

Amended and Restated

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WESTLAND COURT: A PLANNED UNIT DEVELOPMENT**

THIS AMENDED AND RESTATED DECLARATION, made and entered into this 18th day of August, 2017, by Westland Court Homeowners Association, Inc., with a mailing address of 7742 Westland Drive, Knoxville, TN 37919 (hereinafter referred to as "Association").

WITNESSETH:

THAT, WHEREAS, Sunbelt Developers, Inc was the owner of certain property situated in Knox County, Tennessee, more particularly described on Exhibit A which is attached hereto and incorporated by reference herein (the "Property") and as shown on a plat of record in Map Book 88S, Page 48, in the Register's Office of Knox County, Tennessee (the "Plat");

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions for Westland Court was entered into by Sunbelt Developers, Inc, effective August 18, 1987

WHEREAS, all Lots in Westland Court having been sold, Sunbelt Developers transferred title to land comprising the Common Areas to the Association.

WHEREAS, pursuant to Article IX Section 1 of the Declaration of Covenants, Conditions, and Restrictions for Westland Court, the covenants and restrictions may be amended every ten years on the anniversary of the original filing by a majority vote of the persons who are then Owners;

WHEREAS, by majority vote of the Owners at a meeting of the Association held on June 8, 2017 the Declaration of Covenants, Conditions and Restrictions were amended in their entirety;

NOW THEREFORE, the Declarations of Covenants, Conditions and Restrictions for Westland Court are amended in their entirety to read as follows:

**ARTICLE 1
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Westland Court Homeowners Association, Inc., an incorporated non-profit association, its successors and assigns.

Section 2. "Board of Directors" or "Board" shall mean and refer to the board of directors of the Association.


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Section 3. "Easements" shall mean all sidewalks, walkways and driveways now or hereafter located upon the Property, as well as all drainage, sewage, ingress and egress and utility easements, whether now or hereafter of record.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown on any recorded subdivision map of the Property, and the improvements located thereon.

Section 5. "Owner" or ("Member") shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those persons or entities having such interest merely as collateral security for the payment of a debt or for the performance of an obligation.

Section 6. "Common Area" shall mean all parts of the property other than the Lots, to be owned and maintained by the Association, including a pool area and related recreational facilities as shown on the Plat.

ARTICLE II PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member of the Association shall as Owner of one or more Lots have a right and non-exclusive easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following limitations:

- (a) The right of the Association to limit the number of guests, and to adopt Association rules regulating the use and enjoyment of the Common Area.
- (b) The right of the Association to suspend the voting rights and right of use of the Common Area by a Member (i) for any period during which any assessment against such Member's Lot remains delinquent or for any period that such Member is in violation of the covenants, conditions and restrictions of this Declaration, and (ii) for a period not to exceed thirty (30) days after notice and hearing as may be provided for in the By-Laws for any infraction of the Association rules.
- (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 the purpose of providing utilities and similar or related purposes. No such dedication or transfer shall be effective unless an instrument has been approved by two-thirds (2/3) of the votes of the Members.

Section 2. Delegation of Use. The Owner of any Lot may delegate to any occupant of such Lot the right to the use and enjoyment of the Common Area and any privilege appurtenant to such Lot, expressly subject however to the covenants, conditions and restrictions contained herein, or as may be set forth in any Association by-laws, and any rules and regulations whether now or hereafter in existence.

Section 3. Parking Rights. The use of parking areas within the Common Areas, together with the terms and conditions with regard to such use, shall be subject to and

at all times governed as the same are in effect from time to time. Such right to use parking areas is expressly subject to a non-exclusive right of ingress and egress attributable to other Members. This right to use shall also be subject to all drainage, utility and other necessary easements whether now or hereafter located on the Property.

