



Wesley Place Homeowners Association
Resident Information Handbook



WESLEY PLACE
RESIDENT
INFORMATION
HANDBOOK

PURPOSE

This document provides new residents and owners with important information about living and owning in Wesley Place Planned Unit Development in Knox County, Tennessee.

By: The Wesley Place Homeowners Association (WPHA)



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Welcome to Wesley Place

Introduction

We are glad that you have chosen to live in our neighborhood. This Resident Information Handbook is designed to quickly inform you about the neighborhood, opportunities to serve, our rules, and our Association's Covenants & By-laws. This document is part of a new homeowner's packet that includes a *Wesley Place Resident's List*, a *Wesley Place Resident's Map*, a *WPHA Board of Directors and Committee Roster*, and the document *Accessing the Wesley Place Web Site*.

Wesley Place is a planned unit development (PUD), not a condominium. If you are an owner, then you own your house, including the walls and roof and a small lot on which your home rests. Common grounds are owned and maintained by the Wesley Place Homeowners Association (WPHA), Incorporated. WPHA is a not-for-profit corporation and you are one of its 73 members. WPHA also has certain maintenance responsibilities for your home (unit), including painting and routine exterior maintenance on some items. You should carry your own homeowner's insurance policy for your home. Condo or renter's insurance will not cover potential losses if you are a homeowner.

Governance

WPHA Incorporated is not-for-profit Corporation in the state of Tennessee. This handbook includes the Declaration of Covenants, Conditions, & Restrictions, By-Laws, and Articles of Incorporation of Wesley Place. We highly suggest that all homeowners familiarize themselves with these documents.

Board of Directors

WPHA is administered by six elected members of the Board of Directors (the Board). Usually, all Board members are homeowners. Board members serve three-year terms and two usually rotate off each year. To replace those directors, a Nominating Committee is formed annually that helps identify candidates, but anyone, owner or not, may run for the Board. There are four officer positions: President, Vice-president, Secretary, and Treasurer. Minutes of the meetings are distributed to all homeowners, in electronic form (homeowners may request printed copies if needed). These meetings are held on a regular schedule and the time of the next meeting is in the minutes of the prior meeting.

Finances

WPHA employs a bookkeeper who receives your monthly maintenance fee and prepares monthly financial reports. Each quarter, the latest financial statement is distributed as an attachment to the Board minutes. The Finance Committee, chaired by the Treasurer, prepares a draft budget each year for Board approval.

Pool

Wesley Place residents, their family, and their guests are welcome to use the pool, but please review the rules included herein in order to maintain a pleasant and safe environment for all pool guests. The pool gate has a lock and you should have received a key to that lock when you took possession of your home. If not, please call your WPHA President or Pool Committee Chairperson to receive your key.



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Reserve the Clubhouse

Call the Clubhouse Reservationist (see the Resident's List) to reserve the clubhouse for your private function. Please see the Clubhouse Rules and Regulations to see if your planned event is allowable and if any fees apply. Generally, residents may have two private functions in a year without incurring a fee.

Attend an Event

We invite you to attend a Wesley Place social function. The Social Functions Committee arranges events and functions, including an annual holiday party in December. Look for announcements in your monthly Board Meeting notes, as well as announcements posted at the drive-up mail station.

Wesley Place also has a book club that meets every month. Their meetings are also announced in the Board minutes and at the mail station. They maintain a small library of donated books at the clubhouse for your use as well.

Geography/History

Wesley Place was built in three phases by Testerman Construction Company. Phase I is on the right-hand side of the road when entering from Ebenezer Road. It contains the clubhouse and was built in 1984. Soon after, Phase II was built. It is on the left side of the road, across from Phase I and contains the mail box station. The road past the mail boxes, which we unofficially call "Honeysuckle Lane", and the Westland Drive entrance were not built until the third group of homes (Phase III) were built. Phase I contains 22 homes, Phase II 17, and Phase III 34. See the Unit Schematic included in this document for a visual reference. Units in all phases must pay the same fees and receive the same overall level of services.

Services

Wesley Place pays for lawn care, fire protection, and pest control, and many repairs and/or maintenance to the exterior of your homes due to normal wear and tear.

Association web site

Wesley Place's web site can be found at <http://www.wesleyplace.org>. There is also a private residents and owners only area of the site for non-public information, such as our resident telephone list, Board minutes, etc.



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Current Information Addendum Reference

Additional Documents that New Residents Need

There are a few items that change frequently enough or that include personal information such that we don't include them in the body of this Resident Information Handbook but instead pass them along as an addendum. Be sure that your Welcoming Committee representative provides these documents to you as well. They are:

- ***Wesley Place Residents List***

This is an alphabetical phone directory of Wesley Place residents and non-resident owners.

- ***Wesley Place Residents Map***

This map is just like the unit schematic in this document, but it conveniently has the last names of the residents printed right on the map.

- ***WPHA Board of Directors and Committee Roster***

This page lists the members of the elected Board of Directors and the volunteer members of each committee. Please participate! To run for the Board of Directors monitor the monthly Board communique near the end of the year and contact the Nominating Committee. To join a committee, contact the chairperson(s).

- ***Accessing the WPHA Web Site***

This two-sided page explains how to access both Wesley Place's public and private web sites.

Get Connected for Future Updates

Please share your phone number with your Welcoming Committee representative or to a member of the Board. To receive the monthly Board minutes, attachments, and updates to these documents electronically be sure to provide your email address to our Webmaster.



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Service Providers

To assist new residents in their move to Wesley Place, here is information to about services available.

Service	Provider/Information	Phone
Water	First Utility District of Knox County	968-9741
Electricity	Lenoir City Utilities Board	(844) 687-5282
Natural Gas	Knoxville Utilities Board	524-2911
Fire Protection	<p>Rural/Metro Fire Department. As part of your monthly maintenance fee, Wesley Place subscribes to Rural/Metro fire protection service (but not ambulance service) on behalf of all owners. Included are:</p> <ul style="list-style-type: none"> • Fire response • First responder medical service (excluding ambulance) • Homeowner insurance fire protection credit • Free home fire and safety inspections <p>If your homeowner’s insurance company requires proof of coverage, contact the Wesley Place Bookkeeper to obtain a certificate of coverage. Ambulance service is not included.</p>	560-0239
Trash Collection	Waste Connections Incorporated (WCI) provides trash and recycling pick up. Call them to sign up for service and schedule of pick up days.	WCI:522-8161
Pest Control	Dayton’s Pest Control. Wesley Place contracts for quarterly exterior spraying for pest control, the cost of which is included in the monthly maintenance fees. On request, Dayton’s will spray inside your home for some live insects. See the WPHA Pest Control Policy for details.	588-6686
Cable TV	Both Comcast and AT&T offer wired service to Wesley Place. Homeowners can also opt for satellite service, but dishes must be placed in inconspicuous locations.	Comcast 637-5411 AT&T 800-331-0500
Lawn Service	Volunteer Lawn. Wesley Place contracts for ground services on both the common grounds and your personal yard. Included are mowing, mulching, weeding, leaf removal, and more. Contact the Chair of the Ground Committee with your questions. You may personally contract with Volunteer or other companies for additional services.	Call Grounds Chair



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Web Site

Public Site

Wesley Place's web site address is:

<http://www.wesleyplace.org>

Portions of the site are open to the public.

Private Site

Access to the private, password protected, owners' sections are available to you as a resident or homeowner. Please contact a Welcoming Committee member, Board member, or our Webmaster (listed in the Board and Committee Roster) for access information.

Facebook Group

Wesley Place has a private Facebook page for our neighborhood. The group is available for residents, owner, past residents and owners, and close family of residents and owners. Please contact our Webmaster for access to this site. The group serves as a great place to ask neighbors for recommendations for service suppliers, offer your assistance when others request help with a homeowner's task, get to know your neighbors, and also check out activities that are going on in the neighborhood and our Clubhouse.

The group is not to be used as a complaint system nor will it be an official channel for Association business. Membership is not required and the group is moderated to remove any offensive content.



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HOA Fee

As of September 2019, the monthly HOA fee is \$262 per month (\$3,144 annually) and is due on the first of each month. HOA fees that are unpaid by the 5th day of the month following due date will be assessed a \$20 Late Fee. (For example: Jan HOA fees are due Jan 1. Any fees not paid by Feb 5th will incur that Late Fee.) Late fees will continue to accrue each month until the full balance has been paid.

