

# DECLARATION OF RESTRICTIVE COVENANTS

FOR

## INDIAN TRAIL ESTATES, PHASE II

This Declaration dates this 25 day of November 2005, made by:  
**The Mantria Group, LLC**, ("Developer").

### WITNESSETH:

**WHEREAS**, Developer is the Owner of an option to purchase agreement with full development rights to all of the lots located in Indian Trail Estates, a subdivision according to the plat thereof, recorded in Plat Book 04b1, pages 168, Register's Office, Van Buren County, Tennessee ("Subdivision"), and desires to place restrictions and protective covenants as hereafter described upon the Subdivision and the real property described in and at said Plat Book 04b1, pages 168, Register's Office, Van Buren County, Tennessee, which Plats and real property described therein, are attached hereto and incorporated herein by reference thereto, it being the intent of Developer to encumber said real property described in said plats with these restrictive covenants; and.

**WHEREAS**, Developer is given the power to so encumber said Subdivision with these restrictive covenants by and under that certain instrument of record in Book, RB24, page 52, Register's Office, Van Buren County, Tennessee.

**NOW, THEREFORE**, Developer declares that each lot in the Subdivision shall be owned, used, transferred, conveyed and occupied, subject to the covenants and restrictions herein set forth ("Protective Covenants") as follows:

1. **RESIDENTIAL USE:** The lots shall be for residential purposes only, and no trade or business of any kind may be conducted in or from such lots, including business uses and ancillary to a primary residential use; provided the owner or occupant residing in the improvement or improvements on such lots may conduct ancillary business activities in said improvement or improvements for so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, smell or sound, from the exterior of the improvement or improvements; (b) the business activity does not involve persons coming on to the lot or lots who do not reside on the lot or lots or door-to-door solicitation of owners or occupants of the lots; (c) the business activity is not in violation of any applicable zoning requirements for the lot or lots; and (d) the business activity is consistent with the residential character of the lots and does not constitute a nuisance or a hazardous or offensive use, or threaten the security of safety of the owners or occupants of the lots. Under no circumstances shall any improvement or improvements on said lot or lots be used as a hotel/motel; provided, however, the owner of any lot or lots may rent or lease his or her residential dwelling on such lot or lots for a period of time consisting of Seventy Two (72) hours or greater. No billboards or advertising signs shall

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be erected on any lot, except signs as may be reasonably required by Developer for sale of said lot or lots. Nothing in this section shall be construed to prohibit the Developer from conducting business activities in residential areas in furtherance of its sales program.

The one exception to this covenant will be for Lot #17 (as marked on our Preliminary Plat and is subject to change due to renumbering of lots), which sits at the corner of Rocky River Road and Cemetery Road. This lot will be used as a commercial lot for the purpose of providing all Indian Trail Estates, Phase II lot owners a Trading Post/General Store where they will be able to purchase convenience items.

2. **RUSTIC DWELLING:** All homes/dwellings within the Indian Trail Estates, Phase II, Exclusive Rustic Planned Community shall be of a natural, wood or stone, décor. For example, log homes, either standard or conventional, wood-framed homes with a stone façade, log homes with a stone façade, cabins and other home types in these categories are permitted. All homes in Indian Trail Estates must retain a natural, rustic, décor that accents the surrounding property in order to make the development more exclusive and community oriented. All homes will be built to each individuals own suitability and liking. In simple terms, we are not going to have any "cookie-cutter" designs as all designs will be original unless the land owner chooses to build a home that another land owner has built or has contracted to be built. The Mantria Group, LLC has contracted with Master Builder, Junior Wilson of J&G Development Co., to work with all individual land owners to come up with the most optimal design for all rustic homes. If the land owner would like to build their own house or have another home builder build one – this is permitted. In these instances, the land owner must present to the Indian Trail Estates Architectural Committee the site plans for their proposed home. The Architectural Committee will work with the land owner and their home builder to build a home that meets our Architectural Guidelines, while still maintaining the features that the land owner desires. Please ask your Sales or Marketing Associate for a copy of the Architectural Guidelines. PLEASE NOTE: It is not required that the land owners build a home or dwelling on their property.
3. **SIZE OF DWELLING:** No permanent dwelling shall be permitted on any lot, which has less than one thousand five hundred (1,500) square feet of living space exclusive of open porches, garages, or carports. Trailers and mobile homes, single or doublewide, are not permitted.
4. **SETBACKS:** All buildings will be set back at least fifty (50) feet from the front line of the property; twenty five (25) feet from the rear line; and twenty five (25) feet from the interior of the side lines. If a residential building is erected on more than one (1) lot, the setback restrictions referred to herein shall apply only to the extreme side lines of the combined lots.
5. **FRONT LOT SETBACKS:** All buildings built on lots that have an immediate right of way and/or easement to Rocky River Road will be set back at least one hundred (100) feet from the front line of the property; twenty five (25) feet from the rear line; and twenty five (25) feet from the interior of the side lines. If a residential building is erected on more than one (1) lot, the setback restrictions referred to herein shall apply only to the extreme side lines of the combined lots.