ARTICLE III

ASSESSMENTS AND EXPENDITURES

Section 1. Operations and Maintenance

- a. The Association shall be responsible for operation, maintenance, upkeep and repair of the Easements and any and all sewer and water lines now or hereafter servicing the Lots and any utility or electrical installations servicing more than one Lot; for the maintenance and upkeep of the Common Areas including but not limited to the pool, pool house, gate, lawns, landscaping and shrubs and for the exterior maintenance of all units and garages within Westland Court Planned Unit Development, including maintenance, repair or replacement to the roofs, gutters, exterior wood trim and painting, excepting all windows and "party walls"; in accordance with the Agreed Order of Compromise and Dismissal in Farina et al v. Westland Court Homeowners Association, Inc. in the Chancery Court for Knox County Tennessee, dated December 13, 1996, attached hereto and made a part hereof as Exhibit B. Except as noted in section 2.a, below, in the event of any inconsistency between the terms of the Agreed Order and this document, the terms of the Agreed Order shall govern.
- b. The Association is authorized to enter into service contracts for performance of its responsibilities set forth above, including but not limited to, painting, paving, electrical, sewer and water service for Common Areas, lawn maintenance, gate operations, irrigation for lawns and Common Areas.
- c. In addition, the Association is authorized to enter into contracts required to be provided under one contract, for the benefit of all Owners such as emergency responder services, as well as "pass through" service contracts, including but not limited to, termite control, and refuse collection. By a majority vote, the membership may direct the Association to cancel any "pass through" service contract as soon as permitted under the terms of the particular contract.

Section 2. Funding

- a. Each Owner of a Lot shall pay a monthly Assessment to fund the activities described in Section 1.a and b above. The monthly Assessment may be increased or decreased by an affirmative vote of two-thirds (2/3) of the Members. The term "dues" as used in the subject Agreed Order of Compromise and Dismissal means monthly Assessment.
- b. Each Owner of a Lot shall pay a Special Assessment as levied by the Board to fund capital maintenance and repair projects.



- c. Each Owner shall pay 1/36th share of the costs associated with contracts entered into pursuant to Section 1 c. Such costs shall be itemized on the periodic statement sent to each Owner for payment of monthly Assessments.

Section 3. Accounts and Reserves

The Association shall maintain accounts for the following operations:

- a. The Annual Operating and Maintenance Budget used to service the annual operating and maintenance expenditures. Funding will be by the accrual of the Owner's monthly Assessments. The account should reside as a checking account at a well known financial institution of high standing.
- b. The Reserve for Periodic Capital Outlays maintained for the periodic repair, replacement or improvement of the Common Area and other portions of the Property the Association is required to maintain. Funding shall be by the transfer of surplus year end operating budget funds, when these fund are not required for the upcoming budget or as working capital, and/or thru Special Assessments if required. The account should reside in a money market account at a well known financial institution of high standing.
- c. The Emergency Reserve shall be established in order to provide for unforeseen or extraordinary expenditures where time is of the essence and other funding sources are not available. Funding is maintained through the collection of the equivalent of two (2) monthly Assessments at the time of closing of the sale of each lot (and is not to be deemed a prepayment of monthly Assessments), and the retention of interest earnings. The account should reside in a Certificate of Deposit at a well known financial institution of high standing.

Section 4. Lien for Assessments. To secure the payment of all monthly assessments, maintenance expenditures and payments to reserve funds contemplated by this Article III, such assessments including interest, costs and reasonable attorney's fees shall become a lien on the Lot if not paid when due. Each assessment against a Lot shall also be the personal obligation of the Owner of the Lot at the time the assessment falls due. Such personal obligation shall not automatically pass to successors in title unless specifically assumed by such successor. The lien for assessments shall be subordinate and inferior to the lien of any first deed of trust or mortgage placed on any Lot or the improvements thereon in connection with any construction or permanent loan related thereto.

Section 5. Foreclosure. Regardless of whether or not a notice of such lien has been recorded, the lien of assessments, when delinquent, may be enforced by sale by the Association, its attorney, or other person authorized to make the sale, after failure by the Owner to pay such assessment, in accordance with its terms, such sale to be conducted in accordance with the provisions of Tennessee law applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The duly elected president of the Association shall have the right and



authority to transfer any Lot so sold at foreclosure to the highest and best bidder or other duly qualified transferee by executing a special warranty deed for that purpose. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to recover a money judgment for unpaid assessments, common expenses, attorney's fees and other costs shall be maintainable without foreclosing or waiving the lien securing the same. The lien for common expense assessments shall not be affected by any sale or transfer of a Lot, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments which are extinguished pursuant to this foreclosure provision may be reallocated and assessed to all Lots as a common expense. Any sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot from the lien of, any assessment made thereafter. The Board may suspend the voting rights and the right to use the Common Areas of a Member who is in default in payment of any assessment.

ARTICLE IV PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of any dwelling or other improvement constructed on the dividing line between any Lot shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article IV, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owners of contiguous Lots who have a party wall shall both have the right to use such wall, provided that such use by one Owner does not interfere with the use and enjoyment of the same by the other Owner.

