



AlabamaLandAgent.com

Land • Farms • Lake Property

**Chad Camp
205-478-4974**



3 to 5+/- ACRES

Odenville, AL - GPS 33.711547 -86.400019

Autumnwood Farms Phase 1 - Only 4 Tracts Available. A Farm House Community in the Valley - Springville, AL

**Chad Camp
(205) 478-4974**

Autumnwood Farms is where your dream becomes Reality. The Valley is a well known and most desired area to Build a Home in St. Clair County. It's a rare offering to find tracts of this acreage available for sale. Tracts available for the first time and will not last long. Offered as 3-5 Acre Pasture Land Tracts. NO HOA. Bring Your Own Builder. Does feature an ARC to approve house plans and structures. Restrictions do apply - Odenville Schools



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Take Springville Exit 156 and go South on Hwy 174 towards Odenville, AL. Property on the Left.



T-1 4.35+/- Acres \$104,400

T-2 5.29+/- Acres \$126,960

T-4 3.09+/- Acres \$87,697

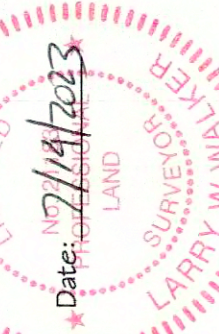
T-6 3.10+/- Acres \$87,981



STATE OF ALABAMA:
COUNTY OF ST. CLAIR:

I, Larry W. Walker, a Licensed Professional Land Surveyor in the State of Alabama, for Larry Walker Land Surveying, Inc., state that this is a plat of an actual field survey of tracts 1, 2, 4 and 6, inclusive of "AUTUMNWOOD, PHASE ONE".

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


Larry W. Walker, PLS
Ala. License #21183
Within the State of Alabama

I, AWE, (AUTUMNWOOD PROPERTIES, LLC.), as owner of said land, have caused the land embraced in the within plat to be surveyed, laid out and platted to be known as "AUTUMNWOOD PHASE ONE", a part of Section 23, Township 15 South Range 2 East, St. Clair County, Alabama, and that the streets (roads) as shown on said plat are hereby dedicated to the use of the public.

Lyman Lovejoy, Manager
Date: _____

STATE OF ALABAMA:
COUNTY OF ST. CLAIR:

I, _____, Notary Public in and for said County, in said State, hereby certify that Lyman Lovejoy, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, executed the same voluntarily.

Given under my hand and official seal this the _____ day of _____, 20____.

NOTARY PUBLIC _____

Date: _____

ST. CLAIR COUNTY HEALTH DEPARTMENT

"The lot (s) on this plat are subject to approval or deletion by the St. Clair County Health Department. No representation is made that any lot on this plat will accommodate an onsite sewage system (OSS). The appropriateness of a lot for wastewater (sewage) treatment and disposal shall be determined when an application is submitted. If permitted, the lot approval may contain certain conditions which restrict the use of the lot or obligate owners to special maintenance and reporting requirements, and these are on file with the said health department and are made a part of this plat as is set out here on."

I hereby approve the within plat for the recording of same in the Probate Office, of St. Clair County, Alabama, this the _____ day of _____, 20____.

PUBLIC HEALTH ENVIRONMENTALISTS

ST. CLAIR COUNTY ENGINEER

The undersigned, as County Engineer of the County of St. Clair, Alabama, hereby approve the within plat for the recording of the same in the Probate Office of St. Clair County, Alabama, this the _____ day of _____, 20____.

