

Prepared By:
Lee Godfrey
1343 Country Club Lane
Jackson, TN 38305

POPLAR SPRINGS RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That LEE GODFREY (hereinafter referred to as "Developer"), being, on the day hereof, the owner of all property contained in POPLAR SPRINGS, a plat of which appears in the Register's Office of Madison County Tennessee, in PLAT BOOK _____, PAGE _____, reference to which plat is hereby made, and the owner of all the lots onto which property is subdivided as shown by such Plat, and desiring to create and establish certain restrictions with respect to all of the lots in POPLAR SPRINGS, (hereinafter called "Subdivision"), and the use thereof, for the benefit and protection of the undersigned and of all persons subsequently being purchasers or owners of any such lots, and as an inducement to encourage the purchase by others of such lots, and as residential purposes, does hereby impress upon such property and upon each and all of the lots into which the same has been subdivided as provided by the plat the following covenants and restrictions:

1. All lots in the Subdivision shall be used for private, residential and agricultural purposes only.
2. "Owner" herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excluded are those having an interest in the affected lot merely as a security for the performance of an obligation.
3. **Any variance from these restrictive covenants permitted herein must be with the express prior written consent of the Developer.**
4. **Fences:** All fences shall be constructed of new materials. All fence posts, wire, boards, rails and gates shall be new. Any variance shall require the expressed written consent of the developer.
5. **Outbuildings:** Any outbuilding, barn, shed, or accessory building shall be constructed of new materials only and located behind the main dwelling. Any variance shall require the expressed written consent of the developer.
6. **Vehicle Storage:**
 - A. No inoperable or damaged vehicle shall be located on any lot unless it is completely hidden from site and stored inside a stockade type wooden fence and located behind the main dwelling or it shall be stored inside an approved, enclosed outbuilding.
 - B. Any operable vehicle larger than a pickup truck must be parked behind the main dwelling or parked in an enclosed garage or in an approved outbuilding.
 - C. All farm, agricultural, or construction equipment must be stored behind the main dwelling or in an approved outbuilding.
 - D. No trailers, boats, motorcycles, campers, or related types of vehicles or instrumentalities, shall be permitted on any lot in the subdivision, unless stored at all times behind the main dwelling or in an approved outbuilding.

7. **Prior to construction of a dwelling on a lot in the Subdivision, the owner of the lot must submit a detailed set of house plans, including the proposed site plan and materials proposed to be used in the construction, to the Developer for written approval thereof and no construction on any lot may be commenced without first obtaining said written approval of the Developer.** Once written approval has been obtained, construction on the lot must generally conform with the approved plans, and the owner may not in any way vary the materials proposed in the construction of the residence without the prior consent of the Developer. Developer may assign, transfer or terminate its rights and obligations as a Developer hereunder by execution and recording of an instrument assigning, transferring or termination such rights and obligations in the Register's Office of Madison County, Tennessee. Upon execution and recording of such instrument, Developer shall have no further obligations or rights with reference to the Subdivision as a Developer, except as stated in such instrument.

8. During the period of actual construction of a single family dwelling unit on a lot, the owner thereof shall require all primary and subcontractors and other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash and other construction debris. **Each Lot Owner, beginning with the acquisition of the lot, shall bear total responsibility for all erosion control and shall see that all environmental rules and regulations are observed. Lot Owner shall ensure his or her contractor meets these obligations if Lot Owner employs a Contractor.**

9. EXTERIOR CONSTRUCTION:

- A. Each dwelling shall have an exterior with a minimum of **80% Brick or Stone**; any other exterior material shall be specifically approved in writing by the Developer.
- B. No exterior of any dwelling shall be constructed of vinyl or aluminum siding; except that **vinyl or aluminum may be used to cover soffit and fascia**. No outside walls may be constructed of vinyl, aluminum, imitation brick or similar materials.
- C. **All Gables and Dormers must be constructed of brick, stone, vinyl or hardy board.**
- D. All outside materials must be new except that used brick, stone or ornamental objects may be used. No temporary residence or other temporary structure shall be placed on any lot. No mobile or modular homes or previously used dwelling or accessory building shall be placed in the Subdivision. No open foundations or unsightly methods of construction shall be permitted on any lot in the Subdivision. All concrete block foundations shall be covered with new or used brick, or plaster or other material as approved by the Developer.
- E. **Roof pitch** of the front of any dwelling erected in the Subdivision shall be at least **10/12**.
- F. **Roofing shingles** shall be of **true architectural type design** or a type approved by developer.
- G. All **exterior windows** of any dwelling erected in the Subdivision shall be of **wood or vinyl or clad construction**, or a material approved in writing by the Developer.
- H. Every single family dwelling erected in the Subdivision shall have a **garage** which is **fully enclosed with electrically operated doors** and of **sufficient size for at least two (2) cars**. All garages must enter from the side, no garages doors may face the road, without the expressed prior written consent of the developer.
- I. **All driveways shall be constructed of Limestone Gravel or paved with asphalt or concrete**. No other driveway material shall be used without the expressed prior written consent of the Developer. All driveway culverts and pipes must comply with local laws and ordinances.