Section 2. Cost 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. Damage or Destruction. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may, subject to the approval of the Board, 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 Owners under any rule of law regarding liability for negligence or willful acts or omissions. Notwithstanding any other provisions of this Article, an Owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Structural Integrity. There shall be no impairment of the structural integrity of any party wall without the prior written consent of all Owners having any interest therein, the first mortgagees of each Owner, and Board.

ARTICLE V INSURANCE OBLIGATIONS OF OWNERS

Section 1. Hazard Insurance. Each Owner shall obtain, and maintain in effect fire and appropriate extended insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of each Lot and improvements located thereon owned by such Owner. The insurance may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the Board of Directors.

All such policies of insurance shall be written with a reputable company licensed to do business in the State of Tennessee.

Any such insurance policies covering any Lot shall be required to be filed with the Board of Directors within thirty days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is cancelled and/or modified.

Section 2. Obligation to Repair and Restore.

- (a) Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Lot, the insurance proceeds from any insurance policy covering a Lot shall be first applied to the repair, restoration, or replacement of such Lot. Each Owner shall be responsible for the repair, restoration or replacement of each Lot owned by such Owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction technique and materials generally used in such construction and then current generally accepted design criteria) be generally harmonious with the other Lot, and reconstruction must be consistent with plans approved by the Board.
- (b) If the proceeds of the insurance are insufficient to pay for the cost of repair, restoration, or replacement of a Lot, the Owner of such Lot shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.
- (c) If the insurance proceeds are in excess of the amount necessary for the repair, restoration, or replacement of a Lot, the Owner of such Lot shall be entitled to such excess in accordance with the provisions of the applicable insurance policy or policies and subject to the terms of any mortgage covering such Lot.
- (d) If the damage and/or physical loss to property from a single event impacts multiple Lots, the Board may, but shall not be obligated to, enter into contracts for the repair, restoration, or replacement of said damage in whole or in part. The Owner of each Lot shall be billed by the Association for the actual cost of all repairs, restoration, or replacement provided by the Association through the contractor(s) as a Special Assessment.

Section 3. Association Rights. If any Owner fails to obtain the insurance required in this Article, or fails to pay the premiums therefor when and as required or fails to

otherwise perform the obligations of an Owner under this Article, the Association may (but shall not be obligated to) obtain such insurance, make such payments for any such Owner and/or perform such obligations, and add the cost of such payments or performance, as a special assessment, to the general assessment of such Owner.

Section 4. Additional Insurance. Each Owner may obtain additional insurance at the owner's expense, provided, however, that such policy or policies shall not be in contravention of such other insurance which from time to time shall be established by the Board of Directors or Association and (ii) no Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the Lot at any time.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner shall be a Member of the Association, which Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. Voting. If more than one person or entity owns any interest in any Lot, all such persons or entities shall be Members; provided, however, that the Owner or Owners of each Lot shall collectively have only one (1) vote per Lot owned in the affairs of the Association.

Section 3. Meetings. There shall be an annual meeting of the Members at such time and place and on such date as shall be established by the Board of Directors, in the reasonable exercise of its discretion, and special meetings called by the Board of Directors or by any five (5) Members upon at least ten (10) days written notice to all of the Members. Meetings shall be in accordance with the By-Laws of the Association.

ARTICLE VII USE RESTRICTIONS

Section 1. Lots. Each Lot shall be occupied only by the Owner thereof, family members, guests and/or tenants, as a single family residence and for no other purpose.

Section 2. Uses. No noxious or offensive activity shall be conducted upon any Lot, nor any unlawful activity, nor shall anything be done thereon which may be or become an 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 thereon, except that dogs, cats and other household pets may be kept or maintained; provided, however, that they are not kept or maintained for commercial purposes, that they do not constitute or create an annoyance or nuisance to the neighborhood, and that the Association may reasonably regulate the keeping and maintenance of such household pets.

Section 4. Outside Antennas. No outside radio or television antennas excepting satellite dishes shall be erected upon any lot or upon any structure thereon within the Property unless and until permission for the same has been granted by the Board of Directors.

Section 5. Temporary Structures. No structure of a temporary nature, including but not limited to any trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot or any portion of the Property without the prior written consent of the Board of Directors.

Section 7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept on any Lot, except in sanitary containers, which containers shall be screened from public view, except for the period immediately preceding, during and immediately following trash or rubbish collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 8. Vehicles and Parking. No vehicle of any type shall be permanently or semi-permanently parked on the Property or in the vicinity of any Lot for purposes of storage or for purposes of accomplishing repairs therein or for the reconstruction thereof, except in a garage (the door of which shall be kept closed) and except as may be permitted by the rules and regulations hereafter adopted by the Board of Directors. On street parking is specifically limited and restricted to the reasonable use of the guests and invitees of Lot Owners.