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6. **NUMBER OF DWELLINGS:** No more than one (1) residential dwelling shall be allowed on each lot. Outbuildings or accessory buildings, such as a garage, servants quarters, guest house, and storage buildings, shall be permitted upon a lot for which a residential dwelling exists or is under construction; provided that said outbuildings and/or outbuildings intended as a servants quarters or guest quarters are occupied by either servants employed on the premises or temporarily as guests, and are not occupied as rental units by non-servant or non-guest occupants. Further, guest quarters, servants quarters, and guest apartments are permitted within a residential dwelling or as an attachment thereto, provided said apartment and/or quarters are occupied by servants employed on the premises or temporarily by guests, and are not occupied as rental spaced by non-servant or non-guest occupants.
7. **SATELLITE DISHES:** No satellite dish over the height of two (2) feet tall shall be permitted on the property. All house mounted or yard mounted satellite dishes under the height of two (2) feet tall shall be permitted on the owner's lot or lots.
8. **TEMPORARY STRUCTURES AND TRAVEL TRAILERS:** No structures of a temporary character or any travel trailer, tent, shack, garage, barn or other outbuilding shall be used on the property at any time as a residence, either temporarily or permanently, except that Developer may give prior written consent to permit a travel trailer or camper to be used as a temporary dwelling during the construction of a permanent dwelling for a period of one (1) year. So long as the same are not used as a permanent residence, are parked behind the house and are not visible from any road, a tent, camper, travel trailer, or motor home may be used as a temporary vacation residence provided that the use does not exceed the weekends (Friday evening through Sunday evening) and holidays, plus 10 week days per calendar month; further, the tent, camper, and motor home shall be removed at the termination of each temporary vacation. In no case, however shall such temporary vacation use exceed fourteen (14) days per calendar year.
9. **LIVESTOCK:** No lot shall be used for commercial livestock or poultry breeding, boarding, or raising. Dogs, cats, or other household pets are permitted, providing they are on leashes when outside and are not kept, bred, or maintained for commercial breeding purposes and are kept under the control of the occupant at all times. Horses and cattle may occupy any lots in small numbers (maximum rate one (1) animal per two (2) pastured acres) for the personal use and enjoyment of the occupant and provided they are not a nuisance to adjoining owners. The quarters and care of all pets must strictly comply with applicable health and sanitation regulations. No swine, of any type, shall be permitted to occupy any portion of a lot.
10. **NUISANCE:** No lot shall be maintained nor shall activity be carried upon any Lot, which is an annoyance. No immoral, improper or unlawful use shall be made of the property, and each owner shall comply with all valid laws, zoning ordinances and regulations of all government agencies having jurisdiction thereof.
11. **PROPERTY MAINTENANCE:** All lots and improvements thereon shall, at all times, be maintained in a clean and neat condition. No lot shall be used for a junk yard, dumping ground, or for the accumulation of garbage or other refuse, foul smelling matter, or other uses which would be detrimental to the comfort, health and safety of the inhabitants of the surrounding area. All vacant lots shall be kept free of any accumulation of trash and other material which would constitute a fire hazard or render the lot unsightly.

