

STATE OF ALABAMA  
LAUDERDALE COUNTY

000996

FILE 9-492 FRAME 26

**PROTECTIVE COVENANTS**  
**FOR**  
**FOX RUN ADDITION**

The undersigned, **REEDER DONALD BEHEL** and wife, **GLEND A F. BEHEL**, are the owners of certain property embraced in the subdivision shown on the map and plat prepared by E. M. Sparkman known and designated as **FOX RUN ADDITION**, located in the Sections 14 and 23, Township 1 South, Range 10 West, Lauderdale County, Alabama, and shown on Plat Book 6, Page 228, and re-recorded in Plat Book 6, Page 231. The undersigned hereby impose on all of the lots provided in said plat the following covenants and building restrictions:

**I. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE**

The Architectural Control Committee is composed of three members, the initial members are Reeder Donald Behel, Glenda F. Behel and Joe H. Yates. No structure of any kind shall be built on said property until the plans and plot plan for same have been approved by the "Architectural Control Committee", which approval shall not be reasonably withheld. The majority of the committee may designate a representative to act for it. Any vote on any questions presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor."

**II. LAND USE AND BUILDING TYPE**

No lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling house primarily devoted to and used as a residence. All commercial buildings are expressly prohibited.

**III. DWELLING QUALITY AND SIZE**

(a) For Lots 65 through 73, and Lots 75 through 80, the minimum living area of a one story dwelling must have a minimum heated living area of 1,350 square feet. A one story dwelling must have a minimum heated living area of 1,200 square feet if such dwelling has an attached carport or garage. The minimum heated living area of a two story dwelling must be 1,500 square feet with the minimum heated area for the first floor being 750 square feet. The minimum heated living area of a one and one-half story dwelling must be 1,400 square feet.

(b) For Lots 53 through 64, the minimum living area of a one story dwelling must have a minimum heated living area of 1,500 square feet. The minimum heated living area of a two story dwelling shall be 2,000 square feet with the minimum heated living area for the first floor being 1,000 square feet. The minimum heated living area of a one and one-half story dwelling shall be 1,700 square feet.

(c) For all lots, porches, attached garages, breezeways and basements shall not be included in computing the above minimum living areas. No dwelling shall remain incomplete for a period of 6 months and no unfinished dwelling may be occupied. Foundation surface of structure must be brick, brick veneer or stone. The exterior siding or veneer of all homes must be approved in writing by the Architectural Control Committee. All dwellings should have good quality workmanship and materials. All

homes must be built either by the property owner or by a licensed Contractor to insure quality workmanship and protection for all residents. Garages or a detached garage, permissible for the storage of not more than two cars, are to be constructed from the same or equal materials as the main structure. Finished basements shall be considered living area if it is finished with the same quality and materials as the main floor. "Basement houses", defined as houses on slabs that are fifty percent or more underground, are prohibited.

#### IV. BUILDING LOCATION

No building shall be located on any lot nearer than 45 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. Set backs are to be approved by the Architectural Control Committee prior to construction. For purposes of this covenant, eaves, steps and open porches shall not be considered in computing the set backs. Where the phrase "lot line" is used herein the same shall be construed to mean the property ownership line if someone owns and builds upon 2 or more lots. No part of a detached garage shall be closer than 45 feet to a front street line, 5 feet to a rear lot line or 10 feet to a side lot line or 35 feet to a side street line.

#### V. EASEMENTS

(a) Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings.

(b) All electric power lines from service pole to any structure on Lots 53 through 64, is to be underground from said service pole to meter base."

#### VI. NUISANCE

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. Commercial trucks over one ton in size, motor homes, campers, commercial trailers or livestock hauling trailers are not to be parked on streets overnight, except where construction on houses is being undertaken and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water vehicles, tractors or other mechanical devices, except that which can be done and is done of a non-commercial nature. Parking and storage of non-operating automobiles, trucks, boats or other vehicles is prohibited, except within a garage located upon the property. Vehicles without all tires in operating condition and not currently licensed may be considered non-operating vehicles. Travel trailers and other recreational vehicles may be parked behind the setback lines as shown on the plat, but shall not be used as a residence and shall not be connected to any utilities.

#### VII. TEMPORARY STRUCTURE

No structure of a temporary character, mobile home, house trailer, modular home, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

### VIII. OUTBUILDINGS

No basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot except with the written approval of the Architectural Control Committee.

### IX. ANIMAL CONTROL

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No chronic barking dogs, whether tied or penned up or running at large, nor motor vehicle-chasing dogs shall be kept on any lot or allowed to run loose in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children in the subdivision.

### X. GARDEN

No lot may be used for agricultural purposes except that a private vegetable garden may be maintained on the rear one-third of each lot.

### XI. FENCES

No fences shall be placed on any lot except upon written approval of the Architectural Control Committee. No fence shall in any event be allowed within 50 feet of the front property line except that in the case of corner lots, no fence shall in any event be constructed closer to the front property line than the minimum setback line.

### XII. BUSINESS OR TRADE

No business or trade of any kind or other commercial enterprise or noxious or offensive activity shall be engaged in or carried on upon any of the lots with the exception of teaching the various arts, tutoring or babysitting not more than three children who are not members of the household.

### XIII. MAINTENANCE OF LOTS, LAWN AND GARBAGE DISPOSAL

The street frontage of all lots shall be maintained clean, neat and free of undergrowth at all times and no noxious or offensive conditions shall be continued thereon. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes.

All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to, the sowing, sodding, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements.

### XIV. OIL DRILLING

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks,

tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**XV. SIGNS**

No sign of any kind shall be displayed in public view on any lot, except one professional sign or not more than two (2) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

**XVI. DRIVEWAYS**

All driveways constructed on the Lots shall be a minimum of ten (10) feet in width. Each residence must have a paved or concrete driveway.

**XVII. ROADS**

All roads shown on the Plat are hereby dedicated to Lauderdale County, Alabama, and shall be for public use as roads.

**XVIII. POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE**

(a) At any time, the then record owners of a majority of the lots in said subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to amend or abolish these covenants or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties.

(b) Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel or land in the subdivision, it shall have full authority, anything in these protective covenants to the contrary notwithstanding, to waive or allow any violation of Paragraphs III and IV of these protective covenants, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledged by each member of the Committee before a Notary Public and recorded in the Office of the Judge of Probate.

(c) In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related Covenants shall be deemed to have been fully complied with. The term "record owner" shall not include mortgages or lien holders.

**XIX. TERMS OF RESTRICTIONS**

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

XX. VIOLATIONS

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(a) If any person or entity shall violate any of the restrictions or covenants herein, it shall be lawful for any person or persons owning property with said addition of subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such covenants or restrictions to prevent any such violation or attempted violation or recover damages for same.

(b) Invalidation of any one of these Covenants by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

Executed this 15 day of October, 1996.

Reeder Donald Behel  
Reeder Donald Behel

Glenda F. Behel  
Glenda F. Behel

STATE OF ALABAMA  
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Reeder Donald Behel and Glenda F. Behel, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 15 day of October, 1996.

Joe Barnett  
Notary Public  
My commission expires: 12-8-99

THIS INSTRUMENT PREPARED BY:  
YATES, MITCHELL, BERNAUER,  
WINBORN & MORTON  
Joe H. Yates  
P.O. Drawer 10  
Florence, Alabama 35631  
(205) 764-0582

96-1139  
revfoxrunad.pc

Notary Public  
Joe Barnett

STATE OF ALABAMA  
LAUDERDALE COUNTY  
I HEREBY CERTIFY  
THIS INSTRUMENT IS  
CORRECT  
OCT 16 11 43 AM '98