Amendments to Restrictive Covenants of
WELLESLEY SUBDIVISION

WHEREAS, on December 22, 2003, there was recorded in Book 6969, beginning at Page 975, of the records of the Register of Deeds of Hamilton County, Tennessee, a Declaration of Restrictive Covenants for Wellesley Subdivision (the “Original Covenants”) imposing certain restrictions on Phases 1 and 2 of Wellesley Subdivision in Colleegdale, Hamilton County, Tennessee (the “Subdivision”); and

WHEREAS, on September 6, 2007, there was recorded in Book 8462, beginning at Page 151, of the records of the Register of Deeds of Hamilton County, Tennessee, a Wellesley Subdivision Units 3 and 4 Restrictive Covenants (the “Amended Covenants”), which made the Original Covenants applicable to the remainder of the Subdivision and amended two provisions of the Original Covenants; and

WHEREAS, Wellesley Homeowner’s Association, a Tennessee not-for-profit corporation whose members are the owners of homes in the Subdivision (the “Association”), desires to amend the Subdivision’s restrictive covenants (the Original Covenants and the Amended Covenants) with respect to the erection of fences on a homeowner’s property;

NOW, THEREFORE, the Association hereby amends Page 1 of the Original Covenants (applicable to Phases 1 and 2 of the Subdivision, and to the remainder of the Subdivision by virtue of the Amended Covenants) to insert the following immediately after the second “WHEREAS” clause:

WHEREAS, Capstone Developers, LLC, and the Association entered into a certain Agency Agreement dated February 6, 2009, and Paran Homes LLC, a Georgia limited liability company, as successor in interest to Capstone Developers, LLC, and the Association entered into a certain Agency Agreement dated April 5, 2016, and

WHEREAS, pursuant to the Agency Agreements identified above, copies of which are attached hereto and incorporated herein by reference, the rights and responsibilities of the “Developer” under the restrictive covenants with respect to the Subdivision were transferred to the Association;

NOW, THEREFORE, the Association further amends the Original Covenants (applicable to Phases 1 and 2 of the Subdivision, and to the remainder of the Subdivision by virtue of the Amended Covenants) to delete each reference to “DEVELOPER” after the preliminary material on Page 1 and the
“Organization” section on Pages 1-2 and insert “the Board” in lieu thereof, “the Board” meaning the board of directors of the Association.

NOW, THEREFORE, the Association amends the Amended Covenants (applicable to Phases 3 and 4 of the Subdivision) to delete the reference to “the Developer or the Community Association” in the fifth and sixth lines from the bottom on Page 1 and the reference to “the Community Association or the Developer” in the first and second lines from the bottom of Page 1, and insert in lieu thereof, “the Board” meaning the board of directors of the Association.

NOW, THEREFORE, the Association further amends Paragraph 15 and 16 on Pages 4-5 of the Original Covenants (applicable to Phases 1 and 2 of the Subdivision, and to the remainder of the Subdivision by virtue of the Amended Covenants) to read as follows:

15. The plans and location for all fences must be submitted to the Board for written approval prior to construction. No construction of a fence shall commence without the prior written approval. The Board will specifically avoid fences on adjoining lots that are constructed in a manner that will leave any area between the sides of the fences. Such small passageways between fences of adjoining lots will be avoided.

16. No fence may be erected forward of the midpoint of the side line of the dwelling house. Fences must be at least four (4) feet and no more than eight (8) feet in height. Fences must be constructed of a material that is comparable and aesthetically compatible with the material used in the construction of the house. Fences may be made of wood, black iron, black aluminum, brick, stone, or vinyl. Fences must have the finished sides oriented toward the outside of the lot and away from the house with structural supports oriented toward the house so as not to be visible from other lots. No chain link fences shall be permitted. Fences on corner lots may not be located any closer to any side street than the side of the dwelling house. The Board shall be allowed to waive any of the restrictions set forth in this paragraph 16, provided that any such waiver results in a change that is consistent with the architectural and environmental concerns set forth in this document, as interpreted and determined by the Board. Any such waiver shall be in writing and the decision to grant or deny any requested waiver shall be final.

IN WITNESS WHEREOF, Wellesley Homeowner’s Association has caused this instrument to be executed by its duly authorized officer this 28th day of January, 2019.

WELLESLEY HOMEOWNER’S ASSOCIATION

By: John L. Dawson, President
State of Tennessee         
County of Hamilton         

On this 28th day of January, 2019, before me personally appeared John L. Dawson, with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of Wellesley Homeowner’s Association and that, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such President thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission Expires: 03-07-2021