



**AlabamaLandAgent.com**

**Land • Farms • Lake Property**

**Chad Camp  
205-478-4974**



**7 +/- ACRES**

**Ashville, AL ~ GPS 33.82415, -86.23029**

*Beautiful laying 7 Acres of Level Pasture land. Property is Poplar Springs Subdivision in Ashville Alabama. Only 10 minutes from I-59. Fronts Greensport Rd and Popular Trail a Private Road. Subdivision does have an HOA and yearly dues are \$200. Restrictions do apply.*

*From Birmingham: Go Northeast toward Chattanooga, Tennessee. Just Past Springville you'll take Ashville Exit 166. South on Hwy 231. Go around Courthouse. Left on Greensport Rd. At 4 way stop turn right and continue on Greensport. Right on Popular Trail. Property on the corner.*

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A PART OF THE SE 1/4 OF SW 1/4 AND A PART OF THE SW 1/4 OF SE 1/4 OF SECTION 9, TOWNSHIP 14 SOUTH, RANGE 4 EAST, ST. CLAIR COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SE 1/4 OF SW 1/4, THENCE  $N1^{\circ}08'24''E$ , 535.04 FEET TO THE SOUTH RIGHT OF WAY OF COUNTY ROAD NO. 24; THENCE  $S79^{\circ}11'20''E$ , 638.13 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY AS FOLLOWS:  $S79^{\circ}11'20''E$ , 692.67 FEET;  $S74^{\circ}04'24''E$ , 181.60 FEET;  $S67^{\circ}24'06''E$ , 134.83 FEET;  $S61^{\circ}52'28''E$ , 161.73 FEET; THENCE LEAVING SAID ROAD RUN  $S22^{\circ}08'22''W$ , 87.54 FEET ALONG A FENCE; THENCE LEAVING SAID FENCE RUN  $S89^{\circ}55'04''W$ , 1126.25 FEET TO THE EAST RIGHT OF WAY OF A 60' ROADWAY; THENCE ALONG SAID RIGHT OF WAY AS FOLLOWS: NORTHERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 600.29 FEET AND AN ARC LENGTH OF 120.19 FEET WITH A CHORD BEARING OF  $N1^{\circ}26'50''E$  AND A CHORD DISTANCE OF 119.99 FEET;  $N7^{\circ}11'E$ , 272.68 FEET TO THE POINT OF BEGINNING. CONTAINING 7.11 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 CURRENT REQUIREMENTS FOR THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

ACCORDING TO A SURVEY MADE BY ME ON THE 20TH DAY OF SEPTEMBER, 2002.

ASHVILLE LAND SURVEYING, L.L.C.  
17 WEST COURT ST., ASHVILLE AL 35953  
TELEPHONE (205) 594-7114



KELL F

DRAWN	DATE
SANDY	09/20/02
APPROVED	DATE
T.L.G.	
SCALE	SHEET

BY-LAWS  
OF  
POPLAR SPRINGS FARMS PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I  
IDENTITY

Section 1. These By-Laws shall govern the operation of Poplar Springs Farms Property Owners Association, Inc. for the purpose of operations, maintenance and administration Poplar Springs Farms, Alabama, pursuant to the Declaration of Covenants and Restrictions filed in connection therewith.

Section 2. The office of the Association shall be at the project or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 3. The seal of the corporation shall bear the name of the corporation, the state of incorporation, and the year of incorporation.

Section 4. All words, as used herein, shall have the same definitions as attributed to them in the Declaration of Covenants and Restrictions for Poplar Springs Farms, Alabama.

## ARTICLE II

### MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership: Membership shall be as provided in the Articles of Incorporation. The membership of each owner in the Association is appurtenant to and inseparable from his ownership. Except as provided in the Declaration, transfer of ownership, either voluntary or by operation of law, shall terminate membership and said membership shall become vested in the transferee. If ownership is vested in more than one person, then all of the persons so owning shall be members eligible to hold office, attend meetings, etc., but, as hereinafter provided, they shall have one vote per tract owned except in the case of the Developer which has two (2) votes per tract owned which shall be cast by the "voting member." If ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "voting member." Notwithstanding the foregoing, any person or entity who holds such membership merely as security for the performance of an obligation shall not be a member and such membership will remain vested in the real party in interest.

#### Section 2. Voting.

(A) Each voting member, as so defined in Article II, Section 1 and Article II, Section 5 herein, shall have one (1) vote per tract owned, except the Developer who shall have two (2) votes per tract owned, all in the manner set forth in the Declaration. A single vote is not divisible and when more than one person or entity holds a single vote, their vote shall be exercised as they among themselves determine in accordance with and subject to the provision and restriction set forth herein.

