



COOK SPRINGS  
CHULA VISTA  
VICINITY M

LOT 14  
4.01 Ac. ±

LOT 22  
4.06 Ac. ±

LOT 13  
4.0 Ac. ±

LOT 12  
3.02 Ac. ±

LOT 11  
3.58 Ac. ±

LOT 10  
3.31 Ac. ±

LOT 9  
3.21 Ac. ±

LOT 8  
4.52 Ac. ±

LOT 23  
3.28 Ac. ±

LOT 24  
3.06 Ac. ±

LOT 25  
3.08 Ac. ±

LOT 26  
3.0 Ac. ±

LOT 27  
3.03 Ac. ±

LOT 31  
7.39 Ac. ±

HICKORY LANE

1/4 - 1/4 Line

30' ROADWAY & UTILITY EASEMENT

Curve Data:  
R = 227.14  
C = 403.743'  
D = 292.4'  
L = 110.00'  
L = 210.70'

LOT 28

LOT 29

LOT 30

PROTECTIVE COVENANTS

STATE OF ALABAMA )  
COUNTY OF ST. CLAIR

KNOW ALL MEN BY THESE PRESENTS: That  
WHEREAS, the undersigned, being the owner of Hickory Lane Estates as recorded in Map Book 31, Page 7, in the office of the Judge of Probate, St. Clair County, Alabama, Pell City Division, do hereby adopt and declare the Protective Restrictions for all lots except Lot 15:

No more than one single family dwelling shall be erected, placed or permitted to remain on any tract. No parcel shall be subdivided without the express written consent of developer(s).

All outbuildings must complement the existing structure and be painted or covered with siding. Developer(s) reserves the right to inspect any outbuilding before it can be placed on the lot.

No dwelling shall be erected containing less than one thousand four hundred (1400) square feet of heated living area for one story buildings, exclusive of porches, garages and basements. Any one and one half story dwelling must contain at least one thousand twelve hundred (1200) square feet of heated living area on the first floor with no less than a total of eighteen hundred square feet of heated living area. Any two story dwelling must have at least two thousand (2000) square feet of heated living area.

All construction of exterior building must be completed within 8 months from beginning of construction.

All driveway pipes must be at least 15 inches in diameter or approved by County Engineer. No structure shall be located on any lot nearer than 75 feet to the front line, 35 feet to any side street; 10 feet to any interior lot line on one side. Any variance must be approved by the Partnership.

No structure of a temporary character, trailer, mobile home, pre-fabricated home, mobile basements, camper, tent, shack, garage, barn or other outbuilding erected on the property shall, at any time, be used as a residence temporarily or permanently.

No dwelling shall be used for rental purposes.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on the property except horses, dogs, cats or other household pets which may be kept for personal use and not bred or maintained for any commercial purpose.

No junk yards, garbage piles, junk cars or any such thing considered to be an eyesore or a detriment to the other tracts are to accumulate on the property.

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

No timber shall be cut and marketed at anytime during the life of the mortgage or Lease Sale Contract without the consent of the mortgage or Lease Sale Contract holder.

Any willful violation of said covenants could result in a default under the terms of their contract unless corrected within 30 days of a written notice.

Septic tanks must be installed according to the requirements and standards of the State of Alabama Department of Public Health and approval obtained from such authority.

These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors, and assigns. The invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision or restriction contained therein. Any exception, amendment, or other changes of these restrictions must be approved by the partnership, Sunrise Properties, or seventy five percent (75%) of the owners of the property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 11<sup>th</sup> day of April, 1994.

*Thomas A. Lovejoy*  
THOMAS A. LOVEJOY, GENERAL PARTNER  
SUNRISE PROPERTIES, AN ALABAMA  
GENERAL PARTNERSHIP

St. Clair County  
Mag. Tax \$  
Deed Tax 2.00  
Indexing Fee 1.00  
Certification 2.50  
Recording Fee  
Adult Recording Fee  
Total \$ 5.50

STATE OF ALABAMA  
COUNTY OF ST. CLAIR

Sworn to and subscribed to before me  
this the 11<sup>th</sup> day of April 1994.  
*Joyce N. Logan*  
JOYCE N. LOGAN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 12/31/16 1993

0 2 3 8  
0 0 8 9  
RECORDED IN VOLUME 10089  
PAGE 37  
ST. CLAIR COUNTY, ALABAMA  
APR 15 1994  
PROVIDED THAT THE ABOVE  
PROPERTY IS NOT A PART OF  
THE CITY OF PELL CITY