

Document #
0005002

Book Page
0976 0046

FILED
WILKES COUNTY NC
05/17/2005 3:15 PM
RICHARD L. WOODRUFF
Register Of Deeds
By: *R. Woodruff* Deputy/Asst.

WILKES COUNTY

AMENDMENT TO COVENANTS,
CONDITIONS AND RESTRICTIONS

STATE OF NORTH CAROLINA

WHEREAS, the developer, Towi A Wi Plantation, LLC, a Florida limited liability company, heretofore placed certain Restrictive Covenants on record for real property known as Chestnut Mountain Farms, which were duly recorded in Book 973, Page 040 of the Wilkes County Registry;

AND WHEREAS, the said Restrictive Covenants apply to all real property shown on the plat recorded in Plat Book 10, Pages 127-130 of the Wilkes County Registry;

AND WHEREAS, the said plat has been re-recorded for the purpose of correcting the name of the subdivision to reflect the actual name "Chestnut Mountain Farms", as shown in Plat Book 10, Page ~~142~~¹³⁹ of the Wilkes County Registry;

AND WHEREAS, the Developer is desirous of amending the said Restrictive Covenants to include the re-recorded plat of "Chestnut Mountain Farms" being all that real property shown on Plat Book 10, Page ~~142~~¹³⁹ of the Wilkes County Registry.

NOW, THEREFORE, the Developer hereby amends the said Restrictive Covenants for Chestnut Mountain Farms to include all that real property shown on Plat Book 10, Page ~~142~~¹³⁹ of the Wilkes County Registry, thereby subjecting said real property to all those said Restrictive Covenants previously recorded in Book 973, Page 40 of the Wilkes County Registry. Except as amended herein, the said Restrictive Covenants for Chestnut Mountain Farms remain unchanged, and in full force and effect.

IN WITNESS WHEREOF, TOWI A WI PLANTATION, LLC, a Florida limited liability company, has caused this Declaration to be executed by its managing members, this the 05 day of May, 2005.

TOWI A WI PLANTATION, LLC a limited liability company

By: [Signature]
Timothy S. Ritch, Member-Manager

By: [Signature]
Gregory G. Boree, Member-Manager

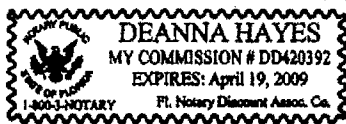
STATE OF Florida
COUNTY OF Duval

I, a notary public, in and for the aforesaid state and county, do hereby certify that Timothy S. Ritch and Gregory G. Boree personally appeared before me this day and acknowledged that they are Member-Managers of TOWI A WI Plantation, LLC, a Florida limited liability company, and that by authority duly given and as an act of the limited liability company, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this 05 day of May, 2005.

My Commission Expires: 4/19/09

[Signature]
Notary Public



NORTH CAROLINA WILKES COUNTY

The foregoing certificate of Deanna
Hayes is certified to be correct

Richard L. Woodruff
Register of Deeds

By: [Signature]
Deputy/Ass't Register of Deeds

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**FILED
WILKES COUNTY
RICHARD L. WOODRUFF
REGISTER OF DEEDS**

FILED Nov 28, 2005
AT 02:39:52 pm
BOOK 00993
PAGE 0057
INSTRUMENT # 12764

STATE OF NORTH CAROLINA

**SECOND AMENDMENT TO COVENANTS
CONDITIONS AND RESTRICTIONS**

COUNTY OF WILKES

This Second Amendment To Covenants, Conditions And Restrictions is made this the ____ day of November, 2005, by Towi A Wi Plantation, LLC, a Florida limited liability company, hereinafter called the "Developer".