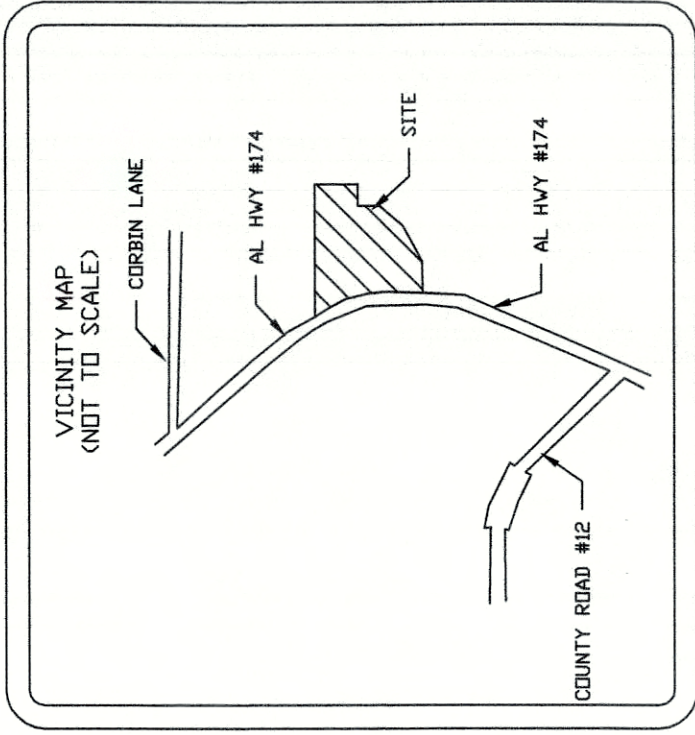
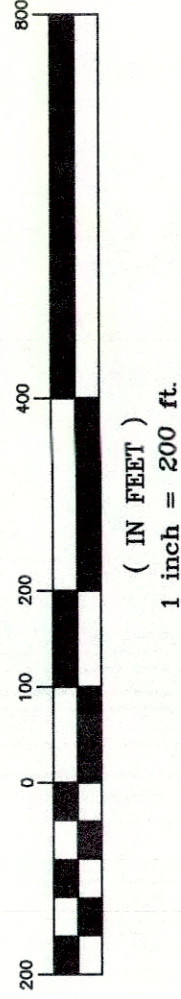
COUNTY ENGINEER
COUNTY OF ST. CLAIR