Section 9. Commercial and Recreational Vehicles. No commercial or recreational vehicle, including, without limitation, camping trailers, boats, motor homes and the like, shall be parked and visible upon any portion of the Property or allowed to displace any Lot Owner's other vehicle(s) due to storage in garage areas, etc.

Section 10. Landscaping and Gardens. All Lots shall be landscaped with grass and shrubbery in harmony with its surroundings, and no vegetable gardens shall be permitted upon any Lot.

Section 11. Trees. No existing tree on any Lot shall be removed, unless such tree presents a hazard or unless the same has died or becomes diseased. Such tree shall be replaced by the Owner of the Lot.

Section 12. Minimum Size. No dwelling shall be erected, placed, altered or permitted to remain on any Lot, which dwelling shall have a floor area of less than 2,000 square feet. In computing said minimum floor area, measurements shall be from exterior wall to exterior wall, but shall include no basement areas, porches, carports or garages.

Section 13. Private Areas. The provisions of sections 4, 6, 9, 10, and 11 of this Article VII shall not be applicable to the activities therein described, to the extent that such activities do not violate the provisions of Section 2 above and to the extent that such activities are confined to the private areas to the rear of each dwelling unit and are screened from public view.

Section 14. Window Hangings. All blinds, curtains, shades and draperies in each dwelling unit on all Lots shall be white or an off-white color, or shall be hangings which are lined with material which is white or an off-white color.

Section 15. Common Areas. No major improvement, development, subdivision, and/or alteration shall be made to the Common Areas except by vote of the majority of the Members.

Section 16. Lease Provisions.

a. Except as provided herein, leasing of any Lot or any portion thereof, for any purpose, is prohibited. The forgoing leasing prohibition shall not apply to Lot 27 (postal address 919 Westcourt Drive, Knoxville, TN - Parcel ID 133CH017) so long as it is owned by Ms. Martha R. Axford. Automatically upon the transfer of said Lot 27 from Ms. Martha R. Axford, whether voluntarily or involuntarily, such Lot 27 shall be and become subject to the leasing prohibition above; any then existing lease thereof shall immediately terminate; and the provisions of paragraph b. of this Section 16 shall be of no further force and effect.

b. Every lease of a Lot shall be subject to and contain the following provisions: No owner shall lease less than his entire Lot, and no lease shall be for a term of less than six months. Prior to the commencement of any lease, the lessor or lessee thereunder shall give notice in writing to the Secretary of the Association, stating the name and address of the lessee and the lease term, together with a copy of the lease. Such notice shall be executed by both the lessor and the lessee and shall contain a statement in favor of the Association that the lessee acknowledges that he or she has received and read the Declaration and the By-Laws and any Rules and Regulations of the Association and that the lessee understands that he or she is bound by their provisions. Such notice shall automatically become a part of the lease agreement, and any violation of the provisions of the notice shall constitute a breach thereof.

**ARTICLE VIII
EASEMENTS**

No Owner shall block, disrupt or otherwise unreasonably interfere with, nor permit family members or invitees to block, disrupt or unreasonably interfere with the use and enjoyment of the Easements and/or Common Area by any other Owner, family members, or invitees. Further, easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat of the Property. Within these utility and drainage easements, no structure, planting or other material shall be placed or be permitted to remain which may interfere with the installation and/or maintenance of such utilities or which may in any way adversely alter surface water drainage.



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ARTICLE IX GENERAL PROVISIONS

Section 1. Effective Date. The covenants and restrictions herein set forth shall be and become effective as of the 18th day of August, 2017, and shall be binding upon all Owners and all persons claiming under them for a period of ten (10) years from and after said date, at which time, these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the persons who are then Owners, it is agreed to alter, amend or terminate the same, in whole or in part.

Section 2. Enforcement. If any Owner or any person or entity claiming under or through any Owner shall violate or attempt to violate any of the covenants or restrictions herein set forth, the Association or any other Owner shall have the right and authority to prosecute any proceedings, at law or in equity, against the person or persons violating or attempting to violate any such covenant or restrictions, for the purpose of preventing him or them from so doing and/or for the purpose of recovering damages or other dues resulting from any such violation or attempted violation.

