

**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 therefor, 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."


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REC'D FOR REC 07/25/2003 8:14:25AM
RECORD FEE: \$12.00
M. TAX: \$0.00 T. TAX: \$0.00

"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."

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 of June, 2003.

WESLEY PLACE HOMEOWNER'S
ASSOCIATION

BY: *Anthony DiValentin*

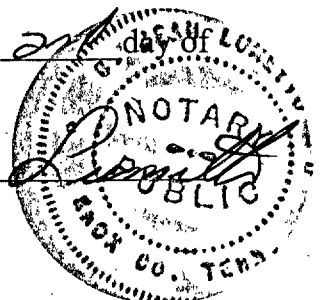
ITS: President

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, B. Sean Lumetto, of the state and county mentioned, personally appeared ANTHONY DiVALENTIN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be President of WESLEY PLACE HOMEOWNER'S ASSOCIATION, the within named bargainor, a corporation, and that such President executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as President.

Witness my hand and seal, at office in Knoxville, Tennessee, this 2nd day of June, 2003.

B. Sean Lumetto
NOTARY PUBLIC



My Commission Expires: 3-10-09



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