- J. **Construction of any single family dwelling** erected on any lot in the Subdivision **shall be complete within eight (8) months** of the beginning of construction of said dwelling.
10. **Square Footage Requirements for the Main Dwelling:**
- A. **The Square Footage Requirements for Lots 101 through 108 shall be as follows:**
Except with written approval of the Developer, any dwelling erected on any residential lot shall have an **interior heated ground floor area (whether level or split) of at least 1,650 square feet**, said minimum interior ground floor area to be exclusive of all areas within open porches, breezeways, garages, and accessory buildings. A **one and one-half (1-1/2) or two (2) story dwelling may have a minimum interior ground floor area of 800 square feet** if such one and one-half (1-1/2) or two (2) story dwelling has a **total interior heated floor area (exclusive of open porches, breezeways, garages and accessory buildings) of at least 1,650 square feet.**
- B. **The Square Footage Requirements for Lots 113 through 142 shall be as follows:**
Except with written approval of the Developer, any dwelling erected on any residential lot shall have an **interior heated ground floor area (whether level or split) of at least 1,850 square feet**, said minimum interior ground floor area to be exclusive of all areas within open porches, breezeways, garages, and accessory buildings. A **one and one-half (1-1/2) or two (2) story dwelling may have a minimum interior ground floor area of 1000 square feet** if such one and one-half (1-1/2) or two (2) story dwelling has a **total interior heated floor area (exclusive of open porches, breezeways, garages and accessory buildings) of at least 1,850 square feet.**
- C. No single family dwelling unit erected on any lot in the Subdivision shall exceed two and one-half stories in height (exclusive of basement).
11. **Setbacks:**
- A. No part of any dwelling or outbuilding or accessory building on any lot in the Subdivision shall be located within **40 Feet of the Front Property Line of the lot.**
- B. No part of any dwelling or outbuilding or accessory building on any lot in the Subdivision shall be located within **15 Feet of the Side Property Line of the lot.**
- C. No part of any dwelling or outbuilding or accessory building on any lot in the Subdivision shall be located within **30 Feet of the Rear Property Line of the lot.**
- D. If there is a conflict between any setback shown on the recorded plat of the lot, then such plat setback line shall control, **unless expressly approved in writing by the Developer prior to commencement of construction.** Any variance from these setbacks must comply with all local ordinances and

planning commission regulations and be expressly approved in writing by the Developer.

12. Any television satellite receiver above 18 inch diameter installed on any lot in the Subdivision, shall be located in the rear yard of the lot and enclosed by a “stockade” type fence, unless otherwise approved by the developer in writing prior to installation.

13. **No clothes line(s)** may be placed or used on any lot, unless located behind the main dwelling.

14. **No trash containers will be permitted unless same are screened by fencing or shrubbery from public view.** All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances.

15. **No above ground pools, whether temporary or permanent, shall be placed on any lot in the Subdivision. All pools must be located behind the main dwelling and inside an approved fence.**

16. No lot in the Subdivision shall be subdivided without prior written approval of Developer.

17. The total ground area occupied by a dwelling and accessory building on any lot shall not exceed 25% of the total area of the lot.

18. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the Subdivision or other lot owners.

19. Each lot owner will be responsible for maintaining his lot in a reasonably neat condition and shall do nothing on a lot which render it unattractive, unsightly or a nuisance to the Subdivision or other lot owners.

20. Any heating or cooling system for a structure on any lot which is of a type that uses a water source heat pump, or similar device, must drain into a dry well or into a pond or lake; and shall meet all governing authorities regulations pertaining to same.

