

60' ROADWAY

NE 1/4 OF NW 1/4

342.32'

S 00°05'17" W

IRON SET

P.O.B.

201.17'

S 00°05'17" W

IRON FOUND

S 89°55'04" W

648.85'

3.00± ACRES

649.79'

N 89°55'04" E

IRON FOUND

N 00°15'50" W
FENCE
163.63'

N 07°03'13" W
12.85'

N 03°55'19" E
24.85'

4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 4 EAST, ST. CLAIR COUNTY, ALABAMA, MORE
 LOWS: FROM THE NORTHWEST CORNER OF SAID NE 1/4 OF NW 1/4, THENCE N1°08'24"E, 535.04
 TH RIGHT OF WAY OF COUNTY ROAD 24; THENCE S79°11'20"E, 638.13 FEET ALONG SAID RIGHT OF
 WAY RUN ALONG EAST RIGHT OF WAY OF 60' ROADWAY AS FOLLOWS: S7°11'W, 272.68 FEET;
 AND A CHORD BEARING OF S4°29'27"E, 167.57 FEET; S0°05'17"W,
 HE POINT OF BEGINNING; THENCE CONTINUE S0°05'17"W, 201.17 FEET ALONG SAID RIGHT OF WAY;
 N89°55'04"E, 649.79 FEET TO A FENCE; THENCE ALONG SAID FENCE AS FOLLOWS: N3°55'19"E, 24.85
 N89°55'04"E, 649.79 FEET TO AN IRON SET. THENCE LEAVING SAID FENCE RUN S89°55'04"W, 648.85 FEET

IRON
FOUND

N 89°55'04" E

A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 4 EAST, ST. CLAIR COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID NE 1/4 OF NW 1/4, THENCE N1°08'24"E, 535.04 FEET ALONG A FENCE TO THE SOUTH RIGHT OF WAY OF COUNTY ROAD 24; THENCE S79°11'20"E, 638.13 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID HIGHWAY RUN ALONG EAST RIGHT OF WAY OF 60' ROADWAY AS FOLLOWS: S7°11'W, 272.68 FEET; A CHORD BEARING OF S0°56'35"E AND A CHORD DISTANCE OF 169.71 FEET; A CHORD BEARING OF S4°29'27"E, 167.57 FEET; S0°05'17"W, 342.32 FEET TO AN IRON SET AND THE POINT OF BEGINNING; THENCE CONTINUE S0°05'17"W, 201.17 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID ROAD RUN N89°55'04"E, 649.79 FEET TO A FENCE; THENCE ALONG SAID FENCE AS FOLLOWS: N3°55'19"E, 24.85 FEET; N7°03'13"W, 12.85 FEET; N0°15'50"W, 163.63 FEET TO AN IRON SET; THENCE LEAVING SAID FENCE RUN S89°55'04"W, 648.85 FEET TO THE POINT OF BEGINNING. CONTAINING 3.0 ACRES MORE OR LESS.

STATE OF ALABAMA
ST. CLAIR COUNTY

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

ACCORDING TO A SURVEY MADE BY ME ON THE 22ND DAY OF JANUARY, 2002.

