

12 Acre Deed Restrictions

1. 1 dwelling per 12 Acre Tract.
2. No Manufactured Home Park.
3. Doublewide or Modular Home is allowed as long as 5 years or newer once placed on the property. Home shall be underpinned with Vinyl, Brick or Stone.

Easement Coming off Maddox Farm Road:

The easement isn't county or city maintained. St. Clair County Board of Education has rights to the access across said easement from their property and are not a part of this agreement.

EASEMENT MAINTENANCE:

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.

Routine repair and maintenance work on the easement shall be commenced when a majority of the Landowners 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 shall provide funds made to the contractor performing the Easement maintenance.

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.

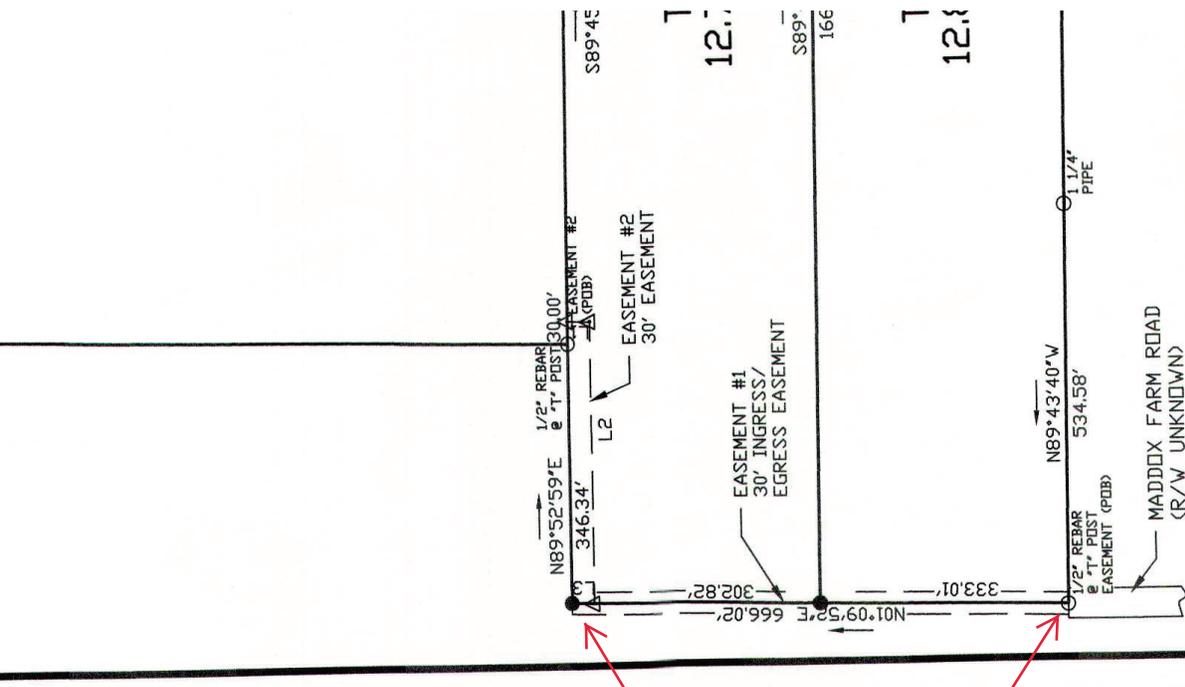
In the event that the Easement is damaged by construction equipment, in connection with the installation of public and/or private utilities for the benefit of a particular property or is damaged by equipment in connection with the construction of a residential dwelling, timber operation or other construction 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:

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:

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 obtain 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.



