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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
BARN HOLLOW ESTATES**

This declaration of covenants, conditions and restrictions for Barn Hollow Estates is made this 9th day of February, 1998, by Cerar-Muller Development Inc. referred to as "Declarant".

Know that Declarant being the Owner and Developer of the land described in Exhibit A of this declaration and being desirous of subjecting said property to the restrictions, covenants and charges hereinafter set forth, each of which shall accrue to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the undersigned, and their successors and assigns, hereby declare that the property described in Exhibit A hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

**Section I**

At such time as the Declarant concludes its development of all lots and sale of all homesites at Barn Hollow Estates, the Declarant shall be removed from the process of approving successor ARB members. Subsequently, any vacancy on the ARB caused by the death or resignation of a member, shall be filled through the designation by the remaining member(s) of a successor member who is then a current resident of the subdivision. A successor member designated in this manner may continue to serve on the ARB until he/she dies, resigns or ceases to be a resident of the subdivision.

## Section II

To insure the best use and most appropriate development and improvement of each homesite; to protect the owners of each homesite against improper use of surrounding land that might adversely affect the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations hereof on each homesite; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general, to provide adequately for a quality type of improvement on said property and thereby enhance the values of investments made by purchasers of the homesites therein, the real estate described in Exhibit A is hereby subject to the following conditions, restrictions, covenants, reservations and charges, to wit:

1. No homesite shall be used for other than single family residence purposes. There shall not exist on any homesite at any time more than one single family residence. Manufactured homes, mobile homes, and modular homes will not be permitted. For purposes of this declaration, a homesite may be a lot, a portion of a lot, or an aggregate of lots intended as a single residential site.
2. No residence shall contain, exclusive of basement, open porches and garages, a ground floor area of less than 1400 square feet for a one (1) story dwelling, or a ground floor area of less than 900 square feet and a minimum total of 1800 square feet for a dwelling of more than one (1) story. The ARB shall have the authority to change minimum square footage requirements as needed on homesites with restricted building areas. Space for at least two (2) cars and must be attached to the dwelling unless otherwise approved by the ARB. All homes will have imitation shake shingles.
3. No residential unit, including attached porches, breezeways and garages, shall be erected on any homesite nearer to the lot lines of said homesite than as follows: all

homesites will have a minimum of a thirty (30) foot front setback line, and no closer than fifteen(15) feet to either side of the lot line, and not closer than twenty (20) feet to the rear lot line (provided, however, that in the case of corner homesites the setback from the side street line shall not be less than the minimum front setback line as indicated above). Each residential dwelling shall face a subdivision street. Driveways shall have a minimum width of twenty(20) feet to serve at least a two (2) car garage, except for driveways leading to the rear or side entrance garages, which shall have a minimum width of ten (10) feet. All driveways shall be paved with concrete its entire lenght and shall extend to the curb (same surface for entire length).

4. All utilities, including telephone, electric and television cables, other than for temporary service during construction, shall be underground.

5. Each home shall be connected to the public sanitary sewers. No sump pump in any home shall be connected to or discharge into the public sanitary or storm sewer system. The discharge from a sump pump shall be directed to a drainage swale, if available, or as directed by the ARB. The expense of the sump pump system will be the responsibility of the homeowner.

6. After initial ground breaking, all construction must be diligently pursued to completion within a reasonable period but in no case to exceed one (1) year. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if occupied as a dwelling for more than a consecutive four month period. No structure of a temporary nature (trailer, basement, tent, shack, garage, barn or other outbuildings) shall be used on any building site any time as a residence either temporarily or permanently.