(B) A majority of the total votes cast in a duly qualified vote shall decide any question unless the Declaration, these By-Laws or the Articles of Incorporation provide otherwise.

Section 3. Quorum: Unless otherwise provided in these By-Laws, or the Articles of Incorporation, the presence in person or by proxy of twenty-five percent (25%) of the total votes shall constitute a quorum. If the required quorum is not present, subsequent meeting may be called and the required quorum at such subsequent meeting shall be one-half (1/2) of the



required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 4. Proxies: Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote. Where a lot is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife.

### ARTICLE III

#### MEETING OF THE MEMBERSHIP

Section 1. Place: All meeting of the Association membership shall be held at the Project or at such other place and time as shall be designated by the Board of Directors and stated in the notices of the meeting.

Section 2. Notices: Except as otherwise provided in the Declaration or the Articles of Incorporation, it shall be duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof, to each Owner of record at least fourteen (14) but not more forty-five (45) days prior to such meeting. Notices of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the owner as it appears on the books of the Association.

Section 3. Annual Meeting: The annual meeting shall be held each year at a date, time and place to be determined by the Board for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. At the annual meeting, the voting members shall elect by plurality vote (cumulative voting prohibited) a Board of Directors and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting: Special meeting of the members for any purpose or purposes may be called by the Board of Directors on its own initiative and shall be called upon the request in writing of voting members representing twenty-five percent (25%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meeting shall be confined to the objects stated in the notices thereof.

Section 5. Adjourned Meeting: If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 6. Informal Action: With approval of the Board of Directors, any action which may be taken at a meeting of members may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by a quorum of meeting who would be entitled to vote upon such action at a meeting and filed with the Secretary to be kept in the corporate minute book.

#### ARTICLE IV

#### DIRECTORS

Section 1. Number, Term and Qualifications: The affairs of the Association shall be governed by a Board of Directors as provided in Article V of the Articles of Incorporation. The initial terms thereof shall be as provided in the Articles of Incorporation. The term of each Director's service shall be staggered so that no more than one-third (1/3) of the total number of Directors shall be elected in any one year. Thereafter, the term of office for each Director shall be three (3) years.

Section 2. First Board of Directors: The initial Board of Directors of the Association, who shall hold office and serve for the designated terms and until their successors have been elected and qualified, are as set forth in the Articles of Incorporation.

Section 3. Removal of Directors: At any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than a majority of the total votes of all members of the Association and a successor may then there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies of Directors: If the office of Director or Directors become vacant by reason of death, resignation, retirement, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, even though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Resignation of Directors: Any Director may resign at any time by sending a written notice of such resignation to the secretary of the Association. Unless otherwise specified there in, such resignation shall take effect upon receipt thereof by the Secretary.

Section 6. Regular Meetings: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meeting shall nevertheless be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting. All Meetings of the Board of Directors, including special meeting, shall be open to all members with the exception of the discussion of personnel matters and matters covering litigation contemplated, threatened or existing.

Section 7. Special Meetings: Special Meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President, or by any Director by giving five (5) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance at any meeting shall be a waiver of notice at the time and place thereof. If all Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority present at such meetings shall be acts of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less a quorum present, the majority of those present may adjourn the

meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. A Director may join in the action of a meeting by signing and concurring in the minutes thereof.

Section 10. Compensation: The Directors shall not be compensated for their services as such directors, but may be reimbursed for payment of all necessary and reasonable expenses incurred by them in connection with their duties.

Section 11. Election Process: The nomination and election of the Board of Directors shall be as follows:

(A) Election of Board of Directors shall be written ballots as hereinafter provided. At the election, voting members may vote "For" or "Against" the person or persons appearing on the ballot for each position to be filled. If the vote is cast "For" and "Against" the same person, that vote shall not be counted.

(B) Nominations for the election to the Board of Directors may be made by a Nomination Committee. The Nominating Committee shall consist of three (3) or more members appointed by the Board of Directors and one (1) member shall be designated as chairman of the committee. The Nominating Committee shall be appointed as soon as the Board of Directors shall deem it appropriate, and shall serve until a successor Nominating Committee shall be appointed by the Board of Directors.

(C) The Nominating Committee may make as many nominations for election to the Board of Directors as it shall deem appropriate, but not less than the number of vacancies that are to be filled. Nominations may be made from among non-members as well as members as the Nominating Committee shall determine. Nominations from the Nominating Committee and from voting membership as set out herein below, shall be placed on a written ballot as hereinafter provided. Nominations from the Nominating Committee shall be made in advance of the time fixed hereinafter for the mailing of such ballots to members.