Payments may be made by check payable to WPHA. Checks may be dropped into the mail slot to the left of the clubhouse door or mailed to:

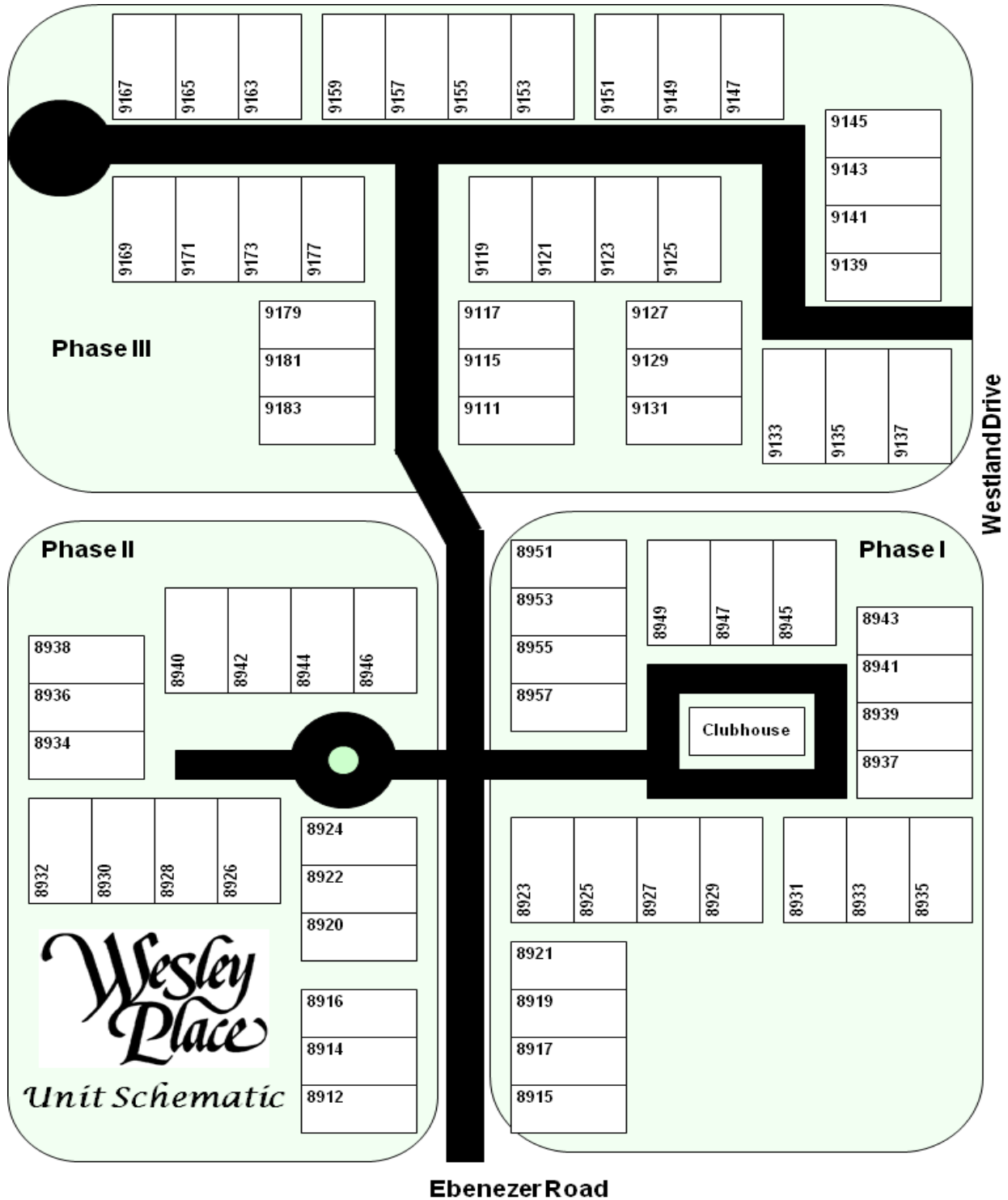
**WPHA
8959 Wesley Place Drive
Knoxville, TN 37922**



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Unit Schematic

Note: A schematic with resident last names is available on the Wesley Place private web site.





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Exterior Maintenance Rules and Regulations

The Testerman Construction Company originally incorporated Wesley Place and a State of Tennessee Charter was issued on April 3, 1984. Wesley Place is a Planned Unit Development (PUD) and is not a “Condo” in the strict sense. This is an important distinction. In a PUD, the homeowner owns property (the ground) in addition to the housing unit. The homeowner has liability on the deeded ground outside the unit as well as within the residence and should, therefore, have in effect at all times adequate homeowners’ insurance protection.

The Wesley Place Homeowners Association (WPHA) has a Board of Directors (The Board) whose members are elected by the owners of the seventy-three homes in Wesley Place. The Articles of Incorporation and By-Laws of the WPHA give The Board its authority to adopt and publish rules and regulations; to interpret the Declaration of Covenants, Conditions, and Restrictions (DCCR); and to coordinate, administer and manage the affairs of the WPHA on behalf of and in the best interests of its members. The WPHA is a non-profit organization. Its directors, officers, and committee members do not receive any compensation.

There are several common areas (i.e. Clubhouse, pool, the grassy area known as “Honeysuckle Lane”, plots of land where several home sites converge, roads, signs and entrances, mailbox facility, etc.) whose repair, maintenance and upkeep are the responsibility of the WPHA and the costs of which are shared equally by all homeowners.

The DCCR, Articles of Incorporation and By-Laws and any changes thereto are duly recorded and can only be changed/amended by vote of the homeowners. These documents provide both specific as well as a general requirements and policies. However, the day-to-day events in and operation of Wesley Place do not always fall neatly into those recorded requirements and policies. Therefore, The Board, pursuant to its authority outlined above, has, over time been required to interpret those documents and to adopt rules, regulations and policies which must take into account the best interests of Wesley Place as well as precedents, prior operations, and past and future costs to the WPHA.

Wisely using limited resources is the guiding principle in The Board’s focus to keep Wesley Place in the highest possible state of appearance, maintenance and repair. Consistent with that principle, your monthly maintenance fee provides for the following:

- Maintaining the exterior of units and garages, except glass surfaces, by painting, roofing, guttering and repairing exterior areas damaged through normal wear and tear.
- Maintaining existing lawns, including fertilizing, mulching, weeding mulched areas, removing leaves from grounds and gutters, and trimming shrubs.
- Maintaining Wesley Place entrances and signs in a suitable fashion.
- Planting and maintaining common areas.
- Providing and maintaining complete pool facilities.
- Providing and maintaining complete clubhouse facilities.
- Providing and maintaining roads, and walkways.
- Providing and maintaining street lights and mail facilities.



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- Paying utilities for common areas and facilities (e.g. streetlights, clubhouse, pool, etc.)
- Contracting for fire protection services for individual units and common areas.
- Quarterly inspection for pests and exterior pest control spraying. Termite protection, insurance and guarantees as well as repairs of damage from termite infestation are individual homeowner responsibility.
- Controlling and/or repairing above ground drainage problems.
- Maintaining comprehensive insurance coverage of common areas including the clubhouse, pool and Wesley Place Drive.
- Annual review of financial records. Required legal services/representation.
- Bookkeeping services.

Over time, The Board has reviewed the DCCR and By-Laws and pursuant to its authority has provided the following clarifications, interpretations, and policies to facilitate a clear understanding of the more salient provisions set forth In the DCCR and By-Laws:

- No change, alteration or structure above or below ground on the exterior of the units can be done by the homeowner without the written permission of The Board or the Architectural Control Committee appointed by The Board. The request and approval thereof must be in writing before any change or alteration is begun.
- The WPHA will determine whether and when the established exterior of the units and garages require painting, roofing, guttering and repairing. Repair/maintenance of glass surfaces is the homeowner's responsibility.
- Maintenance of patio areas and any approved repair of patios, decks or fences, except on common areas, is the responsibility of the homeowner. To ensure a consistent and compatible exterior paint scheme, The WPHA will provide for the painting or staining of all exterior surfaces, (including decks and fences, after the initial painting is done by the homeowner in an approved color).
- Homeowners are responsible for watering their lawns, trees and shrubs and are asked to water any common areas adjacent to their property.
- Homeowners are responsible for maintenance or repair to any installed sprinkler system or any damage caused to their property or the property in the common area or that of other homeowners by any improper operation of their sprinkler system.
- Homeowners are responsible for any ground problem that existed at the time of purchase of deeded property by the homeowner. The WPHA will be responsible for above ground natural drainage problems, but the homeowner will be responsible for any other ground problem including, but not limited to, electric, water, sewer, TV cable, and/or gas lines on their property.
- Homeowners are responsible for all maintenance and repairs to the interior of their units as well as repair or replacement of all glass surfaces, and garage doors and their openers and controls. The WPHA will provide for painting of new garage doors to ensure a consistent and compatible exterior paint scheme.

The above rules and regulations were originally adopted on December 12, 1988. Subsequent Boards have revised them on June 6, 1998, July 6, 1992, May and July 2003, and an omission from the original documents was reinstated in January 2005.