7. The owner of any vacant homesite shall cut the grass and/or weeds as needed to maintain a height of not more than twelve(12) inches and in proper condition as to not adversely affect neighboring homesites.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or easements. The easement area of each homesite and all improvements in it shall be maintained continuously by the owner of the homesite, except for those improvements for which a public authority or utility by virtue of the plat of said subdivision has assumed that responsibility. A utility easement is hereby reserved as needed on each homesite for underground telephone, cable television and power lines. Homesite owners may plant trees, shrubs or landscaping within the easements; provided in the event of destruction or removal of any such trees, shrubs or landscaping by the City of Athens, any utility provider or its agent or assigns in connection with the repair and maintenance of any utility contained within the easement area, the homesite owner shall be solely and exclusively responsible to replace any such trees, shrubs or landscaping damaged or removed by reason thereof without cost or expense to the City of Athens or such utility provider. Drainage in easement areas shall not be blocked or impaired, and any owner of any homesite or part thereof in said subdivision shall have the privilege of removing any obstruction blocking or impeding such drainage. No adverse modifications to the topography with respect to drainage will be permitted. Homesite drainage shall be approved by the ARB.

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

10. No sign of any kind shall be displayed to the public view on any building except one (1) miscellaneous sign of not more than one (1) square foot, one (1) 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.

11. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.
12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any homesite, except that dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any homesite until such homesite is improved with a habitable dwelling.
13. No homesite shall be used or maintained as a dumping ground and all trash, garbage or other waste shall be kept in sanitary containers. There shall be no incinerators or other equipment for the storage or disposal of such materials. There shall be no burning of any material on any public street. Each home owner is required to contract with a waste hauler to remove household garbage/trash at least once every seven (7) days.
14. Immediately after the final grade has been established on the building site, the owner shall install vegetation to cover exposed soils by planting ground cover, sodding, seeding and strawing, or covering the exposed areas with landscape material to prevent erosion. Due to the irregular shape or size of a homesite, exceptions to this requirement may be made by the ARB prior to its approval of the building plan.
15. During clearing of a homesite and construction of improvements thereon, the owner shall prevent the erosion and washing of soil from the homesite. Soils, mud, waste material, construction debris and landscape waste carried from any homesite onto other homesite owner. When excavating or improving the building site, the owner shall place or require a general or sub-contractor to place all excavated soil within the building site at least five (5) feet from any homesite line and clear of any easements. All dumpsters and construction materials must be kept on the building site (not in the street). The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times.
16. All replacement of improvements must meet subdivision specifications as to materials, type, depth, etc. per the City of Athens present or future subdivision ordinance.

17. All fences shall be approved prior to commencement of construction by the ARB. Fences shall also comply with City of Athens zoning ordinance. No woven wire fencing shall be permitted.

18. In-ground pools are allowed and must be properly fenced to prevent unintended access. Above ground pools shall be permitted with restrictions on an individual basis as designated by the ARB.

19. In regard to the easements referred to in the preceding paragraphs of Section I and Section II, said easements shall be maintained by the respective owners of said lots and/or building sites, and the existing grade and elevation shall not be altered. For a period of two (2) years from the date of completion of the residence constructed on each lot and/or building site, the Developer reserves an easement and right on, over and under the ground within in that lot and/or building site to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery and make any gradings of the soil or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. Developer shall give reasonable notice of intent to take such action to all affected owners unless, in the opinion of the Developer, an emergency exists which precludes such notice. If the Developer exercises its right under this paragraph, and such correction activities of Developer are caused by the owner or owner's builder changing the existing grade and elevation of the lot and/or building site, the owner agrees to reimburse the Developer of Developer's costs in restoring the easement to correct any drainage problems caused by such alteration of grade and/or elevation.

### Section III

#### TERMS OF COVENANTS

These covenants shall be binding upon all parties and all persons claiming through or under them for a period of twenty (20) years from the date these covenants are filed for record, after which time such covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then adult owners of record of homesites in each and every plat at Barn Hollow has been filed for record agreeing to change such covenants in whole or in part.

Invalidation of these covenants by judgement or court order shall in no way affect the other provisions, which shall remain in full force and effect.

### Section IV

#### ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The failure of any homesite owner or the present owner of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed as a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

As part of the agreement to purchase a homesite, each buyer must sign an attestation that he/she has read and agrees to comply with all subdivision covenants.

Section V

VALIDATION

In witness whereof, the undersigned Declarant and Buyer(s) have executed this declaration this 11 day of FEB, 1998.

BY \_\_\_\_\_

Cerar-Muller Development, Inc.

BY \_\_\_\_\_

BY George E. Cerar

George E. Cerar

President of the Corporation