(D) Any person whether he is a member or non-member, desiring to be a candidate for a vacancy on the Board of Directors to be filled at the annual election may cause his name to appear on the ballot by presenting to the Board of Directors a Petition of Nomination signed by



the holders of at least twenty-five (25) qualified voted recommending his nomination. Said Petition shall be present to the Board of Directors in advance of the time fixed hereinafter for the mailing of the ballots to the members.

(E) All elections to the Board of Directors shall be made on written ballot which (1) describe the vacancies to be filled; (2) set forth the names of those candidates for such vacancies with spaces opposite each name with the words "For" and "Against". Such ballots shall be prepared and mailed by the secretary to the voting members at least (7) days in advance of the date designated by the Board of Directors as the date for the election. The date of the election shall be ordinarily be ten (10) days prior to the date of the annual meeting, but may be held at any time selected by the Board of Directors, and the term of office of a Directors shall be for three (3) years, or until his successor shall have been elected and shall qualified; the term shall expire upon the date of the annual meeting of members three (3) years after the election, unless a successor shall not have been elected and shall not have qualified, and in such event, he shall continue to serve until his successor is elected and shall qualify, and same shall apply to the Directors designated in the Articles of Incorporation.

(F) Ballots shall be mailed by the secretary to each voting member with a return envelope addressed to the president.

(G) Upon receipt of each ballot returned, the President shall place them in a safe place and upon the date designated by the Board of Directors as the date of the election, shall open the ballots and count same in the presence of not less than two (2) Directors appointed by the Board of Directors who, with the President, shall constitute the Election committee. In the event two (2) or more persons are candidates for a vacancy, the person receiving the greater number of affirmative votes shall be declared elected. In the event only one (1) person is a candidate for a vacancy, such person must receive more than one-half (1/2) affirmative votes of the total votes cast to fill the particular vacancy, otherwise, such fact shall be reported to the Nominating Committee and the Nominating Committee shall forthwith nominate one (1) or more persons to fill the vacancy, or vacancies, which was or were not filled at the election. The new names or name shall be placed upon a ballot and the same procedure aforesaid shall be carried out promptly. Under no circumstances will a "write in" vote or votes be counted in any election of Directors.

Section 12. Powers and Duties. The Board of Directors of the Association shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or the Declaration, Articles of Incorporation, or these By-Laws, directed to be exercised and done by Owners. These powers and duties shall specifically include, but shall not be limited to the following:

(A) To exercise all powers specifically set forth in the Declaration, Articles of Incorporation, in these By-Laws, and in any laws, ordinances or regulations applicable to the project, and all power incidental thereto.

(B) To make and determine assessments and other fees, collect said assessments and other fees, and use and expend the assessments and other fees to carry out the purposes and powers of the Association.

(C) To employ, dismiss and control at pleasure the personnel necessary for the administration, maintenance and operation of the Project, including the right and power to employ attorneys, accountants, contractors, and other professional as the need arises. Nothing contained in these By-Laws shall prohibit the employment of any member, officer or Director in any capacity whatsoever.

(D) To make enforce and amend rules and regulations respecting the operation and use of the Common Properties and the personal conduct of members, guests and others thereon.

(E) To further improve the Project, to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and to enter into agreements in connection therewith, subject to the provisions of the Declaration, Articles of Incorporation and these By-Laws.

(F) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association.

(G) To call special meeting of the meetings of the member whenever it deems necessary and it shall call a meeting at any time upon written request of the members as provide in Article III, Section 4 hereof.

Section 6. The President: The President shall be the chief executive officer/ of the Association. He shall have executive powers and general supervision over the affairs of the association and other officers. He shall sign all written contracts and perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 7. The Vice President: The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the President or the Board of Director of the Association.

Section 8. The Secretary: The Secretary shall issue notices of all Board of Directors' meeting and all meetings of the Owners and shall attend and keep the minutes thereof. He shall have charge of all of the Association books, records, and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 9. The Treasurer: The Treasurer shall:

(A) Have custody of the Association funds and Securities and shall keep full and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

(B) Disburse the funds of the Association as may be ordered by the Board of Directors, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(C) Collect the assessments and other fees due the Association and promptly report the status of such collections and of all account delinquencies to the Board of Directors.

(D) Provide relevant account status reports to potential transferees of lots on which reports the transferees may rely.