JOB INFORMATION	
DRAWN BY:	ADW
CHECKED BY:	LWW
FIELD NOTES:	2021/01 PG. 6
SURVEY CREW:	CP, BW
SURVEY #:	S21-082B
	S-T-R: 30-15-3


LARRY WALKER
LAND SURVEYING,

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

S

30 Ft. Easement Maintenance Agreement Area

57 Acre Deed Restrictions

1. 1 dwelling per 16 Acre Tract.
2. No Manufactured Home Park.
3. Doublewide or Modular Home is allowed as long as 5 years or newer once placed on the property. Home shall be underpinned with Vinyl, Brick or Stone.

Easement Coming off Maddox Farm Road:

The easement isn't county or city maintained. St. Clair County Board of Education has rights to the access across said easement from their property and are not a part of this agreement.

EASEMENT MAINTENANCE:

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.

Routine repair and maintenance work on the easement shall be commenced when a majority of the Landowners 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 shall provide funds made to the contractor performing the Easement maintenance.

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.

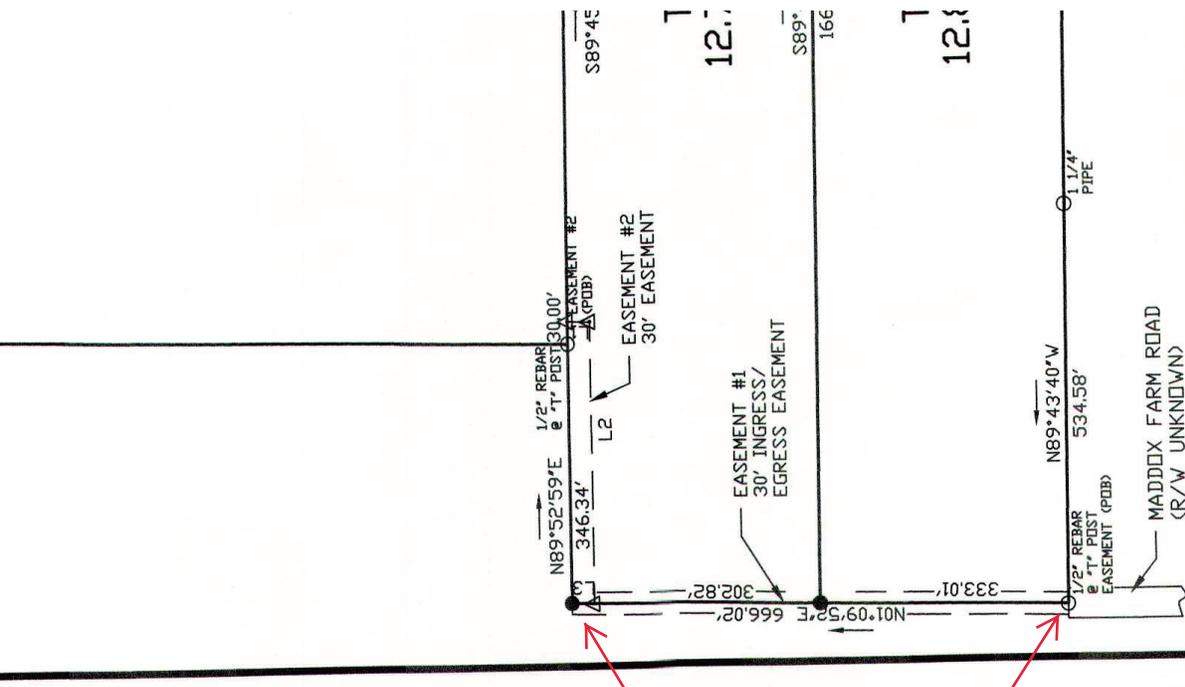
In the event that the Easement is damaged by construction equipment, in connection with the installation of public and/or private utilities for the benefit of a particular property or is damaged by equipment in connection with the construction of a residential dwelling, timber operation or other construction 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:

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:

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 obtain 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.



