

RESTRICTIONS ON FIRST ADDITION TO FIRECREST SUBDIVISION

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The following restrictions are placed on each and every lot in the First Addition to Firecrest Subdivision in the city of Dothan, Alabama, as per plat recorded in the office of the Judge of Probate of Houston County, Alabama, in plat book 1 page 116.

- All lots in this subdivision shall be 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 for not more than two cars and the usual servents quarters.
- No structure shall be created on any lot narrower than 35 feet to the front lot line, nor narrower than 25 feet to any side street, nor narrower than 10 feet to any side lot line except when a party buys more than one lot. In the event the side party purchases more than one lot for a home the side line restriction applies only to the side line of the owner's property which joins the property line of someone else. None in an one lot may be used for a dwelling but only one dwelling may be built on each lot.
- No noxious trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.
- No trailer, basement, tent, shack, garage, barn or other building in the subdivision shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- No dwelling with an area less than 1000 livable square feet on the first (ground) floor shall be permitted. This said minimum area is exclusive of car ports, carages, open porches and breezeways.
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 1970, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of the lot it is agreed to change the said covenants in whole or in part.
- If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute proceedings at law or in equity against the party or parties violating or attempting to violate any such covenant or covenants and either to prevent him or them from doing so or to recover damage or other sums for such violation.
- Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Signed at Dothan, Alabama, on this the 13th day of Sept. 1955.

State of Alabama
County of Houston

I, Mable Fowler, a Notary Public in and for said county and state, do hereby certify that Willie Grimes, Kathryn C. Davis, Kaye Davis, Louise C. Owens, Howard W. Owens, F. L. Stamps, Jr., Florence R. Gaines, Jean G. Mauldin and W. A. Mauldin, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that being informed of the contents of said instrument, they executed the same voluntarily on the day the same here date.

Given under my hand this 13th day of Sept. 1955.

Mable Fowler

Willie Grimes
Kathryn C. Davis
Mayorsom
Louise C. Owens
Howard W. Owens
McGraw
Howard W. Owens
Jean G. Mauldin
W. A. Mauldin

STATE OF ALA. HOUSTON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
SEP 13 3 50 PM '55
RECORDED IN BOOK
PAGE 9 MTD. TAX 3
DEED TAX HAS BEEN PAID
ON THIS INSTRUMENT.
W. H. Jones
JUDGE OF PROBATE
#14054