Section 3. Severability. If any covenant or restriction herein set forth shall be found by any court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining covenants and restrictions herein set forth shall remain in full force and effect, as though such invalid, illegal or unenforceable covenant or restriction were not herein contained.

ARTICLE X ARCHITECTURAL CONTROL

No building, fence, wall, clotheslines or other structures shall be erected or maintained upon the Lots, 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. 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.

ARTICLE XI NOTICES

Upon 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 timely written notice of:

- a. Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage.

- b. Any 60-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 mortgage holders.

The foregoing were adopted as Amended and Restated Covenants, Conditions and Restrictions of Westland Court Homeowners Association, Inc., a corporation not for profit under the laws of the State of Tennessee, by approval of the Board of Directors of Westland Court at a meeting on May 11, 2017, and subsequent approval by a majority of the membership of Westland Court Homeowners Association, Inc. at its annual membership meeting on June 8th, 2017.

By: _____

Mr. James H. Ensor,
President, Westland Court Homeowners Association, Inc

ATTESTED:

Ms. Judy Flynn,

Secretary, Westland Court Homeowners Association, Inc

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EXHIBIT A

PROPERTY DESCRIPTION

Property situated in the 6th (Sixth) Civil District of Knox County, Tennessee, more particularly described as follows:

Beginning at a concrete R/W monument on the new easterly R/W line of Westland Drive, said monument being located 130.6 feet +- in a southwesterly direction from the point of intersection of Devonshire Drive and Westland Drive, thence leaving said eastern R/W line with the southern boundary line of Westlyn Hills Sub. (M.B. 45 P. 18) the following calls and distances: S 28 Deg. 34' 30" E, 102.41 feet to an iron pin, S 29 Deg. 21' 41" E, 85.90 feet to an iron pin, S 29 Deg. 07' 33" E, 109.40 feet to an iron pin, S 28 Deg. 53' 30" E, 100.02 feet to an iron pin, S 28 Deg. 49' 29" E, 109.87 feet to an iron pin, S 28 Deg. 55' 30" E, 115.24 feet to an iron pin, S 28 Deg. 48' 37" E, 220.76 feet, thence with the western boundary line of Westland Hills Sub. the following calls and distances: S 59 Deg. 54' 23" W, 154.57 feet to an iron pin, S 58 Deg. 02' 28" W, 170.71 feet to an iron pin, S 61 Deg. 29' 37" W, 39.76 feet, thence with the northern line of Green Acres Sub. (M.B. 24 P. 68) the following calls and distances: N 28 Deg. 12' 37" W, 312.90 feet to an iron pin, N 28 Deg. 47' 29" W, 125.20 feet to an iron pin, S 57 Deg. 46' 52" W, 14.85 feet to an iron pin, N 28 Deg. 19' 09" W, 24.94 feet to an iron pin, N 60 Deg. 21' 43" E, 16.05 feet to an iron pin, N 28 Deg. 12' 30" W, 123.68 feet to an iron pin, N 55 Deg. 36' 27" E, 65.62 feet to an iron pin, N 29 Deg. 08' 40" W, 197.23 feet to a concrete R/W monument on the eastern R/W line of Westland Drive, thence with said eastern R/W line N 48 Deg. 22' 39" E, 300.77 feet to an concrete R/W monument and the point of beginning.

Said tract contains 6.52 acres +- as shown on survey by Sizemore-Lynch Associates, Project #1287-5, dated 5/19/86.



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EXHIBIT B

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

LARRY FARINA, JENNIFER FOWLER,
INGERT PLUMBING AND HEATING,
INC., WILLIAM THOMPSON, RONNIE
CALLIHAN, and GILBERT BLACK,

Plaintiffs,

v.

WESTLAND COURT HOMEOWNERS
ASSOCIATION, INC.,

Defendant.

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

No. 128827-1


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AGREED ORDER OF COMPROMISE AND DISMISSAL

The parties, by and through their respective counsel, announce to the Court that all matters in controversy between the parties have been resolved. It is hereby,

ORDERED, ADJUDGED AND DECREED that this matter shall be and is hereby dismissed with prejudice. It is further,