Updated December 2006



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Exterior Maintenance Request Form

Below is a replica of the Maintenance Request Form. Please use the form from the mail station or print one from our web site.

		Wesley Place Homeowners Association	
		Request for Repairs or Maintenance	
<p>The Wesley Place Homeowners Association (WPHA) is responsible for the repair and maintenance of specific areas on the exterior of a homeowner's residence. Those specific areas are contained in the Association's Declaration of Covenants, Conditions, and Restrictions (DCCR), its By-laws, and the Exterior Maintenance Rules and Regulations contained in its "Resident Information" booklet. Over time, the Board of Directors has reviewed the DCCR and By-Laws and pursuant to its authority has provided clarification, interpretation, and policies as to what constitutes Association or homeowner responsibility for exterior repair and maintenance.</p>			
<p>See reverse side of this form for a generalized list of responsibility for various repairs, replacement and maintenance.</p>			
Name:		Date:	
Address:		Phone:	
Email:			
<p>Description of Problem(s). Please be specific and list each item separately.</p> 			
<p>EMERGENCIES ARE CONDITIONS OF IMMINENT THREAT TO LIFE OR PROPERTY. CALL THE MAINTENANCE COMMITTEE CHAIRPERSON IF YOU HAVE A MAINTENANCE EMERGENCY</p>			
Owner(s) Signature(s):			
<p>//////////////////////////////////// For Maintenance Committee Use Only //////////////////////////////////////</p>			
Date Received:	Cat 1: Further damage is probable if not repaired ASAP. Cat 2: Further damage is possible, but not imminent. Cat 3: No imminent threat of further damage, repair as time and funds permit.		W. O. #:
Cat 1-Damaging Property	Cat 2-Repair as soon as possible	Cat 3-Routine maintenance	
COMMENTS:			
Work Assigned to:		Date:	Estimated Completion Date:
Estimated Cost Material:	Estimated Cost Labor:	Estimated Total Job Cost:	Actual Job Cost:
Date Homeowner Notified of Estimated Completion Date:			
Maintenance Committee Chairperson Name & Signature:			Date:



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Clubhouse Rules and Regulations

The expressed purpose of the Wesley Place clubhouse is for the social and recreational use of all Wesley Place residents in good standing. The following specific rules for its use apply:

- The clubhouse is not to be used for regularly scheduled outside organizations or meetings; gatherings for the purpose of soliciting sales of products, services, concepts, etc.; or other forms commercial activities for profit.
- Residents reserving the clubhouse for private use must be present during such use, and are responsible for the repair or replacement of anything damaged.
- Setup for functions must be made the same day as the activity is scheduled.
- Furniture or equipment is not to be removed from the clubhouse.
- Furniture may be moved within the clubhouse, but care must be taken to NOT DRAG anything across the carpet so as to prevent snagging or other damage to the carpet.
- The fireplace is not to be used.
- The clubhouse is to be returned to its original state both with respect to furniture placement and cleanliness by 12:00 noon the following day.
- Entrance to the pool and use of the pool shall remain accessible for all residents. The French doors are to be kept locked at all times except when there is a scheduled activity in the clubhouse. However, swimmers with wet bathing suits are NOT to use the French doors nor walk on the carpeted area.
- Any party for people under 21 years of age must have adult supervision at all times. The clubhouse restrooms are available to residents and guests from 9:00 a.m. to 7:00 p.m. when the pool is open.

Wesley Place committees or clubs wishing to meet at the clubhouse must check with the clubhouse reservation person to assure availability.

Updated April 2015



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Clubhouse Reservation and Charges

1. There shall be no charge to use the clubhouse for any function or activity sponsored by the Board of Directors, a Board sanctioned committee or group (e.g. Book Club), the Social Committee, or by a Wesley Place resident at which all guests are also Wesley Place homeowners or leaseholders. There is also no charge if there is a non-resident guest speaker who is present as part of the function or activity.
2. Homeowners or leaseholders may have, at no charge, up to two (2) functions or activities within a twelve-month period at which non-Wesley Place residents are guests. A \$25.00 clubhouse usage fee will be charged for any function or activity, beyond the gratis two in twelve months, at which non-Wesley Place residents are present.
3. Homeowners will complete the Clubhouse Reservation and Use Agreement prior to their reservation acceptance.
4. Refer to either the current WPHA Residents List or to the WPHA Board of Directors and Committee Roster to find the current clubhouse reservation managers.
5. A copy of the Reservation and Use Agreement follows.

Updated July, 2019



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Clubhouse After Use Care and Cleaning

You will find cleaning supplies under the kitchen sink. The vacuum, broom and mop are in hall closet.

1. Return furniture to original place and position. Do not drag on carpet.
2. Clean glass table tops with Windex.
3. Brush off and dust chairs and furniture.
4. Vacuum carpet. Sweep all other floor surfaces.
5. Wash and dry kitchen items (e.g. dishes, glasses, pans, etc.) and return to cabinets. Do not leave items in the dishwasher. If necessary, return to the clubhouse to empty the dishwasher after items have been washed and are dry.
6. Remove all food, drinks and ice that you brought for your activity.
7. Clean and wipe down sink, countertops, stove and refrigerator. Unplug and clean the coffee maker if used. Unplug and clean the microwave oven if used.
8. Sweep kitchen floor. Mop and clean any spots or stains.
9. Clean restroom sinks, toilets and floors.
10. Close and lock French doors leading to pool area. Close window blinds.
11. When leaving the clubhouse—
 - a. Remove all trash from the clubhouse. Replace plastic bag in each can. Take trash with you. Do not leave trash in or around the clubhouse or pool area.
 - b. Check that oven and stove burners are off.
 - c. Turn off all lights and ceiling fans.
 - d. Set thermostat at 80° in summer and 50° in winter, upon leaving.
 - e. Close and lock front door using posted instructions.
12. The clubhouse must be cleaned and ready for the next use by 12:00 noon the following day. Call the person designated on your use agreement to arrange a joint inspection of the clubhouse. If there is no damaged or missing property and if the facility has been properly cleaned, your \$35.00 security/cleaning deposit will be returned at that time.
13. Considerate use of the clubhouse and equipment will let your neighbors enjoy the same amenities as during your use of the clubhouse, and will help to delay the expense and trouble of replacement. Thank you.


Updated April 2015



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Clubhouse or Pool Reservation and Use Agreement

Below is a replica of the Clubhouse or Pool Reservation and Use Agreement. Please print this form from the web site or get one from the Clubhouse Reservationist.



Wesley Place Homeowners Association Clubhouse or Pool Reservation and Use Agreement

To reserve the clubhouse or pool for an event, please complete this form and provide it to the Clubhouse Reservationist.

() Clubhouse Reservation () Pool Party Reservation

1. Resident Making Reservation: _____
2. Today's Date: ____/____/____
3. Resident's Address: _____ Wesley Place
4. Home Phone: ____-____-____ Cell Phone: (____) ____-____
5. Reservation Date: ____/____/____
6. Approx. # of Guests: _____ *(Knox County Fire Code Max is 43 for Clubhouse)*
7. In Making this reservation, I have read, understand, and agree to all Published Clubhouse Rules and Pool Rules, as well as the following:

Declaration	Initials
The Clubhouse is for private use of Wesley Place Residents and their guests. At least one resident must be present in the Clubhouse at all times.	
I/We will not use the Clubhouse for the purpose of soliciting Sales or products/Services/Concepts, Etc., or any other forms of personal or Commercial Gain or Profit.	
I/We Assume full responsibility for any and all damage to or loss of Association property and agree to pay for such damage or loss within 10 days of demand.	
I/We Understand the Clubhouse fireplace is not to be used.	
The pool and restrooms shall remain accessible to all residents and their guests when the pool is open.	
Any party, with persons under 21 years of age are present, shall have adult supervision at all times.	

Signature of Resident Making Reservation: _____

Signature of Reservations Manager: _____

Cleaning/Property Inspection will be made on Date: ____/____/____

Updated July 2019



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Swimming Pool Rules and Regulations

Restrictions on Usage

The pool and the pool area are for the exclusive use of resident homeowners (leaseholders) in good standing. When guests (family or friends) are invited, the homeowner must be present at all times. There are no exceptions to this rule.

- Access to the pool area is through the key-locked gate. One key will be issued free of charge to each household. If the issued key is lost or damaged, a replacement will be issued for a \$5.00 fee.
- Contact the Pool Manager to obtain a key. Allow 48 hours from request to receipt of a new key.
- Guests (family or friends) may not invite other guests to the pool.
- Persons under 15 years of age must have adult supervision.
- Infants must wear swim diapers in the water.
- Pets are prohibited in the pool area.
- Smoking is prohibited in the pool area.