WHEREAS, the Developer previously placed certain Restrictive Covenants on that certain real property known as Chestnut Mountain Farms, which Restrictive Covenants were recorded on April 15, 2005 at Book 973, Page 40 of the Wilkes County Registry; and,

WHEREAS the aforementioned Restrictive Covenants apply to all real property shown on the plats recorded in Plat Book 10, Pages 127 through 130 (which plats were re-recorded in Plat Book 10, Pages 139 through 142) and Plat Book 10, Pages 187 through 193; and,

WHEREAS, Article IX of the aforementioned Restrictive Covenants contain a Right of First Refusal reserved unto Developer; and,

WHEREAS, the Developer wishes to waive any Right of First Refusal contained in Article IX of the aforementioned Restrictive Covenants.

NOW THEREFORE, the Developer hereby amends the Restrictive Covenants to delete in its' entirety Article IX of the Restrictive Covenants from the Restrictive Covenants such that no Right of First Refusal remains unto Developer.

Except as referenced above, all other provisions of the Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, Towi A Wi Plantation, LLC, a Florida limited liability company has caused this Second Amendment to Covenants, Conditions and Restrictions to be executed by its managing members, this the 25 day of November, 2005

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TOWI A WI PLANTATION, LLC
a Florida limited liability company

By: Timothy S. Ritch (szal)
Timothy S. Ritch, Member-Manager

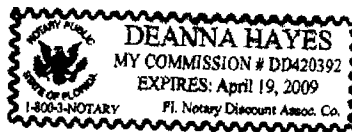
STATE OF Florida
COUNTY OF Duval

I, Deanna Hayes a Notary Public, in and for the aforesaid state and county, do hereby certify that Timothy S. Ritch personally appeared before me this day and acknowledged that they are Member-Managers of Towi A Wi Plantation, LLC, a Florida limited liability company, and that by authority duly given and as an act of the limited liability company, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 25 day of November, 2005.

Deanna Hayes
Notary Public

My commission expires: 4/19/09



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**FILED
WILKES COUNTY
RICHARD L. WOODRUFF
REGISTER OF DEEDS**

FILED Nov 28, 2005
AT 02:42:08 pm
BOOK 00993
PAGE 0058
INSTRUMENT # 12765

STATE OF NORTH CAROLINA

**THIRD AMENDMENT TO COVENANTS
CONDITIONS AND RESTRICTIONS**

COUNTY OF WILKES

This Third Amendment To Covenants, Conditions And Restrictions is made this the 25 day of November, 2005, by Towi A Wi Plantation, LLC, a Florida limited liability company, hereinafter called the "Developer".

WHEREAS, the Developer previously placed certain Restrictive Covenants on that certain real property known as Chestnut Mountain Farms, which Restrictive Covenants were recorded on April 15, 2005 at Book 973, Page 40 of the Wilkes County Registry; and the Developer amended said restrictions on November 28, 2005 at Book 993, Page 57;

WHEREAS the aforementioned Restrictive Covenants apply to all real property shown on the plats recorded in Plat Book 10, Pages 127 through 130 (which plats were re-recorded in Plat Book 10, Pages 139 through 142) and Plat Book 10, Pages 187 through 193; and,

NOW THEREFORE, the Developer hereby amends the Restrictive Covenants to add in their entirety Article I through Article V below as if fully set out in the original Restrictive Covenants:

Article I

No Lot or Lots within the Development shall be used for the establishment of a hunt club and no property within the Development shall be leased for the purpose of hunting. Hunting is not allowed and no firearm shall be discharged within the Development as shown on the recorded plats of the Development.

Article II

Any lot that exercises it's right to a view easement on another lot must keep the view easement area free of any and all debris. Debris from the cutting of trees and shrubs must be cleaned up and removed within 5 days of the cutting.

Article III

Animals may be kept on any Lot or in any dwelling, but restricted as follows:

1. No more than three dogs per dwelling. All dogs shall be kept in a fenced area within the boundaries of the owner's property, or kept on a leash or under the direct control of its owner.
2. Other common household pets must be kept inside at all times.
3. Noisy or uncontrolled pets must be removed from the Property.
4. No animals may be kept for commercial or breeding purposes.
5. Horses are permitted with no more than 1 horse per acre of field area on any one lot. Barns must be approved by the Architectural Review Committee.
6. No large tamed 'wild animal' will be permitted to be kept within the development.
7. No swine, livestock or poultry may be raised or bred on any lot.