(E) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

## ARTICLE VI

### COMMITTEES

Section 1. The standing committees of the Association shall be:

- (A) The Nominating Committee
- (B) The Construction and Maintenance Committee
- (C) The Audit Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two (2) or more members and shall include a member of the Board of Directors for board contact. The committee shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominating Committee shall have the duties and functions described in Article IV hereof.

Section 3. The Construction and Maintenance Committee shall advise the Board of Directors on all matters pertaining to the construction, maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its direction, determines.

Section 4. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex-official member of the committee.

Section 5. It shall be the duty of each committee to receive complaints from members on any matter involving Association function, duties, and activities within its fields of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

## ARTICLE VII

### Finances

Section 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time and shall be withdrawn only upon checks and demands for money signed by such persons as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fidelity Bonds: All persons or firms who are authorized to sign checks or otherwise handling or responsible for Association funds shall be bonded in such amounts as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual or firm handles or has control of.

Section 3. Fiscal Year: The fiscal year for the Association shall be the calendar year, provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year, in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such times as the Board of Directors deems it advisable.

Section 4. Audits: An audit of the accounts of the Association shall be made annually. Said audit shall be prepared by such independent certified public accountant as the Board of Directors determines, and a copy of said report shall be available to the members of the Association in the office of the said Association and the Treasurer of the Association. Such report shall be available not later than three (3) months after the end of the year for which the report is made.

## ARTICLE VIII

### AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the Board of Directors, by a majority vote of a quorum present and voting, provided:

## ARTICLE X

### INDEMNIFICATIONS

The Association shall indemnify every Director and every Officer, his heirs, executors, and administrators, against all lost, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

## ARTICLE XI

### LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligation incurred under or in any way connected with the project during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of

- (1) Notice of the meeting shall contain a statement of the proposed Amendment.
- (2) Provisions of these By-Laws which are governed by the Articles of Incorporation or the Declaration may not be amend except in the manner provided therein or otherwise by applicable law.
- (3) A copy of the proposed Amendments to the By-Laws shall be mailed to the Members not less than (30) days prior to the Board of Directors meeting at which the amendments will be considered. The Members shall be given written notice of the time and place at which the meeting of the Board of Directors shall be held and such meeting shall be open to the members. Upon written application of the holders of twenty-five percent (25%) of the vote of the Members, a special meeting of the Members shall be held upon no less than ten (10) days written notices to each Member, but within thirty (30) days of the delivery of such application to the Board of Directors, at which special meeting Members may consider and revoke the amendments. Unless these By-Laws shall require a larger vote, such revocation by Members shall require a vote of a majority of Members. The Board of Directors may, in any event, propose amendments to the By-Laws at any meeting of Members or in writing and if such be approved by the Members at the meeting, or in writing, such amendments shall not thereafter be re-examined by the Members in the manner hereinafter set forth.
- (4) All such amendments shall be recorded and certified as and if required by the law and shall not become effective until so recorded where required.
- (5) Notwithstanding in foregoing, these By-Laws may only be amended with the written approval, when required, of the parties specified in the Declaration,

## ARTICLE IX

### NOTICES

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices as set forth in the Declaration.



**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

NOW THEREFORE, the undersigned, Land Investment Group, L.L.C. does hereby ~~accept~~ 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.
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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

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



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.

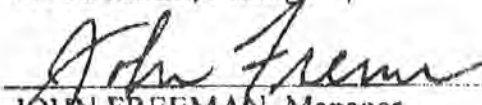
19. The record owner of seventy-five percent (75%) of the tracts, their heirs, administrators, executors, successors and assigns, reserve the right to modify, release, amend, void or transfer any one or more of the herein set forth restrictions on the tracts located on the property herein above described.

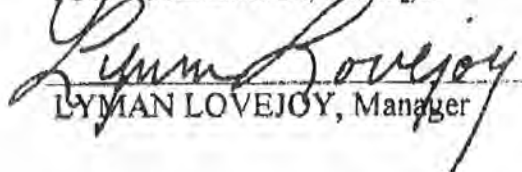
20. The undersigned reserves the right to amend, alter or modify the provisions of these covenants with regard to any tract or tracts in the event that the undersigned, in its sole judgment, deems such amendment, alteration or modification consistent with the restrictive intent of these covenants or 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 25<sup>th</sup> day of April, 2000.

LAND INVESTMENT GROUP, L.L.C.

  
PAUL KELL, Manager

  
JOHN FREEMAN, Manager

  
LYMAN LOVEJOY, Manager

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