ASHVILLE LAND SURVEYING, L.L.C.
P.O. BOX 728, ASHVILLE AL 35953
TELEPHONE (205) 594-7114

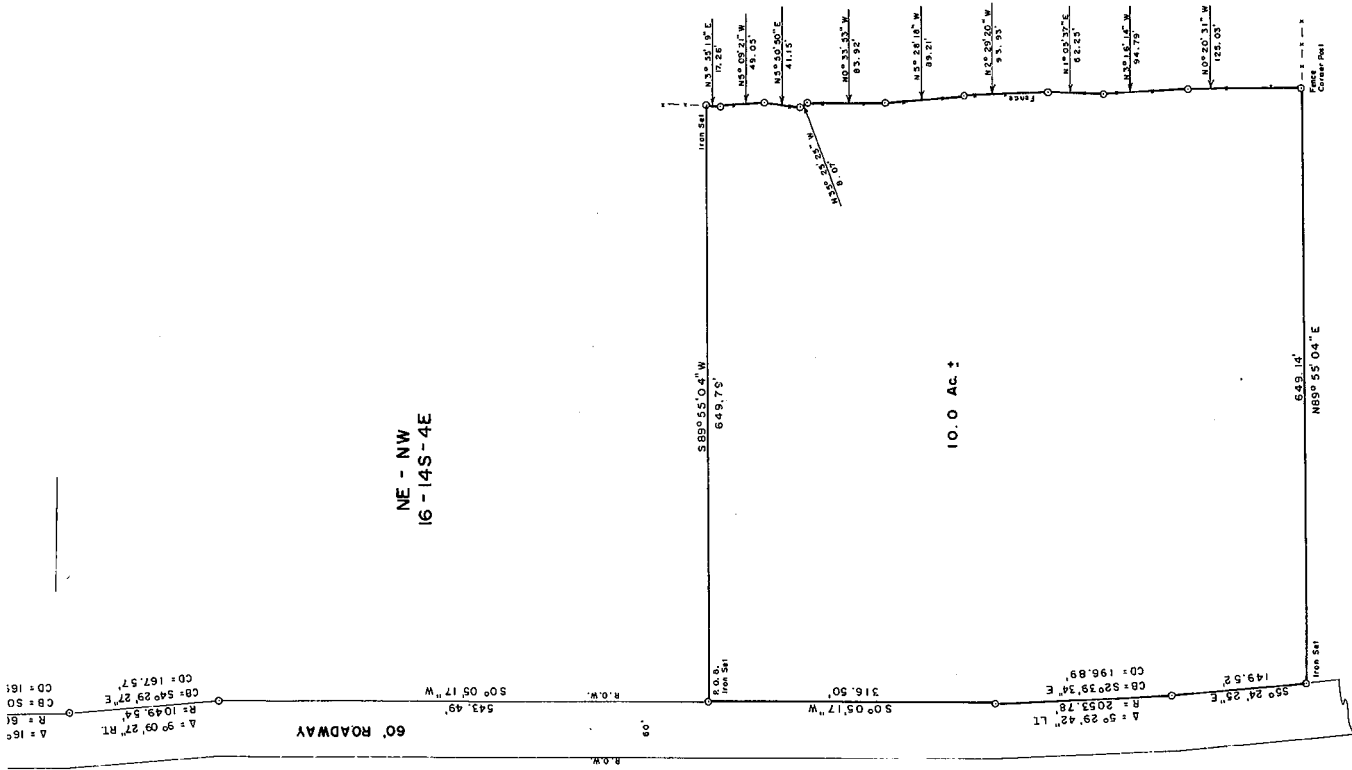


BY: *Terry L. Gilliland*
TERRY L. GILLILAND, ALA. L.S. NO. 13408

KEI	
DRAWN	DATE
S.G.	01/2
APPROVED	DATE
T.L.G.	
DATE	

St. Clair
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having a
ring of
iron set
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203.78 feet
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N5°50'50"E,
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± 10.0 acres

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DESCRIPTION

A part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 16, Township 14 South, Range 4 East, St. Clair County, Alabama, more particularly described as follows: From the northwest corner of said NE $\frac{1}{4}$ of NW $\frac{1}{4}$, thence N1°08'24"E, 535.04 feet along a fence to the south right of way of County Road No. 24; thence S79°11'20"E, 638.13 feet along said right of way; thence leaving said highway run along the east right of way of a 60' Roadway as follows: S7°11'W, 272.68 feet; southerly along the arc of a curve concave easterly, having a radius of 600.29 feet with a central angle of 16°15'10" left and a chord bearing of S0°56'35"E and a chord distance of 169.71 feet; southerly along the arc of a curve concave easterly, having a radius of 1049.54 feet with a central angle of 9°09'27" right and a chord bearing of S4°29'27"E and a chord distance of 167.57 feet; S0°05'17"W, 543.49 feet to an iron set and the point of beginning; thence along said right of way as follows: S0°05'17"W, 316.50 feet; southerly along the arc of a curve concave easterly, having a radius of 2053.78 feet with a central angle of 5°29'42" left and a chord bearing of E 82°39'34"E and a chord distance of 196.89 feet; S5°24'25"E, 149.52 feet to an iron set; thence leaving said road run N89°55'04"W, 649.14 feet to a fence corner post; thence along said fence as follows: N0°20'31"W, 125.03 feet; N3°16'14"W, 94.79 feet; N1°05'37"E, 62.25 feet; N2°29'20"W, 93.93 feet; N5°28'18"W, 89.21 feet; N0°33'53"W, 83.92 feet; N35°25'25"W, 8.07 feet; N5°50'50"E, 41.15 feet; N5°09'21"W, 49.05 feet; N3°55'19"E, 17.26 feet to an iron set; thence leaving said fence run S89°55'04"W, 649.79 feet to the point of beginning. Containing 10.0 acres more or less.