Pool Parties

- There is a **limit of six (6)** guests per homeowner/leaseholder at any one time unless the pool is booked for a "pool party." Book pool parties with the clubhouse reservations person.
- Pool must be booked for a party when **seven or more persons are present** (Maximum of 15 persons, unless larger group is approved by Reservations Manager) including homeowner.
- Parties may not exclude other swimmers.
- Homeowners are allowed two pool parties per swimming season.
- A party is not permitted on weekends (Friday 6 PM through Sunday 4 PM) or holidays.
- No grills are allowed at the pool.
- Homeowner is responsible for cleaning the bathrooms after they have had a party.
- Only one pool party can take place on any given day.

Pool Safety

- There is no lifeguard on duty. Swim at your own risk. Use extreme caution if swimming alone.
- No diving in shallow water (less than 7 feet).
- Glass containers or sharp objects are prohibited in the pool area. No exceptions.
- Stay out of the water during electric storms.
- Pool rope must be up when children are present in the pool area.
- Running, horseplay or dangerous activities (such as skateboarding) are not permitted in pool area.



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Pool Etiquette

- Keep the pool area clean. Place trash and recycling in appropriate containers when you leave.
- Remove rafts and other floating items from pool before leaving. Roll umbrellas down before leaving.
- Restrooms are available through the front door of the clubhouse. Children must be supervised.
- Radios and televisions are prohibited.
- Wet swimsuits are prohibited in the clubhouse lounge area.
- French doors in clubhouse must remain locked at all times. Swimmers must use the front door to enter the clubhouse.
- Quiet hours are from 9:00 PM to 9:00 AM.
- Please report any violations/dangerous activities/damage to a Board member or Pool chairperson.

Updated July, 2019



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Parking Rules

Please observe the following rules when parking in Wesley Place.

- No routine parking on the street.
- As a general rule, keep garage doors closed when garage not in use. Doors may be raised 6" to allow air flow.
- Encourage guests to pull into homeowner space when available instead of parking on the street.
- Keep access area to neighbor's garage open at all times.
- Recreational vehicles (e.g. RV's, campers, boats, etc.) must be parked in the garage or housed at an off-site storage facility.
- Vehicles that are not mechanically operable or not currently licensed for use must be parked in the garage.
- Commercial vehicles (i.e. trucks, vans or pickups with commercial license plates) must be parked in a garage and not visible from the street. Likewise, vehicles, regardless of type, with affixed signs, lettering, or other advertisements for commercial enterprises, must be parked in the garage and not be visible from the street.

Updated July 2019



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Pest Control Policy

The Association's role in pest control is to provide quarterly treatment of each residence. The control is accomplished by the spraying of the exterior perimeter of all homes to control the normal intrusion of insects. The Association's agreement with the pest control contractor is that any resident can request the spraying of the interior of their home if live insects (e.g. ants, silver fish, etc.) are present.

The service provided by the Association DOES NOT include treatment for insect infestations such as termites, bees, hornets, etc. The expense for that treatment is the homeowner's responsibility.

Regardless of the cause, any damage to the exterior of a home should be reported to the Maintenance Committee Chairperson as soon as possible.



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Schedule of Fines

The schedule of fines was developed with advice and counsel of the Association's attorney, was presented to the Homeowners at the February 2014 Annual Meeting, and was adopted by the Board of Directors as a formal resolution on February 11, 2014. The contents of the resolution are as follows:

WHEREAS property owners, tenants, guests, or other persons occupying or visiting Wesley Place units or using the common facilities are subject to the rules and regulations set forth in the Declaration of Covenants, Conditions and Restrictions (DCCR) dated March 13, 1984, which were amended and corrected on March 26, 1984, and recorded in Book 1811, Page 895, and Book 1813, Page 016, in the Register's Office for Knox County, Tennessee, the Articles of Incorporation, the By-Laws of the Wesley Place Homeowners Association, Incorporated, and published rules and regulations thereof, and

WHEREAS Article IV(b) of the Articles of Incorporation give the Association the power to fix, levy and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and By-Laws, and

WHEREAS Article VII, Section 1, paragraph (c) of the By-Laws gives the Board all powers, duties, and authority vested in or delegated to the Association and not reserved for the membership by other provisions of the By-Laws, the Articles of Incorporation, or the DCCR, and

WHEREAS It is the intent of the Board:

1. To achieve compliance with rules, policies, and procedures.
2. To promote unity and harmony within Wesley Place.
3. To maintain the appearance and value of our property.
4. To maintain cohesive community relationships in a manner that is fair and equitable for all residents and property owners.

NOW, THEREFORE, BE IT RESOLVED that the following procedures be used to address suspected violations of the rules and regulations set forth in the Declaration, the By-Laws of the Association and published rules and regulations:

A. VIOLATIONS, COMPLAINTS, and NOTIFICATION:

1. (a) A suspected rules violation, nuisance complaint, or safety issue may be identified by an appropriate committee chairperson, or any member of the Association and may be brought to the Board's attention.

(b) All alleged complaints must be submitted to the Board in writing.
2. Upon receipt of a written complaint the Board will make an initial determination of whether a violation exists.
3. (a) If it is determined that a violation does exist, the property owner will be notified in writing. The written notification to the owner will be sent by First Class Mail.

(b) If the property is a rental unit the renter will also receive a copy of the notification. The written notification to the renter may be hand-delivered to the residence, sent by First Class Mail, or by electronic mail (if applicable).



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(c) The notification will state the rule that has been violated, a description of the violation, and the date by which the violation must be corrected to avoid any penalty.

(d) A reasonable time shall be set by the Board for compliance or correction of the violation. Violations which require significant time to correct may be given interim progress dates.

(e) The notification will inform the property owner of the right to request a hearing.

4. (a) Situations which present a threat to life or limb will be corrected as soon as possible by the homeowner, tenant, or if not available, the Association. The notification and hearing provisions in Paragraph 3 above apply as applicable.

(b) Owners, Tenants, or Guests who are violating Parking, Pool, Clubhouse or other common area property rules shall receive an on-the-spot warning from the appropriate committee chairperson or a member of the Board. Second and subsequent violations of the same or substantially similar rule will be cited and the fine imposed. The notification and hearing provisions in Paragraph 3 above apply as applicable.

B. HOMEOWNER'S RIGHT TO HEARING:

1. (a) The request for a hearing must be submitted within fifteen (15) days of the date of postmark of the notification or the right to a hearing will be waived and the fine will be automatically assessed.

(b) The request for a hearing must be directed to the Board President whose name, address, and phone number and e-mail address (if applicable) shall be listed on the Notice of Violation.

(c) The purpose of the hearing is to provide the property owner the opportunity to establish the rule has not been violated or why the rule or procedure does not apply.

(d) After hearing the property owner's position, the Board, or a committee appointed by the Board, shall make a determination whether the Declaration, the By-Laws, or the Association's rules have been violated. The Board shall either render its decision at the conclusion of the hearing or will take the matter under advisement and render the decision at a later Board meeting.

(e) If, after the hearing, the Board determines that no violation exists, the homeowner shall be notified that no further action will be required.

(f) If, after the hearing, the Board determines that a rule violation does exist, the property owner will have fifteen (15) calendar days, or a date(s) established by the Board to correct the violation. After the period established by the Board, the appropriate committee chairperson or Board member shall inspect the property to ensure satisfactory compliance.

(g) If a fine is to be imposed, the amount of the fine will be included in the Board's written response and will be sent to the owner (and the renter, if applicable) at their last known address.

(h) The Board will hold no hearing on a subsequent or continued violation of



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the same rule or for the same or substantially the same conduct. Section C- Penalties describes how fines will be assessed. Fines will be due immediately.

C. PENALTIES:

If a violation still exists after the initial fifteen (15) day period and if the property owner has not requested a hearing, the following penalties will be automatically assessed:

First notice of violation:	\$ 50.00	Levied on day sixteen (16)
Second notice of violation:	\$100.00	Levied thirty (30) days from date fine was first imposed
Third notice of violation:	\$150.00	Levied per month until the violation is corrected

D. FINE SCHEDULE CYCLE:

The fine schedule shall be based on the calendar year and will run concurrently with the due date schedule for monthly fees. Violations which have not been resolved within the calendar year in which imposed will continue to accrue fines until the violation has been corrected.

E. ASSESSED FINES and LEGAL ISSUES:

1. The above fines are in addition to any legal fees or other expenses that may be incurred by the Association in seeking compliance with violations or for replacement or repair of common areas or facilities damaged by property owners, tenants or guests.
2. Unpaid fines shall be subject to collections as assessments in accordance with the rules and policies adopted by the Board of Directors, the DCCR, and the By-Laws.
3. Unpaid fines shall be added to the owner's monthly fee account and if that account becomes delinquent because monthly fees and/or the fine are not paid when due, the same penalty of the twenty (\$20) dollars per month imposed on delinquent accounts shall apply.
4. Failure to pay fines within ninety (90) days may result in a lien placed against the property.
5. Violation notices will state whether the violation is the first, second, or third notice and the amount of the fine associated with each level of notice.