The Property Owners' Association may grant variances from this restriction upon written application from an Owner.

Article IV

No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried on upon any Lot. It is permissible to operate a home-based business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express or similar express carrier per day. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailers or mobile homes may be stored or regularly parked on any Lot. No junk or unsightly vehicles of any type or description or unsightly buildings may be placed upon any Lot. Home-based businesses shall be allowed to store small inventories within the residence or enclosed out building situated on the Lot. No advertisements or signage of any kind will be permitted on any Lot for home-based businesses.

Article V

This development is not a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, including a tent, provided the camping equipment is not left on any Lot for more than seven (7) out of any thirty (30) day period and is not in violation of any local ordinance. Permanent dwelling in any type of camping equipment is strictly forbidden.

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EXCEPT as referenced above, all other provisions of the Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, Towi A Wi Plantation, LLC, a Florida limited liability company has caused this Second Amendment to Covenants, Conditions and Restrictions to be executed by its managing members, this the 25 day of November, 2005

TOWI A WI PLANTATION, LLC
a Florida limited liability company

By: *Tim Ritch* (seal)
Timothy S. Ritch, Member-Manager

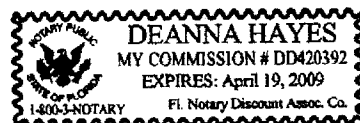
By: *Gregory G. Boree* (seal)
Gregory G. Boree, Member-Manager

STATE OF Florida
COUNTY OF Duval

I, Deanna Hayes a Notary Public, in and for the aforesaid state and county, do hereby certify that Timothy S. Ritch and Gregory G. Boree personally appeared before me this day and acknowledged that they are Member-Managers of Towi A Wi Plantation, LLC, a Florida limited liability company, and that by authority duly given and as an act of the limited liability company, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 25 day of November, 2005.

Deanna Hayes
Notary Public



My commission expires: 4/19/09

0999
0109
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**FILED
WILKES COUNTY
RICHARD L. WOODRUFF
REGISTER OF DEEDS**

FILED Feb 08, 2006
AT 01:28:55 pm
BOOK 00999
PAGE 0109
INSTRUMENT # 01362

**AMENDMENT TO CHESTNUT MOUNTAIN FARMS DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**

WILKES COUNTY

STATE OF NORTH CAROLINA

Whereas the developer, **TOWI A WI PLANTATION, LLC**, a Florida limited liability company heretofore recorded that certain Chestnut Mountain Farms Declaration of Protective Covenants, Conditions and Restrictions for real property known as Chestnut Mountain Farms, which was duly recorded in Book 973 Page 40 of the Wilkes County, North Carolina Registry as amended by those certain Amendments to Covenants, Conditions and Restrictions recorded in Book 976 Page 46, Book 993 Page 57 and Book 993 Page 58 of the Wilkes County, North Carolina Registry (collectively, the "Declaration");

And whereas the said Declaration applies to all real property shown on the plat recorded in Plat Book 10 Pages 127-130 and re-recorded in Plat Book 10 Pages 139-142 and also the real property shown on the plat recorded in Plat Book 10 Pages 187-193, all of the foregoing being in the Wilkes County Registry (collectively, the "Property").

AND WHEREAS, the Developer is the owner of real property located adjacent to the Property, as more particularly described in Exhibit A attached hereto (the "Additional Property").

AND WHEREAS, pursuant to Article II of the Declaration, the Developer is desirous of amending the Declaration to make the Additional Property subject to the terms of the Declaration.