21. No item of any nature may be placed, erected, constructed, or located on any lot without the express written approval of the Developer. No permanent or temporary structure, ornament, statue, decorative item, clothes line, children’s play house or playground equipment, wading pool, swimming pool, fountain, fence, building or other structure or movable property may be placed on any lot without the expressed prior written approval of the Developer. In the event any lot owner shall construct or place any improvements on any lot without first obtaining the prior written consent of the Developer, or other such consents as required by law, or varies the materials or construction proposed after construction begins without the prior written consent of the developer, said owner shall be liable to the Developer for a liquidated damages penalty in the amount of \$3,000.00. Nothing herein contained is intended to

serve as a waiver of the undersigned or any other lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions.

22. If any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any person owning a lot within the Subdivision to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or to recover damages thereof, or both. In the event the Developer or a lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Developer or lot owner, in order to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

23. Each lot owner shall have an affirmative duty and obligation to ensure that during construction all work is carried out so as to minimize the negative environmental impact of the construction on each lot and the subdivision in general. Each job shall be carried out on a clear basis, with all trash and waste products kept in proper receptacles and removed from the job as soon as practical. Unsightly and offensive materials and supplies shall not be allowed to remain or be stored on the property. Each owner shall take all reasonable precautions to prevent run-off, mud, and the spread of trash or waste from the job site to other lots and the subdivision in general. The lot owner will be responsible to ensure this covenant will be observed and shall be responsible for the acts of his contractor, his subcontractor or any of his agents which fail to observe this covenant. In the event of a breach of this covenant the Developer shall have the right, as his sole option and discretion, to have independent contractors correct any violation of this covenant and to charge the individual lot owner with the costs of correction of this violation and all costs of enforcing this provision; including, but not limited to a reasonable attorneys fee. The Developer shall have the additional right to file a lien in the Registers Office of Madison County Tennessee, which shall constitute an encumbrance on the individual lot until the cost and fees are paid to discharge that item, and shall have the right to foreclose that lien if the items remain unpaid. These specific rights and remedies are cumulative to any other rights the developer may have; and developer reserves the right to seek other remedies and damages for violation of this restriction as outlined in the remainder of these restrictive covenants and under the law in general.

24. The Developer has no obligation to enforce the Restrictive Covenants at any time during the sale of lots or after lots are sold. The Developer and/or any lot owner has the right to enforce the Restrictive Covenants, but no party has the obligation to enforce the Restrictive Covenants.

EFFECTIVE DATE

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in POPLAR SPRINGS their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument; after which time such restrictive covenants shall

automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof, is placed of public record in the Register's Office of Madison County, Tennessee. These Covenants, Conditions and Restrictions become effective upon the recording of this document in the Register's Office of Madison County, Tennessee.

IN WITNESS WHEREOF, the undersigned has caused the execution of this document on this the _____ day of

, 200__.

BY: _____

Lee Godfrey, Owner/Developer

STATE OF TENNESSEE
COUNTY OF MADISON

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, Lee Godfrey, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Owner/Developer of POPLAR SPRINGS. And that he, as such Owner/Developer, being authorized so to do, executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal, at office on this _____ day of _____, 200__.

My commission expires: _____.

**LEGAL DESCRIPTION
POPLAR SPRINGS
JACKSON, MADISON COUNTY, TENNESSEE**

PROPERTY DESCRIPTION

**Poplar Springs – Lots 101 thru 108
Fourth Civil District
Madison County, Tennessee**

A parcel of land located in the Fourth Civil District of Madison County, Tennessee, being a portion of Tract Two as conveyed unto Leander W. Godfrey by Warranty Deed of record in Deed Book 691, Page 1139 and by Quitclaim Deed of record in Deed Book 691, Page 1573, all as recorded in the Register's Office of said county, and being more particularly described as follows:

Begin at a point on the north right-of-way line of Waynick Road (30 feet from center of pavement) at the southeast corner of Robert L. Hunt (Deed Book 285, Page 101 and Deed Book 581, Page 221), said point being monumented by a set ½-inch iron rod with aluminum identification cap stamped "PLS INC JACKSON TN" (typical of all iron rods referred to herein as set); thence, generally with a fence and the east line of Hunt, North 03 degrees 07 minutes 57 seconds East, passing through a found 1-inch iron pipe at a distance of 17.25 feet, a found ½-inch iron rod at the northeast corner of Hunt at a distance of 303.26 feet, but continuing with an east line of Glenn Woeltje (Deed Book 570, Page 926) for an overall distance of 466.06 feet, to an iron rod set; thence, generally with a fence and a south line of Woeltje, South 87 degrees 15 minutes 05 seconds East, 879.07 feet, to an iron rod set at a fence corner and the southeast corner of Woeltje; thence, with a new line through Leander W. Godfrey (Deed Book 691, Page 1139 and Deed Book 691, Page 1573), South 02 degrees 23 minutes 51 seconds West, 468.12 feet, to an iron rod set on the north right-of-way line of Waynick Road; thence, with said right-of-way line, North 87 degrees 07 minutes 09 seconds West, 885.06 feet, to the point of beginning and containing 9.46 acres as surveyed by PLS, Inc. on January 30, 2008.