NOW, THEREFORE BE IT RESOLVED notwithstanding any other provisions in this resolution, the Board may take immediate legal action as it deems reasonably necessary to prohibit conduct which it determines is in violation of the Declaration of Covenants, Conditions and Restrictions, By-Laws, Association Rules and Regulations (if applicable), or applicable state or federal law.

AND BE IT FURTHER RESOLVED that this resolution was presented to Homeowners at the February 11, 2014 Annual Meeting, and a copy of this resolution shall be sent to all property owners (and tenants) at their last known address.

Adopted by the Board of Directors this 11th day of February, 2014



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ACC Request for Approval Form

Below is a replica of the ACC Request for Approval form. Please use the form from the mail station or print one from our web site.

Wesley Place Homeowners Association Request for Architectural Control Committee (ACC) Approval		
<p><small>ACC approval is required BEFORE any work is begun on improvements, changes or additions to grounds or structures. If ACC approval is not granted BEFORE work is begun, the WPHA may demand homeowner(s) remove the unauthorized improvements, changes or additions and return the property to its condition before work was begun.</small></p> <p><small>Please attach detailed specifications, drawing(s) showing the location of the planned addition or improvement, and materials to be used. If requesting an add-on to the existing structure, a statement of agreement signed by all neighbors whose view will include the addition must also be attached to this request.</small></p>		
Name:	Date:	
Address:	Phone:	
EMail:		
Request ACC Approval to:		
<p>By signing this request, owners understand they are responsible for complying with all Knox County requirements, ordinances, and restrictions and for obtaining the appropriate permits and approval. Owners also understand they must comply with the WPHA's Covenants, Conditions and Restrictions; By-laws; and the applicable supplemental requirements on the reverse side of this page. Trash containers are to be used on site. Owners will ensure outside areas are clear of trash or debris every day during construction. No signs are allowed. No contractor vehicle access/egress on common areas without prior approval from the WPHA.</p>		
Owner(s) Signature(s):		
//////////////////////////////////// For Architectural Control Committee Use Only ////////////////////////////////////		
APPROVED	APPROVED WITH CONDITIONS	Control #
COMMENTS:		DENIED
<p>IMPORTANT NOTICE: No action or failure to act by the ACC or by the Board of Directors regarding the improvements/additions within Wesley Place shall constitute a waiver or estoppel with respect to future action by the ACC or the Board of Directors. Specifically, the approval of any such improvement/addition shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar residential improvement/addition or any similar proposals, plans, specifications, or other material submitted with respect to any other residential improvement/addition by such person or otherwise.</p>		
ACC Chairperson Name & Signature:		Date:



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ACC Policy: Landscaping and Lawn Guidelines

The Board understands the desire to add some personal touches to one's property, but the Board is also tasked with ensuring that the Wesley Place neighborhood maintain its consistent, attractive qualities. Therefore, the following are the expectations for landscaping and lawn art in front or side yards when visible from the street.

Front Yards and Beds

Landscape beds should cover the front foundation of the residence and be large enough to accommodate a row of evergreen shrubs 3-5 gallon size (planted in ground) and an ornamental tree/shrub ten to fifteen gallon size. Foundation shrubbery must be maintained in the manner as the home was first designed and landscaped. If the original landscaping is removed, replacement beds must follow the above specifications.

Empty planters/flower pots should be stored out of view. All hoses should be neutral color and stored neatly out of sight from the street or in a hose reel or similar container of neutral color.

The addition and/or removal of all trees must be approved by the ACC.

Any change in the footprint of landscape beds must have approval of the ACC.

Edging

All edging borders around curbs, sidewalks, driveways and approved planting beds shall be installed and maintained in a professional manner and shall be consistent with the character of the neighborhood. Green or brown metal edging may be used provided that it is installed to below the height of the top of the grass but not more than three (3) inches above ground. Decorative landscape stone, landscape brick (no holes, as it allows grass to grow through) or landscape concrete products may be used if they are consistent with the house exterior color scheme, in which case pre-approval is not required if it is no more than six (6) inches above the ground. Any edging which is higher than six (6) inches above the ground, or which does not conform to this standard, must be submitted for approval prior to installation.

Mulch

Hardwood shredded mulch will be applied by the HOA contractor to all landscape beds in the front yards, side and backyards visible from the street. Consistency throughout the neighborhood is the desired outcome. No straw, stones, or synthetic material will be used in beds. Homeowners are responsible for mulching areas not visible from the street.

Lawn Art

Lawn art may be defined as anything in a yard including but not limited to birdbaths, fountains, sculptures, iron pieces, birdfeeders, flower pots, benches, statuary and outdoor art. Items visible from the street are normally limited to no more than four (4) pieces. Lawn art is only allowed in beds. Outdoor furniture should blend in with the landscaping and should be limited to patio and deck areas. No furniture should be placed on lawns that are mowed. The items displayed should be in harmony with



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other homes in the neighborhood. All other yard fixtures or furnishings beyond the descriptions above must be approved by the ACC. No artificial vegetation of any kind is permitted.

Vegetable Gardens

Vegetable gardens whose purpose is to grow edible items are prohibited in any area of the resident's yard that is visible from the street.

Flags

No more than two flags (e.g., American, sports team, military service, etc.) of reasonable (e.g., 3 x 5') size may be displayed at the front or side of the house. Flagpoles attached to the ground are forbidden. One small, low wattage spotlight is permitted to illuminate an American flag from sunset to sunrise.

All flags shall be maintained in good repair and flown observing proper flag etiquette.

Lighting

Small solar lights (maximum of 18") are permitted as long as the color does not distract from the landscaping or the home. The use of colored bulbs is prohibited. The style must be traditional and consistent with the architectural design of the community. Solar lights must be maintained to ensure they remain vertically upright and in working order.

Holiday lights are allowed between November 15 and January 15.

Adopted by the Board May 2107



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ACC Policy: Exterior Lighting Fixtures Replacement

The appearance of Wesley Place is one of its principal attributes and as such is important to all of its residents. Standards of appearance, maintenance and care contribute significantly to keeping Wesley Place a sought-after neighborhood.

The exterior lighting in Wesley Place, both street lights and home lighting, enhances safety and security as well as adds to the aesthetics of our neighborhood. The cost to the Association of replacing all exterior light fixtures at the same time throughout Wesley Place would be prohibitively costly. Additionally, some fixtures that would be replaced may not need to be replaced. Therefore, the practice in the past has been that exterior home light fixture replacement is done when required and at the homeowner's discretion and expense.

Consistent with that philosophy and to maximize uniformity of appearance throughout Wesley Place, following are the specifications and standards for replacement exterior light fixtures:

- All exterior light fixtures will have a brass, black, brown, or bronze finish. White or any other color finishes are not permitted.
- Garage light fixture dimensions:
 - Maximum Height —13 inches
 - Minimum Height —10 inches
 - Maximum Width — 8 inches
 - Minimum Width — 5 inches
 - With 1-inch maximum standoff from wall to fixture
- Porch light fixture dimensions:
 - Maximum Height —22 inches
 - Minimum Height —10 inches
 - With 4-inch maximum standoff from wall to fixture

Garage and porch light fixtures must match and be replaced at the same time.

Replacement of hanging light fixtures shall be handled by The Board with the recommendation of the Architectural Control Committee (ACC) on a case-by-case basis.

All replacement light fixtures must be approved in writing the ACC before replacement is done. A picture of the proposed replacement light fixture must accompany the request for ACC approval.

Adopted by the Board June 2008



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Committee Responsibilities and Duties

Architectural Control

- Review and approve all changes to exterior of properties including landscaping and structural changes.
- Ensure all requests for changes are submitted in writing. Action taken by the Committee must be duly recorded in the Association's files.
- Ensure any changes to the exterior of a property remain in harmony with the rest of the neighborhood.
- Consult with the Grounds Chairperson before approving planting of any new trees, shrubs and bushes to ensure that their planting does not conflict with ongoing plans of the committee.
- Removal of any trees must be approved by the ACC Chair and Grounds Chair.
- Recommend changes to current policies to The Board for consideration.
- Submit monthly reports of projects to The Board for approval.

Social Functions

- Sponsor and organize social events for the WPHA.
- Handle reservations and ensure clubhouse rule and regulations are followed.
- Coordinate opening and closing clubhouse with the Pool Committee for swimmers' restricted use of restroom facilities only.
- Conduct semi-annual inventory of china, crystal and other items belonging to the WPHA.
- Submit monthly report of activities and functions to the Board.

