

Properties a/k/a Wheeler Valley Farms, are subject to the following restrictions which shall be binding upon the present and future owners:

1. Said property shall be used for residential purposes only. No commercial business shall be conducted on the property.
2. No multi-family residences shall be located on the property.
3. No single-family detached dwelling house shall be erected or permitted to remain on the property unless it has a minimum of 1,200 square feet of living area on the ground floor.
4. No buildings, television antennas, dishes, radio receivers or senders shall be placed within twenty-five (25) feet of any property line, nor within one hundred (100) feet of any flowing streams.
5. Tracts of five (5) acres or more may be re-subdivided to incorporate separate lots containing a minimum of two (2) acres. No lot can be subdivided to a size of less than two (2) acres. Only one homesite shall be allowed per two (2) acre tract.
6. No mobile homes, modular homes, sheds, shacks, or house-type trailers shall be allowed on the property, nor shall any structure be placed on the property that has a metal frame.
7. Any construction on the property must be completed within nine (9) months of the commencement of such construction.
8. Said property shall be subject to utility easements of thirty (30) feet on the front of each tract.
9. All sewage disposal shall be handled by septic tanks and field lines.
10. There shall be a duty of any lot owner to rebuild, clear and/or landscape the property upon casualty or destruction.
11. All structures including, but not limited to, driveways, fences, etc., shall be maintained in a good state of repair.
12. Garages shall be designed to be compatible with the architecture of the home. Garage doors shall be of the overhead type.
13. No poultry or animals, except dogs, cats, ducks, livestock, llamas, donkeys, horses, and household pets; without written approval of the developer. No keeping of animals for commercial purposes without the written approval of the developer.

14. No topsoil removal other than for landscaping and or home or building construction.
15. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the sub-divider, or by virtue of any judicial proceedings, the sub-divider and the owners of the land tracts in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the sub-divider shall have the right whenever there shall have been built on any tract in the subdivision, any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

The failure to enforce any right, reservation, restriction, or condition contained herein however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The validation of any court of any restriction herein contained shall not in way effect any other restrictions but they shall remain in full force and effect.

16. Any of the restrictions herein contained may be altered, amended or canceled as to any tract upon the recording in the public records of Sequatchie County, Tennessee, of an instrument executed by D. Keith Cartwright setting forth such change.

Subject to any and all easements.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

Being a portion of the property conveyed to the grantors by deed of record in Deed Book 124, page 704, ROSCT.

1 PPM - SE - RESTRICTION WAIVER	
AVIS BARCH: 16987	
11/18/2005 - 09:29 AM	
VALUE	0.00
REVENUE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
LP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, SEQUATCHIE COUNTY

CONNIE R GREEN
REGISTER OF DEEDS

RESTRICTION AMENDMENT

This Restriction Amendment is hereby made by **D. KEITH CARTWRIGHT**, as to the following described property:

WHEREAS, in Deed Book 124, page 704, Register's Office of Sequatchie County, Tennessee, D. Keith Cartwright and wife, Rhonda M. Cartwright, conveyed to Ricky L. Wallace and wife, Scarlet L. Wallace certain property described therein; and

WHEREAS, on November 18, 2003, in Record Book 165, page 226, Register's Office of Sequatchie County, Tennessee, Ricky L. Wallace and wife, Scarlet L. Wallace conveyed to David W. Kilgore and wife, M. Yvette Kilgore, certain property described therein, same being Lot Number Nineteen (19) of Wheeler Valley Farms and depicted on the plat of Wheeler Valley Farms of record in Plat Book B, page 71, Register's Office, Sequatchie County, Tennessee; and

WHEREAS, said warranty deeds contained certain property restrictions, including a restriction set forth as number five (5), i.e., "Tracts of five (5) acres or more may be re-subdivided to incorporate separate lots containing a minimum of two (2) acres. No lot can be subdivided to a size of less than two (2) acres. Only one homesite shall be allowed per two (2) acre tract." This property restriction is hereby *amended* as to the above referenced property (Lot 19), as follows: "Tracts of five (5) acres or more may be re-subdivided to incorporate separate lots containing a minimum of one (1.00) acre. No lot can be subdivided to a size of less than one (1.00) acre. Only one homesite shall be allowed per 1.00 acre tract." ; and

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WHEREAS, this amendment is hereby made by the undersigned under the authority of restriction number sixteen (16) in the aforementioned deeds, which gives D.

pared By
MITCHELL
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