ST. CLAIR COUNTY E-911 BUSINESS OFFICE

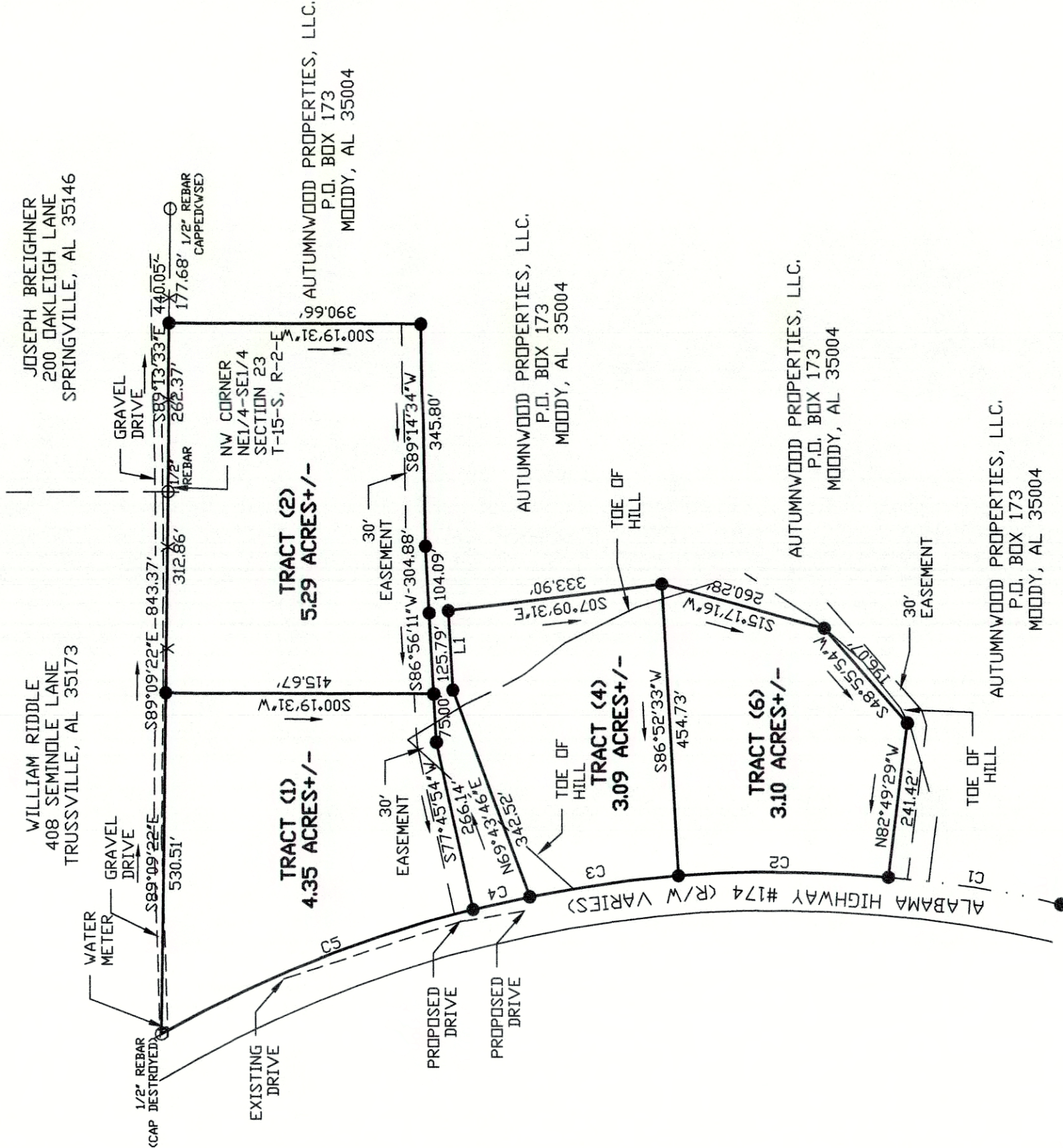
This property has been addressed and road names approved.

E-911 BUSINESS OFFICE

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.



GRID NORTH & BEARINGS SHOWN ARE IN REFERENCE TO NAD83 ALABAMA EAST ZONE. STATE PLANE COORDINATES ESTABLISHED BY STATIC GPS, RTK, GPS, AND CONVENTIONAL SURVEYING METHODS.



LINE	LENGTH	BEARING
L1	123.40'	N86°55'57"E

CURVE	CHORD LENGTH	CHORD BEARING	LENGTH	RADIUS
C1	270.85'	N09°09'38"E	270.62'	1937.46'
C2	324.96'	N00°20'26"E	325.33'	1937.46'
C3	233.03'	N07°54'50"W	233.17'	1937.46'
C4	90.18'	N12°41'43"W	90.19'	1937.46'
C5	521.00'	N21°45'21"W	522.58'	1937.46'

TRACT #	STREET NUMBER
TRACT #1	6353 ALABAMA HIGHWAY #174, SPRINGVILLE, AL 35146