Finance

- Plan and prepare the annual budget to be submitted to The Board no later than the regularly scheduled July meeting each year. This budget shall be derived by:
 - Projecting revenue and expenses for the coming fiscal year,
 - Projecting relevant out-year expenses and the WPHA's ability to meet those expenses at current revenue levels
- If a shortfall in cash flow is foreseen, make recommendations to the Board to reduce expenses and/or increase available funds (i.e., fee increase, assessment, or planned borrowing).
- Provide the Board special financial analysis, explanation of financial conditions to association members.
- Ensure that the Association's monthly financial report is prepared.

Grounds

- Ensure all grounds, including roads and common areas, entrances (except lighting) are maintained and present a favorable impression.
- Supervise, control and schedule the grounds maintenance contractor and ensure he/she performs as provided for in the contract.
- Solicit and obtain bids for grounds and tree/shrubs maintenance.
- Coordinate and supervise ground drainage problem repairs On common property



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- Recommend changes of current policies and procedures to The Board for consideration.
- Provide input to the Architectural Control Chair concerning homeowner requests to plant new trees, shrubs or bushes.
- Submit monthly report to The Board.

Maintenance

- Coordinate and supervise necessary repairs to exterior areas (except glass) including roof and skylight leaks (inside water damage is homeowner's responsibility), gutters and downspouts, damaged streetlights, entrances, signs and their posts, etc.
- Coordinate termite control of clubhouse and pool pump house.
- Secure bids for painting and necessary pre-painting repairs from at least three qualified sources-obtain Board approval of contract.
- Inform homeowners that they are responsible for fences, garage and entrance doors and all glass surfaces. The Association will have these repairs painted or stained at no cost to the homeowner.
- Maintain a log of job order requests, their status and completion dates and costs.
- Arrange for gutter cleaning for all homes once annually.
- Supervise Lamplighter committee to ensure bulbs are replaced when needed (includes Street lampposts as well as at both entrances to Wesley Place), and maintain an inventory of replacement bulbs and lamppost caps for these purposes.
- Coordinate and supervise necessary repairs to exterior, HVAC, electrical, and plumbing issues at Clubhouse as needed and change air filters (quarterly).
- Recommend changes of current policies and procedures to The Board for consideration.
- Provide monthly report of activity at each board meeting.

Pool

- Determine and announce pool opening and closing dates.
- Supervise pool management and operations. Ensure health department certification is current and in order during the pool season.
- Control and issue pool gate keys.
- Coordinate and supervise regular pool cleaning and maintenance.
- Ensure pool area telephone is in service whenever pool is open for use.
- Coordinate use of restrooms with Clubhouse Committee.
- Recommend changes of current policies, safety rules, and procedures to The Board for consideration.
- During pool season provide monthly report of activity to The Board.



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Roads

- Regularly monitor roads in Wesley Place and advise Board of maintenance needs.
- Develop needs assessment and secure bids for any work requested by Board.
- Supervise and roadwork performed and inform residents of scope of work
- Notify any providers who regularly use our roads when roadwork is ongoing.
- Approve roadwork on completion, review billing statements and submit for payment.
- Develop and maintain long-term plan for roads /improvements.

Welcoming

- Make an in-person visit to deliver new residents a welcoming letter signed by the President, current Resident list and Resident Map, Board and Committee Roster, and information on how to access all Resident documents online (deliver printed Resident Information Package if requested).
- Advise Webmaster when your book supply is low so that additional copies of the most current version of the package can be made. The Association Secretary will ensure the book is updated before a new batch is printed.

Westland West Community Association Liaison

- As appropriate, represent the WPHA at meetings or other planned functions concerning issues that do or could affect Wesley Place.
- Provide the Board updates on issues or plans which could affect Wesley Place and/or which might require the WPHA's direct involvement.

Updated July, 2019



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Attachment A. Declaration of Covenants, Conditions, & Restrictions

Notice

This document, 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.



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Westland at Ebenezer
Knoxville, TN 37919

Declaration of Covenants, Conditions, & Restrictions

Article I	Definitions
Article II	Property Rights
Article III	Membership and Voting Rights
Article IV	Covenant for Maintenance Assessments
Article V	Architectural Control
Article VI	Party Walls
Article VII	Exterior Maintenance
Article VIII	Restrictions on Usage
Article IX	Easements
Article X	General Provisions
Exhibit A	Property Description
Exhibit B	Property Description
Exhibit C	Property Description

Amendment & Corrections to the Declaration of Covenants, Conditions, & Restrictions

Article X	General Provisions
Exhibit A	Property Description

Wesley Place Homeowner’s Association, Inc.

Certificate of Incorporation	
Articles of Incorporation	
Exhibit A	Property Description
Bylaws	



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WESLEY PLACE

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by TESTERMAN CONSTRUCTION COMPANY, INC. hereinafter referred to as “Declarant.”

WITNESSETH:

Whereas, Declarant is the owner of certain property in County of Knox, State of Tennessee, which is more particularly described as:

SITUATED in the Sixth (6th) Civil District of Knox County, Tennessee and without the corporate limits of the City of Knoxville, Tennessee, and being more particularly bounded and described in Exhibit “A” attached hereto.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. “Association” shall mean and refer to Wesley Place Homeowner’s Association, Incorporated, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is as follows:

SEE EXHIBIT “B” ATTACHED HERETO AND MADE A PART HEREOF BY SPECIFIC REFERENCE.



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Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and any dedicated street.

Section 6. "Declarant" shall mean and refer to Testerman Construction Company, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development. Declarant and developer are synonymous for the purposes of this declaration.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area:
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations:
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded. However, no consent shall be required for dedication of utility and service easements so long as there is the existence of Class B membership in accordance with Article III, Section 2, herein.
- (d) the right of the Association to imposed regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the common area.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.



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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event the Declarant, its successors and assigns, has a lot leased or rented, the Declarant shall be entitled to one vote for each such Lot or Dwelling Unit and one vote for each Lot retained by it upon the termination of Class B membership.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. 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 the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or,
- (b) March 1, 1986.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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. **[Notice: this section has been revised by amendment.]**

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of homes situated upon the properties, including, but not limited to costs of repairs, maintenance, replacements, additions, management, taxes



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assessed against the common areas and insurance maintained in accordance with the By-Laws and employment of attorneys to represent the Association when necessary or when the need arises.

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 January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year, without a 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 preceding the increase.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, 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.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected monthly.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at the uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. 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 annual assessment shall be adjusted according to the number of months remaining in the calendar 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



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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.

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 Lot. **[Notice: this section has been revised by amendment.]**

Section 9. Subordination of the Lien to Mortgages. 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 the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All property dedicated to, and accepted by a local public authority and all properties owned by charitable and nonprofit organizations exempt from taxation by the laws of the State of Tennessee shall be exempt from assessments herein. However, in any event, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Provided, that nothing herein contained shall be construed to permit interference with development of the properties by Declarant so long as said development follows the general plan of development previously approved by the FHA.



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ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence, or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the element shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII



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RESTRICTIONS ON USAGE

Section 1. Land use and building types. No lot shall be used except for residential purposes. In the event that in future annexation or development, certain plots of land are designated as “commercial areas” on recorded plats, then such plots may be used for any commercial purposes permitted by applicable municipal and zoning ordinances.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.

Section 3. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, and provided further that the Association may regulate the keeping and maintaining of household pets.

Section 4. Outside Antennas. No outside radio or television antennas shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 7. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 8. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Common Area or Lots and Living Units, nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 9. Commercial Business. No commercial businesses may be maintained on the Common Area or in the Living Units.

Section 10. Alterations. Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Association.

Section 11. Rules for Common Area. The Association is authorized to adopt rules for the use of Common Areas and such rules shall be furnished in writing to the Owners. The voting rights and right to use of the recreational facilities by an Owner may be suspended for a period of up to sixty (60) days for violation of such rules.



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Section 12. Sports Apparatus and Equipment. No basketball standards or fixed sports apparatus shall be attached to any Living Unit or garage or be erected on the Lot of any Unit.

Section 13. Vehicles and Parking. No vehicles of any type shall be permanently or semi-permanently parked on the Properties or in the vicinity of any Living Unit or in the Common Area for the purpose of accomplishing repairs thereto, or the reconstruction thereof, except as permitted by the Rules of the Association. This restriction shall also apply to all vehicles not in operation condition regardless of whether or not such vehicles are being operated.

Section 14. Garages. Each Owner shall keep his garage area in a neat and orderly condition with all storage areas completely enclosed.

Section 15. Recreation Vehicles. There shall be no parking of recreational vehicles, including, but not limited to, camping trailers, boats, motor homes, and the like except in areas specifically designated for the purpose by the Association.

Section 16. Commercial Vehicles. The Association shall have the power to adopt Rules and Regulations concerning the parking of all commercial vehicles on the Properties Common Area, or individual Lots.