Attest:

Alan Brent Dean
Tennessee R.L.S. 2205
January 30, 2008

PROPERTY DESCRIPTION
Poplar Springs – Lots 113 thru 125
Fourth Civil District
Madison County, Tennessee

A parcel of land located in the Fourth Civil District of Madison County, Tennessee, being a portion of Tract Two as conveyed unto Leander W. Godfrey by Warranty Deed of record in Deed Book 691, Page 1139 and by Quitclaim Deed of record in Deed Book 691, Page 1573, all as recorded in the Register's Office of said county, and being more particularly described as follows:

Begin at a point on the west right-of-way line of Doak Mason Road Road (30 feet from center of pavement) at the southeast corner of Buck Builders, Inc. (Deed Book 682, Page 1,134) (also see Deed Book 553, Page 90 for prior description), said point being monumented by a set ½-inch iron rod with aluminum identification cap stamped "PLS INC JACKSON TN" (typical of all iron rods referred to herein as set; thence, with said west right-of-way line the following courses and distances: South 03 degrees 35 minutes 21 seconds West, 392.29 feet, to a point of curvature; thence, with the arc of a curve turning to the left, having an arc length of 257.79 feet, a radius of 1080.00 feet, and a chord bearing and length of South 03 degrees 14 minutes 56 seconds East, 257.19 feet, to a point of tangency; thence, South 10 degrees 05 minutes 14 seconds East, 749.31 feet, to a point of curvature; thence, with the arc of a curve turning to the right, having an arc length of 295.21 feet, a radius of 395.00 feet, and a chord bearing and length of South 11 degrees 19 minutes 24 seconds West, 288.39 feet, to a point of tangency; thence, South 32 degrees 44 minutes 03 seconds West, 33.10 feet, to a magnetic survey nail set on the north right-of-way line of Waynick Road (30 feet from center of pavement); thence, with said north right-of-way line, along the arc of a curve turning to the left, having an arc length of 406.29 feet, a radius of 606.00 feet, and a chord bearing and length of North 67 degrees 54 minutes 44 seconds West, 398.72 feet, to a point of tangency; thence, continuing with said north right-of-way line, North 87 degrees 07 minutes 09 seconds West, 474.90 feet, to an iron rod set; thence, leaving said north right-of-way line with a new line through Leander W. Godfrey (Deed Book 691, Page 1139 and Deed Book 691, Page 1573), North 02 degrees 23 minutes 51 seconds East, 1589.74 feet, to an iron rod set on the south line of said Buck Builders, Inc.; thence, with the south line of Buck Builders, Inc., South 84 degrees 52 minutes 30 seconds East, 733.46 feet, to the point of beginning and containing 29.34 acres as surveyed by PLS, Inc. on January 30, 2008.

Attest:

Alan Brent Dean
Tennessee R.L.S. 2205
January 21, 2008

PROPERTY DESCRIPTION
Poplar Springs – Lots 126 thru 135
Fourth Civil District
Madison County, Tennessee

A parcel of land located in the Fourth Civil District of Madison County, Tennessee, being Tract Three as conveyed unto Leander W. Godfrey by Warranty Deed of record in Deed Book 691, Page 1139 and by Quitclaim Deed of record in Deed Book 691, Page 1573, all as recorded in the Register's Office of said county, and being more particularly described as follows:

Begin at point on the east right-of-way line of Waynick Road (30 feet from center of pavement) at the northwest corner of James W. Upchurch (Deed Book 575, Page 642), said point being monumented by a found iron rod with surveyor's identification cap number "943"; thence, with the east right-of-way line of Waynick Road, the following courses and distances: North 35 degrees 32 minutes 46 seconds West, 525.20 feet, to a point of curvature; thence, with the arc of a curve turning to the right, having an arc length of 600.14 feet, a radius of 1070.00 feet, and a chord bearing and length of North 19 degrees 28 minutes 41 seconds West, 592.30 feet, to a point of tangency; thence, North 03 degrees 24 minutes 37 seconds West, 174.56 feet, to point of curvature; thence, with the arc of a curve turning to the left, having an arc length of 417.82 feet, a radius of 606.00 feet, and a chord bearing and length of North 23 degrees 09 minutes 45 seconds West, 409.60 feet, to a ½-inch iron rod with aluminum identification cap stamped "PLS INC JACKSON TN" (typical of all iron rods referred to herein as set), said iron rod being at the intersection of said east right-of-way line with the southeast right-of-way line of Doak Mason Road (30 feet from center of pavement); thence, with said southeast right-of-way line, North 32 degrees 44 minutes 03 seconds East, 45.26 feet, to a point of curvature; thence, with the arc of a curve turning to the left, having an arc length of 98.80 feet, a radius of 455.00 feet, and a chord bearing and length of North 26 degrees 30 minutes 48 seconds East, 98.60 feet, to an iron rod set near the center of a gravel drive at the southwest corner of Edward Lynn Brown (Deed Book 302, Page 110); thence, with leaving said right-of-way line with the south line of Brown and then the south line of Glenn H. Wilson (Deed Book 557, Page 960), South 87 degrees 07 minutes 09 seconds East, 416.79 feet, to an iron rod set at an interior corner in the south line of Wilson; thence, continuing with the south line of said Wilson and then the west line of another tract belonging to Wilson (Deed Book 559, Page 784), South 37 degrees 21 minutes 53 seconds East, 1,320.00 feet, to an iron rod set; thence, continuing with Wilson, South 02 degrees 56 minutes 51 seconds West, 623.46 feet, to an iron rod set at the southwest corner of Wilson and in the north line of said James W. Upchurch; thence, with the north line of Upchurch, North 87 degrees 03 minutes 08 seconds West, 580.22 feet, to the point of beginning and containing 29.05 acres as surveyed by PLS, Inc. on January 30, 2008.

Attest:

Alan Brent Dean
Tennessee R.L.S. 2205
January 30, 2008

PROPERTY DESCRIPTION
Poplar Springs – Lots 136 thru 141
Fourth Civil District
Madison County, Tennessee

A parcel of land located in the Fourth Civil District of Madison County, Tennessee, being a portion of Tract One as conveyed unto Leander W. Godfrey by Warranty Deed of record in Deed Book 691, Page 1139 and by Quitclaim Deed of record in Deed Book 691, Page 1573, all as recorded in the Register's Office of said county, and being more particularly described as follows:

Begin at a point on the west right-of-way line of Waynick Road (30 feet from center of pavement) at the northeast corner of Otis Ray Alexander, Jr. (Deed Book 570, Page 321 and Deed Book 691, Page 1797), said point being monumented by a set ½-inch iron rod with aluminum identification cap stamped "PLS INC JACKSON TN" (typical of all iron rods referred to herein as set); thence, with the north line of Alexander, South 78 degrees 06 minutes 03 seconds West, 223.01 feet, to an iron rod set; thence, South 65 degrees 36 minutes 29 seconds West, 847.93 feet, to an iron rod set in the north line of James Larry Wilson (Deed Book 489, Page 630); thence, with a new line through Leander W. Godfrey (Deed Book 691, Page 1139 and deed Book 691, Page 1573), North 03 degrees 10 minutes 04 seconds East, 1184.22 feet, to an iron rod set; thence, North 83 degrees 30 minutes 23 seconds East, 718.16 feet, to an iron rod set on the west right-of-way line of Waynick Road; thence, with said west right-of-way line the remaining courses: along the arc of a curve turning to the right having an arc length of 182.51 feet, a radius of 546.00 feet, and a chord bearing and length of South 12 degrees 59 minutes 10 seconds East, 181.66 feet, to a point of tangency; thence, South 03 degrees 24 minutes 37 seconds East, 174.56 feet, to a point of curvature; thence, with the arc of a curve turning to the left, having an arc length of 545.81 feet, a radius of 1,130.00 feet, and a chord bearing and length of South 17 degrees 14 minutes 52 seconds East, 540.52 feet, to the point of beginning and containing 19.44 acres as surveyed by PLS, Inc. on January 30, 2008.

Attest:

Alan Brent Dean
Tennessee R.L.S. 2205
January 30, 2008