TRACT #2	6405 ALABAMA HIGHWAY #174, SPRINGVILLE, AL 35146
TRACT #4	6423 ALABAMA HIGHWAY #174, SPRINGVILLE, AL 35146
TRACT #6	6555 ALABAMA HIGHWAY #174, SPRINGVILLE, AL 35146

LEGEND

	TREE
	NAIL
	CALCULATED POINT, NO PIN SET OR FOUND
	CONCRETE MONUMENT
	CONCRETE MONUMENT WITH DISC
	EXISTING IRON PIN
	FORTY CORNER
	RAILROAD SPIKE
	CAPPED 1/2" REBAR (LS#21183)
	CAPPED 1/2" REBAR (CA-497-LS)
	RAILROAD TRACKS
	LINE NOT TO SCALE
	FENCE LINE
	CENTER LINE
	POWER POLE
	OVERHEAD ELECTRIC LINE
REVISIONS	

AUTUMNWOOD PHASE 1
ST. CLAIR COUNTY, ALABAMA

JOB INFORMATION

DRAWN BY:	ADW
CHECKED BY:	LWW
FIELD NOTES:	2023/02 PG. 31
SURVEY CREW:	CP/BW
SURVEY #:	S23-252
	S-T-R: 23-15-2

LARRY WALKER
LAND SURVEYING, INC.

