

RESTRICTIVE COVENANTS FOR
CREEK RIDGE ESTATES

The following minimum restrictions are placed on each and every lot in the Creek Ridge Estates Subdivision, a subdivision in Houston County, Alabama, a map or plat of which is recorded in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 7, Page 87 .

1. All lots in the tract shall be known, described and used only as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single family dwellings not to exceed two stories in height and a private garage or carport for not less than two cars and the usual servants quarters. Neither shall more than one such dwelling be erected on any one numbered lot in said tract; however, more than one lot may be used for the erection of one single family dwelling.

2. No building shall be located on any residential building lot nearer than Seventy-Five (75') Feet to the front lot line, nor nearer than Fifteen (15') Feet to any side street or side lot line. No detached garage or other outbuilding shall be located nearer than Seventy-Five (75') Feet to the front line and shall not be located nearer than Fifteen (15') Feet to any side lot line.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of a flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the residential lots except small dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose or in any manner which shall constitute a nuisance to any other owner.

5. All of the property not covered by permanent improvements, to-wit: house, garage, etc., must be landscaped and/or maintained in a first class condition. All driveways must be constructed of either concrete asphalt or a similar material.

6. No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack or garage or bar or other outbuilding erected on any residential lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. No dwelling with a ground floor area of the main structure, exclusive of one-story open porches and garages, less than 2000 square feet, shall be permitted on any residential lot.

9. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

10. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any other covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute, proceeding at law, or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing, to recover damages or other dues for such violations.

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


Dated this the 26th day of September, 1984.

Howard Granberry L.S.
Howard Granberry
Virginia Granberry L.S.
Virginia Granberry

STATE OF ALABAMA - HOUSTON COUNTY

I, the undersigned authority in and for said County, in said State, hereby certify that Howard Granberry and wife, Virginia Granberry, 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 within Restrictive Covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26th day of September, 1984.

[Signature]
Notary Public


/s/ [Signature]

SEP 27 9 04 AM 1984
FILED-STATE OF ALA.
HOUSTON COUNTY
R. J. STEMBRIDGE
JUDGE OF PROBATE

500

Filed this 27 day of Sept 1984 at 9:04A M. S. _____ Mfg. Tax
\$ _____ Deed Tax Paid, Recorded _____ Book _____ Page _____
R. J. Stembidge Judge of Probate No. 15758
HOUSTON COUNTY, ALABAMA

RH
RICHARD H. RAMSEY, III
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DOTHAN, ALABAMA 36302