

RYAN HOMES, INC., AL

TO

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RESTRICTING COVENANTS

IN THE CREEKWOOD PLAN OF LOTS NO. 1
CHERRY TOWNSHIP, BUTLER COUNTY

COMMONWEALTH OF PENNSYLVANIA

WHEREAS, the undersigned, Ryan Homes, Inc., a
Pennsylvania Corporation, being the property owner of the lots in
Creekwood Plan of Lots No. 1 . . . which Plan is recorded in the
Recorder's Office of Butler County, Pennsylvania, in Plan
Book 66, Page 10

WHEREAS, the undersigned owner of all of the lots in
Creekwood Plan of Lots No. 1 . . . Desires to restrict the use to
which said lots may be put:

NOW, THEREFORE, be it known that the undersigned, as such
owner, does hereby adopt the following restrictions and covenants
to which the lots in said Plan to be held or to be conveyed by it
shall be subject:

(a) These restrictions shall run as covenants with the
land and shall be binding on the undersigned, and all persons
claiming under them until April 1995 at which time the said
covenants shall be automatically extended for successive periods
of ten (10) years, unless by a vote of the majority of the then
owners of the lots set forth above, it is agreed to change said
covenants and restrictions in whole or in part.

(b) None of the lots set forth above shall be used for
any purpose other than for residential uses. No structure shall
be erected or maintained on any building plot other than one
detached single family dwelling and its appurtenant garage.

(c) No building shall be erected nearer to the front
lot line or nearer to the side street than the building setback
lines shown on said Plan as recorded.

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(d) No lot in this Plan shall be subdivided without the permission of the owner, its successors or assigns.

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

(f) No trailer, tent or shed shall be placed on any building plot. No basement, garage or any structure other than the dwelling house for which the plans have been approved in accord with the terms hereof, shall be used as a residence, temporarily or permanently. No dwelling house in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.

(g) The ground floor area of each single family dwelling, exclusive of one-story porches and garages, shall not be less than 750 square feet in the case of a one-story structure, nor less than 450 square feet in the case of a 1-1/2, or 2-1/2-story structure.

(h) Easements shown on said Creekwood Plan of Lots No 1 are reserved for sewers, drainage and utility installations and maintenance and for said purposes and uses as may be shown on said Plan as recorded.

(i) No fence shall be erected on any building plot or along the line thereof, nearer to the road upon which said plot fronts than the main front wall of the dwelling house erected thereon, and no fence shall be built to a greater height than six (6) feet.

(j) If the parties hereto, their heirs or assigns, shall violate or attempt to violate, any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in the said Creekwood Plan of Lots No. 1 to prosecute any proceeding in law or equity against the person or persons violating or attempting to violate any such covenant and/or restrictions to prevent him or them from so doing.

(k) The invalidation of any one of the covenants and/or restrictions by judgment, decree or order of court shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the due execution hereof this 7th day of

April, 1975.

ATTEST:

RYAN HOMES, INC.

T. A. Ward
Assistant Secretary

F. E. Harmon
Vice President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

SS:

On this 7th day of April, AD., 1975, before me a Notary Public, in and for said County and Commonwealth, personally appeared T. A. Ward, Assistant Secretary of Ryan Homes, Inc., who being duly sworn according to law, deposes and says that he was personally present at the execution of the within Protective Covenants and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Corporation; that the said Protective Covenants were duly sealed and delivered by F. E. Harmon, as Vice President of the said Corporation, subscribed to this instrument in attestation of its due execution and delivery are of their and each of their respective handwritings.

T. A. Ward
Assistant Secretary

SWORN to and subscribed before me this, 7th day of

April, AD., 1975.

L. C. Carrozzini
Notary Public

LENA CARROZZINI, NOTARY PUBLIC
UPPER ST. CLAIR TOWNSHIP
ALLEGHENY COUNTY
MY COMMISSION EXPIRES JAN. 4, 1978

RECORDER OF DEEDS
REGISTER OF WILLS
BUTLER COUNTY
PA

1816

APR 7 10 48 AM '75

Wagon Homes, Inc.
Booked Plan of Plot No. 1
To

Wagon Homes, Inc.
Booked Plan of Plot No. 1

Protective Concrete
Company, Inc.

MAIL TO

BUTLER COUNTY HOMES, INC.
PENNSYLVANIA

Recorded in the Recorder's Office
of said County on the 7 day
of April A. D. 1975
in Book No. 1004-415

Clair K. Halstead
Recorder

RECORDED APRIL 7, 1975

CLAIR K. HALSTEAD RECORDER

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