P.O. BOX 2726
5430 OLD HIGHWAY #278E
HOKES BLUFF, AL 35903
PHONE: (256)492-7940
FAX: (256)492-8417
EMAIL: LARRY.LWLS@GMAIL.COM

AUTUMN WOOD FARMS

STATE OF ALABAMA }
ST. CLAIR COUNTY }

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, CLC PROPERTIES, LLC is the owner of AUTUMN WOOD FARMS Subdivision as recorded in Book _____, page _____, in the Probate Office of St. Clair County, Alabama, Ashville Division.

NOW, THEREFORE, the undersigned, CLC PROPERTIES, LLC, AS MAJORITY LOT OWNER AND DEVELOPER (100%), does hereby adopt the following conditions, restrictions, covenants, and limitations, which shall apply in their entirety to all lots within the described property and shall be extended to additional phases of the subdivision.

- A. All tracts shall be used for residential purposes only. No business or commercial building may be erected on any lot, and no business or commercial activity may be conducted on any tract without developer’s approval. Home offices are allowed, but there shall be no signs or trucks/equipment stored on premises without approval.
- B. Only one single-family site built home is permitted per lot. All homes must be of conventional type construction with stone, brick, vinyl, stucco (drivet) or hardy board exterior. All dwellings shall have brick, rock or stone foundation unless otherwise approved by developer. There shall be no concrete type blocks exposed to public view after completion of construction. No HVAC equipment shall be located in the front of any dwelling. Property may not be subdivided or reduced in size except by developers. All home and site plans must be reviewed and approved by the developers. No building shall be erected, constructed, altered or placed on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the architectural control committee and/or developer as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No structure shall be erected, constructed, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height. No lot may be subdivided or reduced in size. All homes must have Farm House Appearance.
- C. The Architectural Control Committee shall be composed of Brian Camp and Lyman Lovejoy. The majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor the representative, shall be entitled to any compensation for services pursuant to this covenant. The committee’s approval or disapproval as required in these covenants shall be in writing through use of the Application Process. The application shall be picked up at the office of Lovejoy Realty. These restrictions are enforceable regardless if an association is formed or not by the developer.
- D. There shall be no mobile, modular or manufactured homes placed on this property. Developers reserve the right to place a temporary sales trailer for marketing the subdivision. All motor homes/travel trailers, boats, trailers, ATVs, etc. shall be kept behind the back rear building line out of the view from the street; and none of the following may be used as a temporary or permanent residence: tents, sheds, shacks, campers, travel trailers, motor homes, buses, barns, garages or any other type temporary structures. No junk or inoperative vehicle of any kind shall be permitted on any lot, and no automotive repairs shall be conducted on any lot except for temporary repairs effected by an authorized outside mechanic.
- E. All 1 level homes must have a minimum of 2,000 sq ft of heated and cooled living area (excluding any basements – finished or unfinished, porches, decks or garages). Any multi-level homes must have a minimum of 1,800 square feet on the main level and a minimum of 2,200 square feet in the entire dwelling, with the same above-mentioned exclusions. All home final plans, future additions and outbuildings must be approved by Architectural Control Committee through the Application Process at Lovejoy Realty – 11520 U.S. Hwy – Odenville, AL 35120
- F. No structure shall be located on any tract nearer than 70 feet from the front porch line (porch, retaining wall, or projection not including the steps or driveway retaining wall) and 30 feet on either side. The location shall be included in the site plan and any variance must be approved in writing by the developers. All easements necessary for drainage, access, etc. shall remain open, maintained, and free of any structures, for the intended purpose of drainage or access.
- G. When construction begins on any structure, it must be completed within 12 months.
- H. All driveways to be concrete or asphalt, unless approved by the ARC. All driveway pipes to be approved by the St. Clair Co Engineer + Aladot. All pipes shall be placed deep enough to catch water and prevent washing on the street. The developer, city or county should be notified when installing the pipe.
- I. All mailboxes shall be uniform in form and size. All mailboxes to be purchased through an approved vendor. The developer can provide contact information for purchasing a mailbox.
- J. All fences to be approved in writing by the Architectural Control Committee prior to any work performed. No fence of any kind will be allowed in the front of any residence. Fences are allowed beginning at the rear of a dwelling, running parallel to the street, and continuing toward the rear property line. Allowable construction materials are wood, brick or stone; green or black chain link material may also be utilized as fencing material; all front fencing shall be wood. No galvanized, uncolored chain link is allowed. Maximum height is 6 feet for fences except 5 feet for chain link. All wood fences to be built as shadowbox or with the rail facing the inside of the back yard. Any pools above ground or in ground shall be in rear yard behind home and subject to the approval of the ARC and shall be fenced. All pools shall have privacy fencing in areas visible from adjoining neighbor’s home as much as possible.
- K. Any outbuildings (garages, barns, etc.) shall complement the home and be placed to the rear of the residence and must be approved by ARC in writing. Any outbuildings shall not be considered an eyesore to the community as long as they’re approved by the ARC in writing. All outbuildings shall be kept free and clear of all exterior debris and shall have an enclosed foundation. Any future modifications or changes must be approved in writing with the ARC.
- L. No person shall reside on any lot within the subdivision who shall have been convicted of a criminal sex offense as that term is defined in Section 15-2-21(4), *Code of Alabama*, 1975, and as may be amended.
- M. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any tract except dogs, cats, or other household pets provided they are not bred or maintained for any commercial purposes. Any dog pen areas, etc. shall be contained behind the rear building line and shall not become an eyesore or nuisance. Personal chickens or Livestock may be permitted with ARC approval in writing. Any structure housing animals must be designed and Approved by the ARC in writing.
- N. No sign of any kind shall be displayed to the public view on any lot except that one identification sign not over 18 inches by 24 inches advertising the property for sale. One sign shall be permitted of not more than 12 square feet advertising the property by builders or realtors to advertise the property during the construction and sales period. No other signs shall be allowed, except a subdivision sales sign by Lovejoy Realty. Any other sales signs by builders or realtors shall not be allowed except the one sign (resales) on each lot as earlier described or otherwise approved by the Architectural Committee. All sales signs shall be removed by the developer once subdivision is complete and all homes have been sold,

except for resale by owners on an individual basis.