ORDERED, ADJUDGED AND DECREED that the Westland Court Homeowners Association, Inc. shall be responsible for the exterior maintenance of all units and garages within the Westland Court Planned Unit Development, including maintenance, repair or replacement to the roofs, gutters, exterior wood trim, and painting. The maintenance, repair and replacement of the interior courtyard "party walls" and all windows are the responsibility of the individual unit owner. All work conducted by the Association or a unit owner shall be done in a good and professional workmanlike manner. All maintenance, repair or replacement for which the Association is responsible shall be funded by the monthly dues or special assessments of the Association, which shall be equally divided among all thirty-six (36) homeowners. The Association shall implement its previously announced plan to repair and/or replace all exterior maintenance items on all units, including painting of the exterior of all units, for which it is responsible within the calendar year of 1997. The Association shall not be required to employ a professional management company to maintain, repair or replace those items for which the Association is responsible, but may do so in the reasonable discretion of the Board of Directors of the Association. It is further,

gdm\pld\wat1ndc2.ord

INST: 37546 WB 2234 PG: 865

REC'D FOR REC 12/13/1996 09:50:29 KNOX CO. TN

RECORD FEE: \$ 8.00

MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00

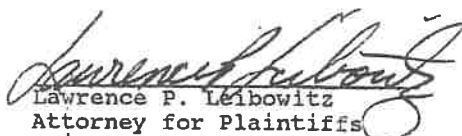
EXHIBIT B


ORDERED, ADJUDGED AND DECREED that all attorneys' fees shall be paid by the party incurring the same and none of the parties shall have any liability or responsibility for payment of the opposing parties attorneys' fees and the court costs of this action shall be taxed one-half (1/2) to the Plaintiffs and one-half (1/2) to the Defendant, for which execution shall issue, if necessary.

: Enter this 13th day of December, 1996.


Chancellor Frederick D. McDonald

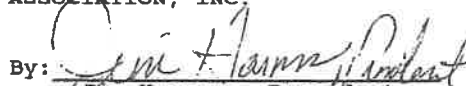
APPROVED FOR ENTRY:


Lawrence P. Leibowitz
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WESTLAND COURT HOMEOWNERS
ASSOCIATION, INC.


Larry Farina

By: 
Jim Harness, President


ENGERT PLUMBING AND HEATING, INC.

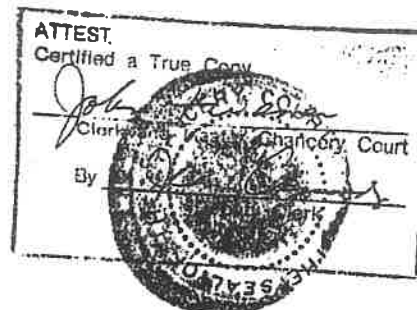
By: 
James Johnston, President


Ronnie Callihan


Jennifer Fowler


William Thompson


Gilbert Black



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Prepared by:
Charles Cuthbertson
917 Westcourt Drive
Knoxville, TN 37919

Sherry Witt
Register of Deeds
Knox County

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF WESTLAND COURT
HOMEOWNERS ASSOCIATION, INC.**

Whereas, the Board of Directors of Westland Court Homeowners Association, Inc., at a meeting on May 11, 2017, unanimously approved the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Westland Court Homeowners Association, Inc., (hereinafter "Amended and Restated Declaration") attached hereto;

Whereas, a copy of the proposed Amended and Restated Declaration was provided by written ballot to all homeowners on May 24, 2017, for consideration in advance of the Annual Meeting held on June 8, 2017;

Whereas, at the Annual Meeting held on June 8, 2017, the proposed Amended and Restated Declaration received approval of a majority of the membership as specified in Article IX, Section 1, of the Declaration of Covenants, Conditions, and Restrictions of Westland Court Homeowners Association, Inc;

Now Therefore, the foregoing was duly adopted as Amended and Restated Declaration of Westland Court Homeowners Association, Inc., effective August 18, 2017.

Attest:

Judy Flynn
Judy Flynn, Secretary

Jim Ensor
Jim Ensor, President

Knox County Page: 1 of 15
REC'D FOR REC 08/03/2017 11:32:52AM
RECORD FEE: \$77.00
M. TAX: \$0.00 T. TAX: \$0.00
201708030007905

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared JIM ENSOR to me known (or proved to me on the basis of satisfactory evidence) to be the person/persons described in and who executed the foregoing instrument and acknowledged, upon oath, that he executed the same as his free act and deed.

WITNESS my hand and seal this 3rd day of August, 2017.

Denise Kelly
Notary Public

My Commission expires: 1-5-20

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared JUDY FLYNN to me known (or proved to me on the basis of satisfactory evidence) to be the person/persons described in and who executed the foregoing instrument and acknowledged, upon oath, that she executed the same as her free act and deed.

WITNESS my hand and seal this 3rd day of August, 2017.

Denise Kelly
Notary Public

My Commission expires: 1-5-20