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12. **SEPTIC AND WATER:** No privy or outside toilet facility shall be constructed or maintained on any lot. Septic tanks, sewage disposal systems and drinking water facilities shall conform to all requirements established by state and local rules and regulations.
13. **SIGNAGE:** For so long as Developer owns one lot in the subdivision, no real property "For Sale" signs are permitted on any lot other than the signs of the Developer. If lot owner wishes to re-sell the lot, Developer will furnish Lot owner with a customized Indian Trail Estates "For Sale" sign. Lot owner must contact the Homeowner's Association to obtain a "For Sale" sign which will be paid for by the Developer.
14. **VEHICLES:** No trashed, junked, or unlicensed automotive vehicles shall be kept on any lots and all inoperative automotive vehicles shall be repaired within thirty (30) days.
15. **TERM:** These covenants are real covenants running with the land and shall be binding and shall inure to the benefit of all purchasers and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of twenty (20) years each unless terminated as provided under Tennessee Law.
16. **VIOLATION:** The violation of these Protective Covenants shall grant Developer, or any owner, in addition to all other remedies, the right to bring legal or equitable action to enjoin such violation or compel compliance with the terms hereof. All costs of such litigation, including reasonable attorney's fees to the prevailing party's attorney, shall be paid by the owner found to be in violation.
17. **AMENDMENT, RELEASE AND WAIVER:** This Declaration may be amended at any time to change, alter or rescind any of the Protective Covenants by written amendment executed by the then owners of not less than two-thirds (2/3rds) of the lots; provided, that no amendment shall be effective without Developer's written consent. For a period of thirty (30) years, the Developer reserves the exclusive right, without the consent of any owner, to release, in writing, any of the Protective Covenants, to amend the Protective Covenants in whole or in part, or grant a waiver, in writing, of a violation thereof.
18. **RESUBDIVISION:** Resubdivision of lots is permitted as long as the lot or lots are not resubdivided into a lot smaller than 5 acres. If an occupant owns a lot smaller than 5 acres, resubdivision is prohibited, except by Developer.
19. **INVALIDATION:** Invalidation of any one of the restrictions in this declaration by judgment or court order shall not affect any of the other restrictions, which will remain in full force and effect.
20. **PARKS & CREEKS:** For a period of thirty (30) years, the Developer shall control all parks, lakes, roads, and common areas unless, or until such time as, Developer, of its own sole discretion, decides or determines to convey or transfer part or all of the same. No gasoline engines of any kind or type whatsoever are permitted in the lakes and ponds in the subdivision. Further, only owners of lots in the Subdivision, and their invitees and guests, are permitted to use the common areas, parks, lakes, ponds and facilities located therein, thereon or associated

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therewith. Absolutely no hunting is permitted on or in the Subdivision; further, discharging of firearms or weapons of any type or kind whatsoever is strictly prohibited.

21. **TREES:** With regard to each lot in the Subdivision, the owner of said lot may remove the standing or growing timber there but must retain, without cutting or destroying the same, at least 50 percent or all standing timber upon said lot as the same existed at the time of purchase from Developer.
22. **MISCELLANEOUS:** No trucks or vehicles weighing in excess of one (1) ton may be parked within the Subdivision, including all of its roads and common property, without prior written consent of the Developer. The only flags of any kind or type whatsoever permitted to be flown or displayed on or within the Subdivision is the sovereign flag of the United States of America.

IN WITNESS WHEREOF, this instrument has been executed by Developer one the  
day and year first written above  
BK/PG:RB24/52-56

06000664

5 PGS : AL - DECLARATION OF RESTRICTI	
LINDA BATCH: 2823	
03/10/2006 - 03:00 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, VAN BUREN COUNTY

LINDA L. SIMMONS  
REGISTER OF DEEDS

State of Tennessee  
County of Van Buren

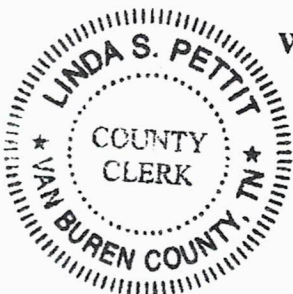
THE MANTRIA GROUP, LLC  
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By:

Troy Wragg, President & CEO

Before me, the undersigned authority, a Witness for this Declaration signing, in the State and County listed above and on the date listed below, personally appeared **Troy Wragg**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President & CEO of **The Mantria Group, LLC, a Delaware Limited Liability Corporation**, and that he as such President & CEO, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President & CEO.

WITNESS my hand this 10th day of March, 2006



Neva S Hale

WITNESS SIGNATURE

personally appeared before me  
Troy Wragg, showing PA. DL. and  
ID. signed above document on the

10th day of March 2006.

Commission  
date:

BK/PG:RB24/52-56

Linda Pettit, Van Buren Co Clerk 03/31/2006

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