Section 17. Residential Leases. No Owner of any Lot in the Properties shall lease the Lot or improvements thereon for a term of less than nine (9) months.

Section 18. On Site Sales Office. So long as the Declarant shall own any Lot in the Properties described in Exhibit "A" attached hereto, or any land as described in Exhibit "C" hereto which may be annexed to the Properties in the future, it shall have the right to maintain an on site sales office for the conduct of its business.

Section 19. Fences. No chain link type fences shall be allowed.

ARTICLE IX

EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct, alter, or retard the flow of water through drainage channels in the easements. Easements to each individual lot for ingress and egress shall be provided to the rear of each property over the Common Area or by access easements as shown on the recorded plat.

ARTICLE X

GENERAL PROVISIONS



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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. **[Notice: this section has been revised by amendment.]**

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration 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, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

- (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.
- (b) Additional land within the area described in Exhibit "C" attached hereto, may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan approved by them.
- (c) Additional residential property and Common Area shall be considered annexed to the properties upon the recording of a plat in the Register of Deeds Office for Knox County, Tennessee. At said time the Owners of Lots in the annexed properties shall acquire all rights and privileges as Owners of Lots in the initial phase of the development of the properties.
- (d) All improvements intended for future use in the future phases shall be substantially completed prior to annexation to the original properties subject to this Declaration of Covenants, Conditions and Restrictions.
- (e) All future improvements will be consistent with the initial improvements in terms of quality and construction.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Encroachments. It is understood that the Living Units which adjoin each other and have a party wall built as a part of the original construction of the homes which is placed upon the dividing line between adjoining Lots may encroach on such adjoining Lots due to construction or other reasons. Accordingly, an easement is reserved for such encroachments as are contained in the buildings,



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whether the same now exist or may be caused or created by construction, settlement, or movement of the building, or by permissible repairs, construction, or alteration. With regard to any differences which may exist in the plat entitled, "WESLEY PLACE", recorded in Plat Book 80-S, Page 37 in the Register's Office for Knox County, Tennessee, or in other lands which may be platted or annexed thereto, and the actual party walls and Lot lines which exists on the Properties, the Lot lines and party walls which actually exist shall control over discrepancies in such plats.

Section 7. Permanent Easement. Declarant by this instrument does hereby dedicate to the owners of any Lots on the property described in Exhibit A, and reserves for the use of any of the owners of lots on the property described in Exhibit C and itself, a permanent easement having a minimum width of 25 feet for ingress and egress to a public right of way.

<Signature and Notary Block not converted>



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EXHIBIT A

SITUATED in the 6th Civil District of Knox County, Tennessee, and more fully bounded and described as follows:

BEGINNING at a point in the western right-of-way line of Ebenezer Road, which point is North 24 deg. 44 min. West 436.59 ft. from the point of intersection of the northern right-of-way line of Colchester Ridge Road and the western right-of-way line of Ebenezer Road; thence South 67 deg. 14 min. West 152.5 ft. to a point; thence South 85 deg. 44 min. West 425 ft. to a point; thence South 80 deg. 50 min. West 197.85 ft. to a point; thence North 26 deg. 47 min. West 50.0 ft. to a point, which point is the southeast corner of the property now or formerly owned by E. Mahan Pratt; thence with the common boundary line of Pratt North 8 deg. 03 min. West 444.92 ft. to a point in the southern right-of-way line of Westland Drive; thence with the southern right-of-way line of Westland Drive, south 87 deg. 35 min. East 383.54 ft. to a point of intersection; thence continuing with the southern right-of-way line of Westland Drive, South 86 deg. 00 min. East 337.96 ft. to a point of curvature; thence with a curve to the right having a radius of 31.61 ft., an arc distance of 38.02 ft. to a point of compound curvature in the western right-of-way line of Ebenezer Road; thence with the western right-of-way line of Ebenezer Road from the point of compound curvature, South 20 deg. 54 min. East, a chord distance of 291.09 ft. to a point of tangent; thence continuing with the western right-of-way line of Ebenezer Road, South 24 deg. 44 min. East, 33.71 ft., to the point of BEGINNING, as shown by the survey of Batson and Hines, Engineers, dated the 24th day of February, 1984, as shown of record in Map Book 80-S, Page 37 in the Register's Office for Knox County, Tennessee.

BEING a part of the property conveyed to Testerman Construction Company, Inc. by deed dated the 24th day of September, 1982, and of record in the Register of Deeds Office for Knox County, Tennessee.



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EXHIBIT B

SITUATED in the 6th Civil District of Knox County, Tennessee, and more fully bounded and described as follows:

BEGINNING at a point in the western right-of-way line of Ebenezer Road, which point is North 24 deg. 44 min. West 436.59 ft. from the point of intersection of the northern right-of-way line of Colchester Ridge Road and the western right-of-way line of Ebenezer Road; thence South 67 deg. 14 min. West 152.5 ft. to a point; thence South 85 deg. 44 min. West 425 ft. to a point; thence South 80 deg, 50 min. West 197.85 ft. to a point; thence North 26 deg. 47 min. West 50.0 ft. to a point, which point is the southeast corner of the property now or formerly owned by E. Mahan Pratt; thence with the common boundary line of Pratt North 8 deg. 03 min. West 444.92 ft. to a point in the southern right-of-way line of Westland Drive; thence with the southern right-of-way line of Westland Drive, South 87 deg. 35 min. East 383.54 ft. to a point of intersection; thence continuing with the southern right-of-way line of Westland Drive, South 86 deg. 00 min. East 337.96 ft. to a point of curvature; thence with a curve to the right having a radius of 31.61 ft., an arc distance of 38.02 ft. to a point of compound curvature in the western right-of-way line of Ebenezer Road; thence with the western right-of-way line of Ebenezer Road from the point of compound curvature, South 20 deg. 54 min. East, a chord distance of 291.09 ft. to a point of tangent; thence continuing with the western right-of-way line of Ebenezer Road, South 24 deg. 44 min. East, 33.71 ft., to the point of BEGINNING, as shown by the survey of Batson and Himes, Engineers, dated the 26th day of January, 1984.

BEING a part of the property conveyed to Testerman Construction Company, Inc. by deed dated the 24th day of September, 1982, and of record in the Register of Deeds Office for Knox County, Tennessee.

There is excepted from the property described above Lots 1 thru 22 inclusive, as shown on plat of record in Map Book 80-S, Page 37, in the Register's Office for Knox County, Tennessee.



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EXHIBIT C

TRACT I

BEGINNING at a point in the western right-of-way line of Ebenezer Road, which point is North 24 deg. 44 min. West, 134.78 ft. from the intersection of the western right-of-way line of Ebenezer Road and the northern right-of-way line of Colchester Ridge Road; thence South 80 deg. 35 min. West 295.41 ft. to a point; thence North 9 deg. 25 min. West, 147.5 ft. to a point; thence South 80 deg. 35 min. West 70 ft. to a point; thence South 9 deg. 25 min. East 25 ft. to a point; thence South 80 deg. 35 min. West 160 ft. to a point; thence South 9 deg. 25 min. East 122.5 ft. to a point; thence South 80 deg. 35 min. West 214.49 ft. to a point; thence North 34 deg. 25 min. West 116.53 ft. to a point; thence North 27 deg. 05 min. West 162.01 ft. to a point; thence North 26 deg. 47 min. West 36.6 ft. to a point; thence North 80 deg. 50 min. East 197.85 ft. to a point; thence North 85 deg. 44 min. East 425 ft. to a point; thence North 67 deg. 14 min. East 152.50 ft. to a point in the western right-of-way line of Ebenezer Road South 24 deg. 44 min. East, 301.81 ft. to the point of BEGINNING, as shown by the survey of Batson & Himes, Engineers and surveyors, dated the 26th day of January, 1984. Being a part of the property heretofore conveyed to Testerman Construction Company, Inc. by deed dated the 24th day of September, 1982, of record in Book 1768, Page 448, in the Register's Office for Knox County, Tennessee.