- O. During lot preparation and construction process, all measures deemed necessary shall be used to prevent mud, storm water or any construction material, etc. from being discharged on any other street or ditch. When construction is complete, a sufficient ground cover must be maintained to eliminate excessive water shed on to street or other tracts. THEREFORE the developers require that all builders and property owners comply with State Regulations (ADEM) during any type of construction to prevent erosion. Silt fence and erosion control measures shall be completed and maintained prior to starting and during excavation. If builder/owner does not comply, developers can and will bring the lot up to necessary ADEM requirements and transfer these costs to the builder and property owners as an assessment of cost plus 20%. Builders and property owners must adhere to the following:
1. Maintain at least 50' of gravel at construction entrance;
 2. Install silt fencing in downhill grade areas near roads;
 3. Vegetate lot when construction/clearing/etc. is complete to prevent erosion.
 4. Comply with building practices and ADEM Regulations: refuse containers, no burning debris, etc.
- P. All front lawn shall be sodded to the street. Side and back yards may be seed and hay with solid coverage. All sodding and seeding must be completed prior to the occupancy of any residential dwelling.
- Q. The developers reserve the right to amend, alter, or modify the provisions of these restrictions with regard to any tract or tracts in the event that the developers, in their sole judgment, deem such amendment, alteration or modification consistent with the restrictive intent of these restrictions or if terrain features and topographical considerations render the enforcement of these restrictions in regard to any particular tract harsh to the owner.
- R. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors, and assigns. Any change or alteration of the covenants shall require written consent of 75% of owners of said tracts, and recorded for public record by the same. Developer reserves the right at anytime to change, alter, or amend the covenants as the developer and initial ARC committee.
- S. If a Homeowners Association is formed within the subdivision, each homeowner shall be a member and shall be responsible for any and all assessments. Ownership and acceptance of deed of property in said subdivision is acceptance and adherence to an association with dues if formed.
- T. 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 or to recover damages. No property owner, including developer, has any obligation to enforce any of the covenants and restrictions, but all property owners have the right to enforce said restrictions and reservations through proceedings in law. The developers and/or Homeowners Association has full authority to enforce said restrictions by bringing into compliance and transferring costs to owner at cost plus 20%.
- U. No noxious or offensive activities shall be carried on at any time. This includes unsightly trash and debris, parties, noise, traffic, or activities that would be bothersome, an eyesore, or an annoyance to others, etc. There shall be no 4-wheelers, motorcycles, go carts, etc., ridden on vacant lots, streets, or other unimproved property in the area which may violate local laws, including trespassing, noise and city/county ordinances.
- V. Invalidity of any one of these judgments by court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- W. Garbage and refuse disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers. All equipment designed for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- X. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Y. **EASEMENT & MAINTENANCE** – PHASE 1 Tract 2 & PHASE 2 Tracts 3, 5, 7 & 8

The easements are not county or city maintained.

This agreement covers the general upkeep, maintenance and repair of the easement and shall include, but not be limited to, grading, dust control, filling in and repairing chuck holes, adding new chert or gravel, maintaining drainage structures, removal of fallen trees and other debris, resurfacing and repair. The maintenance agreement only applies to the Landowners (deeded easement users) and not the landowner it crosses.

1. Routine repair, maintenance work or improvement on the easement shall be commenced when a majority of the Landowners (deeded easement users) agree in writing that such work is needed. Landowners shall obtain bids or quotes from a licensed contractors and shall accept a bid agreeable by all parties involved. The contractor must carry liability insurance in amounts satisfactory to the Landowners. The company and its employees or contractors must sign a hold harmless agreement before commencing any work. Before work can commence, each Landowner (deeded easement user) shall provide the initial deposit required to the contractor performing the Easement maintenance.
2. In the event that the parties desire to upgrade the easement (as opposed to routine repair and maintenance), such as by concreting or asphalt paving of the Easement shall require unanimous consent of the Landowners.
3. In the event that the Easement is damaged by construction equipment, in connection with the installation of public and/or private utilities for the benefit of a particular property or is damaged by equipment in connection with the construction of a residential dwelling, timber operation or other construction on or for the benefit of a particular property, then the Landowner of the property benefiting from such construction or other such work shall be responsible for the damage and shall be obligated to promptly repair the Easement at the Landowner's expense and shall hold the Landowners of the other properties harmless from any liability in connection with such damage or repairs.

ENFORCEMENT:

4. Should any Landowner fail or refuse to pay the Licensed Contractor, which stops the Easement maintenance, then any or majority of Landowner (s) affected shall be entitled without further notice to institute court action or lawsuit, if necessary, against a Landowner to enforce this Agreement or to recover additional payments to contractor to continue maintenance. The party or parties commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs if the party prevails.

DISPUTES:

5. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all Landowners. Contact information for a local can be obtained through the American Arbitrator Association. In selecting a third-party arbitrator, each Landowner shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitrator.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the _____ day of _____, 2018.

CLC PROPERTIES, LLC

STATE OF ALABAMA
ST. CLAIR COUNTY

Sworn to and subscribed to before me this _____ day of _____, 2018.

NOTARY PUBLIC