NOW, THEREFORE, the Developer hereby amends the Declaration for Chestnut Mountain Farms to include the Additional Property as part of the Property, and thereby subjects the Additional Property to all of the terms, conditions, covenants and easements of the Declaration and to grant to the Additional Property all of the rights and easements as set forth in the Declaration. Except as amended herein, the Declaration remains unchanged and in full force and effect.

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Exhibit "A"

That certain 743.058 acre tract of land as shown on Boundary Plat of the Property of TOWI A WI Plantation, LLC by Tennessee Land Surveying Co. dated November 28, 2005 and recorded December 7, 2005 at 11:40 AM in Book 10, Page 203, of the Wilkes County Registry.

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**FILED
WILKES COUNTY
RICHARD L. WOODRUFF
REGISTER OF DEEDS**

FILED Mar 14, 2006
AT 02:33:40 pm
BOOK 01002
PAGE 0047
INSTRUMENT # 02602

STATE OF NORTH CAROLINA

COUNTY OF WILKES

**FOURTH AMENDMENT TO COVENANTS
CONDITIONS AND RESTRICTIONS**

This Fourth Amendment To Covenants, Conditions And Restrictions is made this the 14th day of March, 2006, by Towi A Wi Plantation, LLC, a Florida limited liability company, hereinafter called the "Developer".

WHEREAS, the Developer previously placed certain Covenants, Conditions and Restrictions on that certain real property known as Chestnut Mountain Farms, which Covenants, Conditions and Restrictions were recorded on April 15, 2005 at Book 973, Page 40 of the Wilkes County Registry; and,

WHEREAS certain Amendments To Covenants, Conditions and Restrictions for the aforementioned real property were recorded in Book 976, Page 46; Book 993, Page 57 and Book 993, Page 58, all of the Wilkes County Registry; and,

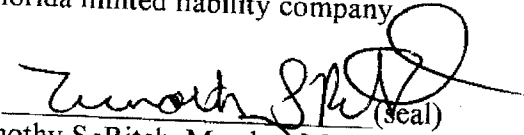
WHEREAS, the aforementioned Covenants, Conditions and Restrictions provide that the Developer can subject additional real property to the Covenants, Conditions and Restrictions.

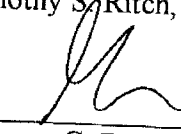
NOW THEREFORE, the Developer hereby amends the aforementioned Covenants, Conditions and Restrictions to subject Section II, Phase I of Chestnut Mountain Farms as shown on those certain Plat(s) recorded in Plat Book 10, Page(s) 231-245 of the Wilkes County Registry to the provisions of the Covenants, Conditions and Restrictions for Chestnut Mountain Farms as recorded in Book 973, Page 40, Wilkes County Registry as well as the Amendments recorded in Book 976, Page 46; Book 993, Page 57 and Book 993, Page 58, all of the Wilkes County Registry and any future Amendments as may be properly executed.

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IN WITNESS WHEREOF, Towi A Wi Plantation, LLC, a Florida limited liability company has caused this Fourth Amendment to Covenants, Conditions and Restrictions to be executed by its managing members, this the 14th day of March, 2006

TOWI A WI PLANTATION, LLC
a Florida limited liability company

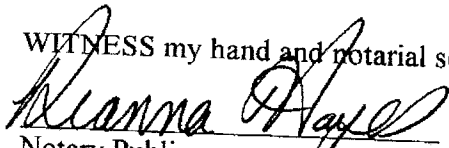
By:  (seal)
Timothy S. Ritch, Member-Manager

By:  (seal)
Gregory G. Boree, Member-Manager

STATE OF Florida
COUNTY OF Duval

I, Deanna Hayes a Notary Public, in and for the aforesaid state and county, do hereby certify that Timothy S. Ritch and Gregory G. Boree personally appeared before me this day and acknowledged that they are Member-Managers of Towi A Wi Plantation, LLC, a Florida limited liability company, and that by authority duly given and as an act of the limited liability company, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 14th day of March, 2006.


Notary Public

My commission expires: 4/19/09