TRACT II

BEGINNING at a point which is the following calls and distances: Beginning at a point in the western right-of-way line of Ebenezer Road, which point is North 24 deg. 44 min. West, 134.78 ft. from the intersection of the western right-of-way line of Ebenezer Road and the northern right-of-way line of Colchester Ridge Road; thence South 80 deg. 35 min. West 295.41 ft. to a point; thence North 9 deg. 25 min. West, 147.5 ft. to a point; thence South 80 deg. 35 min. West 70 ft. to a point; thence South 9 deg. 25 min. East 25 ft. to a point; thence South 80 deg. 35 min. West 160 ft. to a point; thence South 9 deg. 25 min. East 122.5 ft. to a point; thence South 80 deg. 35 min. West 214.49 ft. to a point; thence North 34 deg. 25 min. West 116.53 ft. to a point; thence North 27 deg. 05 min. West 162.01 ft. to a point, the point of BEGINNING: thence South 74 deg. 15 min. West 516.98 ft. to a point; thence South 52 deg. 24 min. West 563.33 ft. to a point; thence North 10 deg. 22 min. West 700.78 ft. to a point in the southern right-of-way line of Westland Drive; thence with the southern right-of-way line of Westland Drive, North 55 deg. 40 min. East 511.02 ft. to a point of curvature; thence continuing with the southern right-of-way line of Westland Drive, North 59 deg. 14 min. East, a chord distance of 50.45 ft. to a point; thence with the common boundary with the property now or formerly owned by Marion N. Kelley, Jr., South 8 deg. 28 min. East 583.69 ft. to a point; thence with the southern boundary of the property now or formerly owned by Marion N. Kelley, Jr. and E. Mahan Pratt, North 74 deg. 15 min. East 498.42 ft. to a point; thence South 26 deg. 47 min. East 86.6 ft., to the point of BEGINNING, as shown by the survey of Batson & Himes, Engineers and surveyors, dated the 26th day of January, 1984. Being a part of the property heretofore conveyed to Testerman Construction Company, Inc. by deed dated the 24th day of September, 1982, of record in Book 1768, Page 448, in the Register's Office for Knox County, Tennessee.

TRACT III

BEGINNING at a point which is the following calls and distances from the intersection of the North right-of-way of Colchester Ridge Road with the Western right-of-way of Ebenezer Road, North 24 deg. 44 min. West 134.78 ft. to a point; thence South 80 deg. 35 min. West 295.41 ft. to the point of BEGINNING;



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thence North 9 deg. 25 min. West 147.5 ft. to a point; thence South 80 deg. 35 min. West 70 ft. to a point; thence South 9 deg. 25 min. East 25 ft. to a point; thence South 80 deg. 35 min. West 160 ft. to a point; thence South 9 deg. 25 min. East 122.5 ft. to a point; thence North 80 deg. 35 min. East 230 ft. to the point of BEGINNING, as shown by the survey of Batson and Hines, Engineers, dated January 26, 1984. Being a part of the property conveyed to Testerman Construction Company, Inc., by deed dated the 24th day of September, 1982, and of record in Book 1768, Page 448, in the Register's Office for Knox County, Tennessee.



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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.



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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>



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**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>



Wesley Place Homeowners Association
Resident Information Handbook

Attachment C. By-Laws of Wesley Place Homeowner's Association
Incorporated

Notice

This document, By-Laws of Wesley Place Homeowner's Association Incorporated, 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.



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BY-LAWS OF

WESLEY PLACE HOMEOWNER'S ASSOCIATION, INCORPORATED

Name and location. The name of the corporation is Wesley Place Homeowner's Association, Incorporated, hereinafter referred to as the "Association". The principal office of the corporation shall be 7212 Kingston Pike, P. O. Box 10644, Knoxville, TN 37919, but meetings of members and directors may be held at such places within the State of Tennessee, County of Knox, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Wesley Place Homeowner's Association, Incorporated, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and any dedicated street or streets.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Declarant" shall mean and refer to Testerman Construction Company, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Knox County, Tennessee.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.



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ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of six (6) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the members shall elect two directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.



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Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.



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ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, or to others as required by law or government regulation.
- (b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclosure the lien against any property for which assessments are not paid within



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thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association as required by law or government regulation;

(f) cause all officers or employees having fiscal responsibilities or those employees having access to the Association’s monies, to be bonded, as required by law or government regulation;

(g) cause the Common Area to be maintained.

(h) cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annual by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same



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person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business



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hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs. Said books, records, and papers of the Association shall be available to other persons as required by law and government regulation.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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 Lot.

WORKING CAPITAL

A working capital fund is required to be maintained for the initial months of operation equal to two (2) months assessment per Unit. Upon purchase of a lot the Association shall cause to be collected from the purchaser a sum equal to two (2) months' assessment for the Lot, said funds to be transferred at the time of closing of the sale of each Unit to an account maintained for the use and benefit of the Association. The purpose of the fund is to ensure that the Association will have cash available to meet on and foreseen expenditures, or to acquire additional equipment or services deemed necessary or desirable as provided herein. Amounts paid into this fund are not to be considered as advance payment of regular assessments.

ARTICLE XII

CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words:

“Wesley Place Homeowners Association,
Incorporated”



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ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV

LENDER'S NOTICES

Upon the written request to the Association identifying the name and address of the holder, insurer, or guarantor, and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to the timely written notice of:

- a) any condemnation or casualty loss that affects either a material portion of the properties or the Lot securing its mortgage.
- b) any sixty-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.
- c) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- d) any proposed action that requires the consent of a specified percentage of a mortgage holder.

IN WITNESS WHEREOF, we, being all of the directors of the Wesley Place Homeowner's Association, Incorporated, have hereunto set out hands this ____ day of _____, 19.



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Attachment D. Articles of Incorporation

Notice

This document, Articles of Incorporation, 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.



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ARTICLES OF INCORPORATION

OF

WESLEY PLACE HOMEOWNER’S ASSOCIATION, INCORPORATED

In compliance with the requirements of Tennessee General Corporations Act, T.C.A. 48-101 et seq., the undersigned, all of whom are residents of Knox County, Tennessee and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Wesley Place Homeowner’s Association, Incorporated, hereafter called the “Association”.

ARTICLE II

The principal office of the Association is located at 7212 Kingston Pike, P.O. Box 10644, Knoxville, TN 37919.

ARTICLE III

Richard A. Sedgley, whose address is 7212 Kingston Pike, Knoxville, Tennessee 37919, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described in Exhibit “A” attached hereto and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the Jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the “Declaration”, applicable to the property and recorded or to be recorded in the Office of the Register of Deeds for Knox County, Tennessee and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association:



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(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer:

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Tennessee by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an Interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event the Declarant, its successors and assigns, has a lot leased or rented, the Declarant shall be entitled to one vote for each such Lot or Dwelling Unit and one vote for each Lot retained by it upon the termination of Class B membership.

Class B. Class B member(s) shall be the Declarant (defined in the Declaration), and shall be



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entitled to three (3) votes for each Lot owned. 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 the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) March 1, 1986

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Six (6) Directors; who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Bryan E. Testerman
7212 Kingston Pike
Knoxville, TN 37919

Ashley Dickson
7212 Kingston Pike
Knoxville, TN 37919

John W. Testerman
7212 Kingston Pike
Knoxville, TN 37919

Richard A. Sedgley
7212 Kingston Pike
Knoxville, TN 37919

Travis Walker
7212 Kingston Pike
Knoxville, TN 37919

At the first annual meeting the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect two (2) directors for a term of three (3) years.



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ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptances such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

In Witness Whereof, for the purpose of forming this corporation under the laws of the State of Tennessee, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 13th day of March, 1984.

Richard Sedgley .

John Testerman .



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EXHIBIT A

SITUATED in the 6th Civil District of Knox County, Tennessee, and more fully bounded and described as follows:

BEGINNING at a point in the western right-of-way line of Ebenezer Road, which point is North 24 deg. 44 min. West 436.59 ft. from the point of intersection of the northern right-of-way line of Colchester Ridge Road and the western right-of-way line of Ebenezer Road; thence south 67 deg. 14 min. West 152.5 ft. to a point; thence South 85 deg. 44 min. West 425 ft. to a point; thence South 80 deg. 50 min. West 197.85 ft. to a point; thence North 26 deg. 47 min. West 50.0 ft. to a point, which point is the southeast corner of the property now or formerly owned by E. Mahan Pratt; thence with the common boundary line of Pratt North 8 deg. 03 min. West 444.92 ft. to a point in the southern right-of-way line of Westland Drive; thence with the southern right-of-way line of Westland Drive, South 87 deg. 35 min. East 383.54 ft. to a point of intersection; thence continuing with the southern right-of-way line of Westland Drive, South 86 deg. 00 min. East 337.96 ft. to a point of curvature; thence with a curve to the right having a radius of 31.61 ft., an arc distance of 38.02 ft. to a point of compound curvature in the western right-of-way line of Ebenezer Road; thence with the western right-of-way line of Ebenezer Road from the point of compound curvature, South 20 deg. 54 min. East, a chord distance of 291.09 ft. to a point of tangent; thence continuing with the western right-of-way line of Ebenezer Road, South 24 deg. 44 min. East, 33.71 ft., to the point of BEGINNING, as shown by the survey of Batson and Hines, Engineers, dated the 24th day of February, 1984, as shown of record in Map Book 80-S, Page 37, in the Register's Office for Knox County, Tennessee.

BEING a part of the property conveyed to Testerman Construction Company, Inc. by deed dated the 24th day of September, 1982, and of record in the Register of Deeds Office for Knox County, Tennessee.