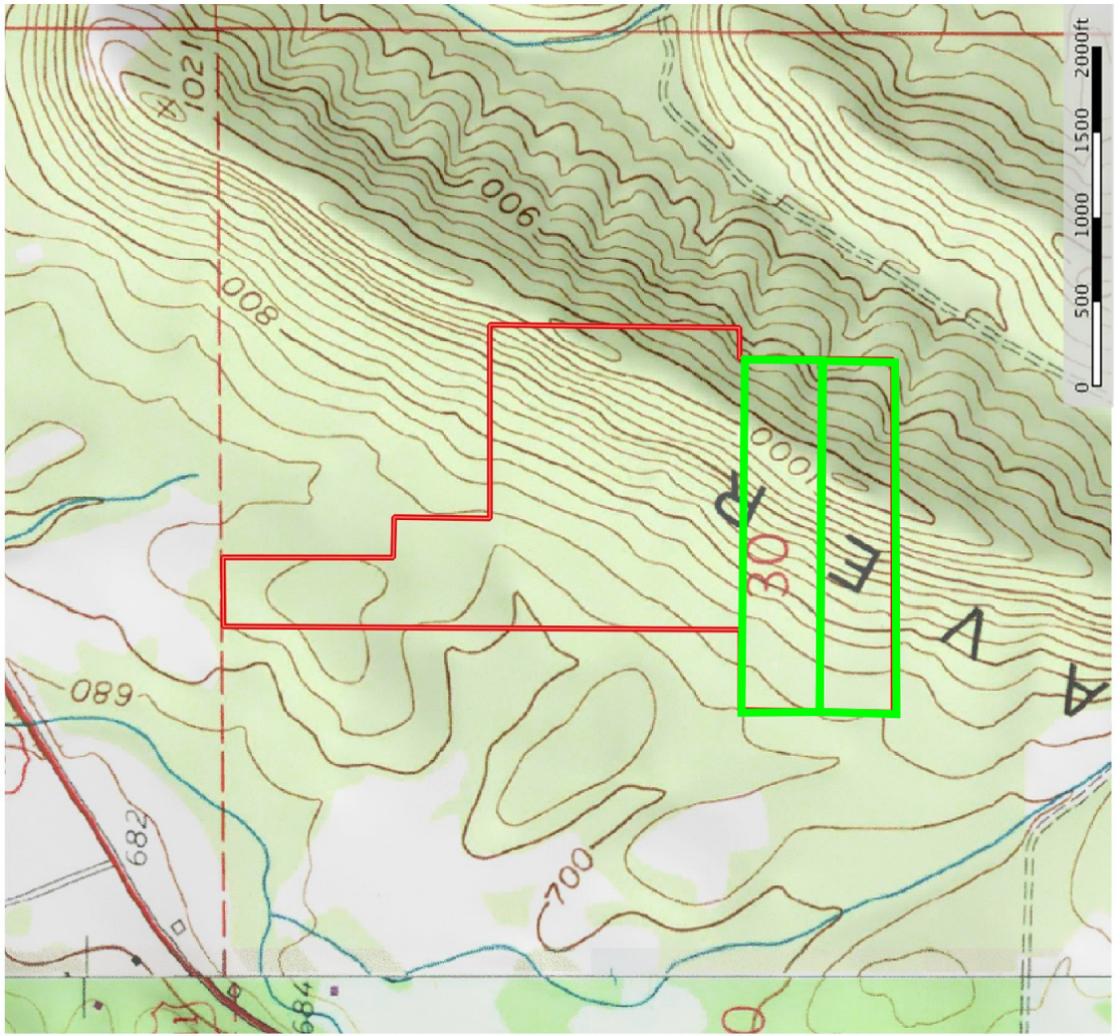
JOB INFORMATION	
DRAWN BY:	ADW
CHECKED BY:	LWW
FIELD NOTES:	2021/01 PG. 6
SURVEY CREW:	CP, BW
SURVEY #:	S21-082B
	S-T-R: 30-15-3