STATE OF ALABAMA
ST. CLAIR COUNTY

I hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama to the best of my knowledge, information and belief.

According to a survey made by me on the 21st day of April, 2000.

ASHVILLE LAND SURVEYING, L.L.C.
P.O. Box 728, Ashville AL 35953
Telephone (205) 594-7114

By: _____
Terry L. Gilliland, Ala. L.S. No. 13408

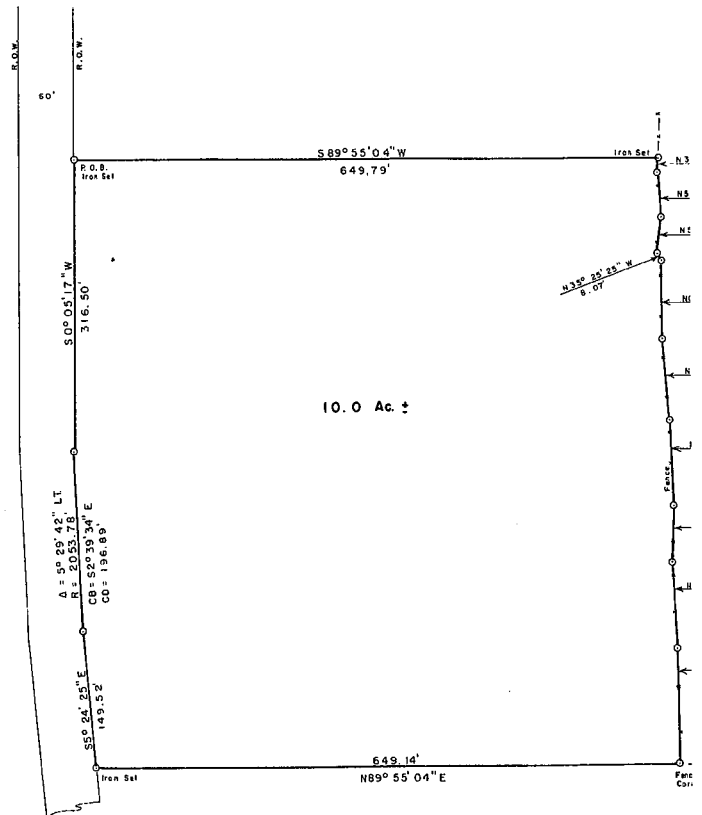


EXHIBIT "B"

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COPY

STATE OF ALABAMA
ST. CLAIR COUNTY

2000 2015
Recorded in the Above
DEED Book & Page
04-25-2000 11:20:36 AM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

**POPLAR SPRINGS FARMS
PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Land Investment Group, L.L.C. is the owner of the following described property:

Poplar Springs Farms as recorded in Volume 2000, Page 850 and Volume 2000, Page 852
Probate Office, St. Clair County, Ashville, Alabama.
(See attached Exhibit "A")

NOW THEREFORE, the undersigned, Land Investment Group, L.L.C. does hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all tracts within the above described property:

1. Membership in Poplar Springs Farms Property Owners Association is automatic upon the vesting of title of the individual lot in Owner. The Association shall govern itself in accordance with its By-Laws and General Statutes of the State of Alabama.
2. Property is restricted to residential use only.
3. All homes must be completed within one (1) year from the beginning of construction.
4. Mobile homes or modular homes are not permitted.
5. Dwellings must have a minimum of 1800 square feet of heated floor area.
6. All outbuildings must complement the dwelling pertaining to color scheme and building materials.
7. No residence shall be located on any tract nearer than 100 feet from the front property line, 30 feet from any side property line, or 100 feet from the back property line. No barn or outbuilding shall be located nearer than 300 feet from front property line or 30 feet from side property lines.
8. All driveway pipes must be approved by Poplar Springs Property Owners Association.
9. No camper, tent, shack, garage, or bus erected on any tract shall, at any time, be used as a residence temporarily or permanently. However, property owners may petition Poplar Springs Property Owners Association for permission to erect barn apartment for use as non-permanent residence only.
10. Property may not be subdivided in such a manner as to make any one tract less than five (5) acres in size. If a parcel should be sold off, it will be subject to the existing restrictive covenants.
11. There shall be no more than one (1) dwelling per five acre tract.
12. There shall be NO junk yards or salvage operations of any type upon said property nor any hogs or chickens upon said property.
13. Garbage piles, junk cars, un-used building materials, or any such thing considered to be an eyesore or a detriment to the other tracts are not to accumulate on the property.
14. Developer reserves into itself, its successors and assigns, an appurtenant easement upon the land of their grantees for the purpose of installing utilities. Utilities include but are not limited to

Page 6 of 6
to [Signature]
to [Signature]
to [Signature]

easement includes the right to go upon the lands of the grantees to inspect, prepare, install, maintain, repair, or replace utilities or do any other act reasonable necessary to the enjoyment of this easement. The location of this easement shall be in the roadways, along the boundary lines or at any other place reasonable appropriate for such installation. The word "successors" and "assigns" shall mean those entities which purchase the Developer's interest in the property and which actively pursue the development of the property for profit, the Property Owners Association, or a public utility, but shall not mean those individual parties who purchase lots for residential purposes.

15. All roads except for driveways within the Poplar Springs Farms shall be easements owned by the Property Owners Association and shall be dedicated for the ingress and egress of the Association members. Maintenance of the roads shall be the responsibility of the Association. The Association shall have the right to assess its members, on a pro rata basis, for the construction, improvement and maintenance of the roads and utilities. The annual assessment shall be a permanent charge and lien upon the member's property and shall be enforceable by the Association or individual lot owner by the appropriate proceeding in law or equity. Assessments shall be established by the Board of Directors for the Association as prescribed by its By-Laws.

16. No noxious or offensive trade or activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

17. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors, and assigns and all lot and/or property owners. The invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision or restriction contained herein. Any change in these covenants shall require written consent of seventy-five percent (75%) of the owners of the property.

18. Enforcement of these covenants and restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. No property owner has any obligation to enforce any of the covenants and restrictions. Any property owner has the right to enforce said restrictions and reservations.

19. The record owner of seventy-five percent (75%) of the tracts, their heirs, administrators, executors, successors and assigns, reserve the right to modify, release, amend, void or transfer any one or more of the herein set forth restrictions on the tracts located on the property herein above described.

20. The undersigned reserves the right to amend, alter or modify the provisions of these covenants with regard to any tract or tracts in the event that the undersigned, in its sole judgment, deems such amendment, alteration or modification consistent with the restrictive intent of these covenants or if terrain features and topographical considerations render the enforcement of these covenants, in regard to any particular tract, harsh and unduly expensive to the owner, provided however, the undersigned shall have no right to waive or vary the prohibition against mobile or modular homes.

IN WITNESS WHEREOF, Land Investment Group, L.L.C. has caused this instrument to be executed this the 25th day of April, 2000.

T
P

LAND INVESTMENT GROUP, L.L.C.

Paul Kell
PAUL KELL, Manager

John Freeman
JOHN FREEMAN, Manager

Lyman Lovejoy
LYMAN LOVEJOY, Manager

2000 2016
Recorded in the Above
DEED Book & Page
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