

RESTRICTIVE COVENANTS FOR HORACE HEADLEY SUBDIVISION

STATE OF ALABAMA

CHILTON COUNTY

Now come Horace A. Headley and wife, Betty G. Headley, as owners of the Horace Headley Subdivision according to the map or plat of the same recorded in the Office of the Judge of Probate of Chilton County, Alabama, in Map Book 5, at Page 69, and for the purpose of maintaining uniformity and providing for the maximum in privacy and pleasant surroundings for property owners in the said Horace Headley Subdivision do declare restrictive covenants for the said Horace Headley Subdivision as follows:

1. The restrictive covenants described herein in their entirety shall apply to each and every lot in the Horace Headley Subdivision according to the map or plat of the same recorded in the Office of the Judge of Probate of Chilton County, Alabama, in Map Book 5, at Page 69.

2. Each lot situated within said subdivision shall be fully subject to the zoning regulations provided in the zoning ordinance of the City of Clanton, Alabama, for R-1-A residential districts, according to the most recent zoning ordinance as adopted by the City of Clanton, Alabama, a municipal corporation, as of this undersigned date. However, the lots contained in the Horace Headley Subdivision shall be strictly limited to single-family dwellings and no other uses and shall, therefore, not be subject to the additional uses permitted within the aforescribed zoning ordinance nor shall said subdivision be subject to the uses permitted on appeal in said zoning ordinance. However, the space and height regulations provided in said zoning ordinance R-1-A residential single-family dwellings shall fully apply to the lots within the Horace Headley Subdivision, as the same was hereinabove described.

3. Any dwelling house constructed within the Horace Headley Subdivision as the same is herein described shall have an outside facing of brick or brick veneer. The blueprints and specifications of any proposed dwelling shall be approved by the owners of said subdivision prior to construction, but approval thereof shall not be unreasonably withheld and shall be limited to being in accord with the restrictions herein provided.

4. Installation and maintenance of utilities for each lot shall

be the sole responsibility of the respective lot owner. Each said respective lot owner shall be responsible to the City of Clanton for any damage to the adjacent streets in connection with the installation of said utilities and driveways to serve the subject lot. In addition, all service lines from the dedicated streets as shown in the recorded plat of the aforescribed subdivision shall be underground service lines and no above ground service lines shall be permitted.

5. All landscaping shall be completed on each lot to include the planting of shrubs and grass within six months after completion of a dwelling thereon and no foreign objects such as building materials, will be allowed to remain on the lot more than thirty days after the completion of the dwelling thereon.

6. These restrictive covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of 25 years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the above described subdivision has been recorded agreeing to changes in said restrictive covenants in whole or in part.

7. Enforcement of the restrictive covenants contained herein shall be by proceeding at law or in equity against person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages for said violation.

8. Invalidation of any one of these restrictive covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

This the 23 day of October, 1987.

Horace A. Headley  
Horace A. Headley  
Betty G. Headley  
Betty G. Headley

STATE OF ALABAMA

CHILTON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Horace A. Headley and wife, Betty G. Headley, whose names are signed to the foregoing restrictive covenants, and

who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of October, 1987.

Jammy S. Thomas  
Notary Public

THIS INSTRUMENT PREPARED BY  
John Hollis Jackson, II  
Attorney at Law  
Box 1818  
Clanton, Alabama 35044

CHILTON CO.  
1987 OCT 23 PM 3:16  
Notary Public

Map Book 5  
Page 70