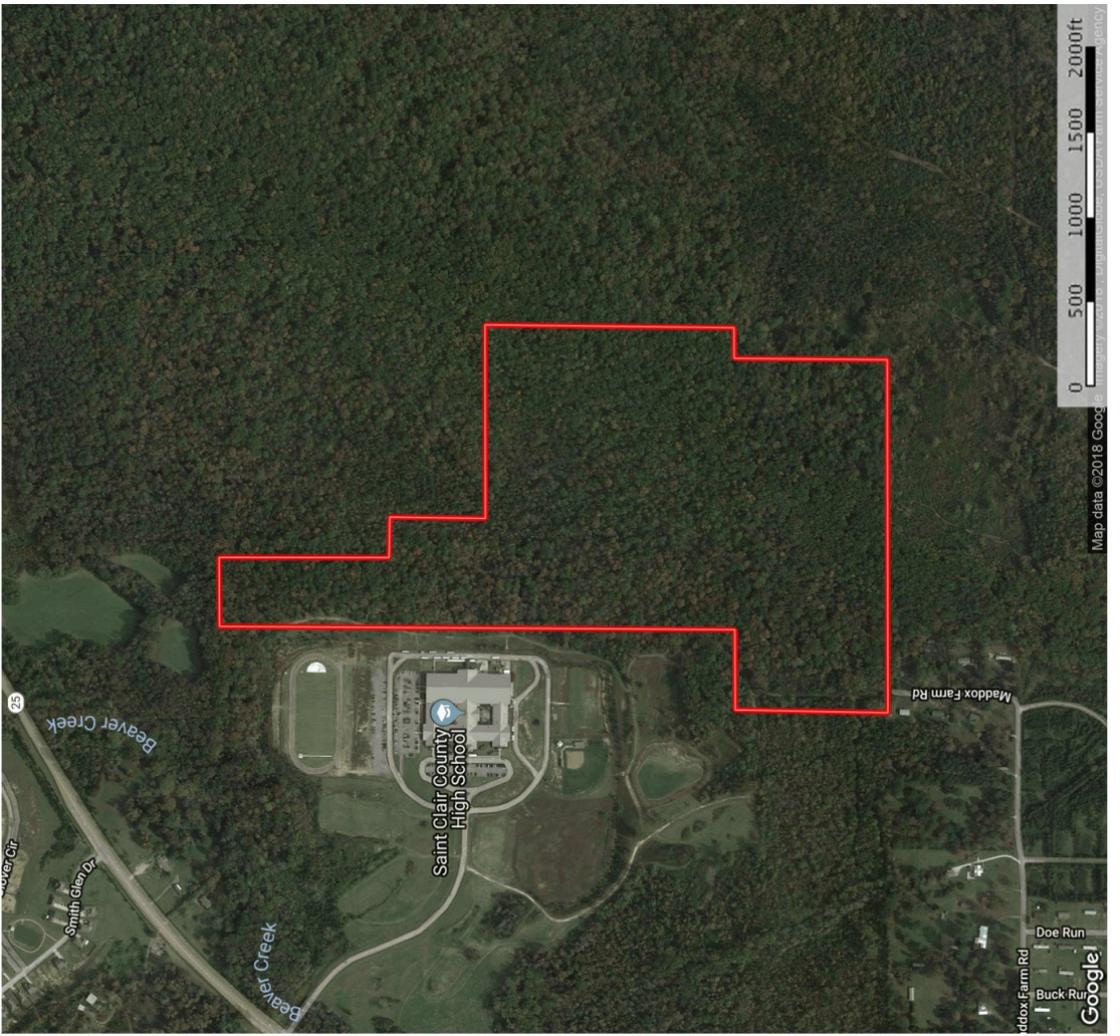

LARRY WALKER
LAND SURVEYING,

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

S

30 Ft. Easement Maintenance Agreement Area





Saint Clair County High School

Beaver Creek

Beaver Creek

Maddox Farm Rd

Doe Run
Buck Run



Map data ©2018 Google

Google!