

Return to:
HUNTINGTON SHOALS
COMMUNITY ASSOCIATION, INC.
P. O. BOX 7833
ATHENS, GA 30604

Cross Reference: Deed Book 2434, Page 472

(Space above line for recording information)

FINAL APPROVED VERSION

STATE OF GEORGIA
COUNTY OF ATHENS-CLARKE

**AMENDED AND RESTATED PROTECTIVE COVENANTS FOR
HUNTINGTON SHOALS SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE
COVENANTS, made and published this the 23rd day of February
2023, by HUNTINGTON SHOALS COMMUNITY ASSOCIATION, INC.,
a Georgia non-profit corporation, hereinafter referred to as the
“Association.”

WITNESSETH:

THAT WHEREAS, the Association is a homeowners association
and non-profit corporation known as Huntington Shoals
Community Association, Inc., governing the Huntington Shoals
Subdivision (the “Subdivision”) shown on a plat (Sheet 1 and Sheet

2) entitled "FINAL PLAT FOR: HUNTINGTON SHOALS", dated March 14, 2003, prepared by Gregory J. Evans, Registered Land Surveyor No. 254, and recorded in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, in Plat Book 37, page 146, which is incorporated herein ("the Plat") all of which is also referred to herein as the "Property"; and

WHEREAS, governance of the Subdivision has been pursuant to the original PROTECTIVE COVENANTS FOR HUNTINGTON SHOALS SUBDIVISION, recorded June 13, 2003, at Book 2434, pages 472 through 484, inclusive, in the Office of the Clerk of Superior Court of Athens-Clarke County, Georgia; and

WHEREAS, it is to the benefit and advantage of the Association, its members, and to each and every person who hereafter purchases any numbered lot in the Subdivision; to have protective covenants governing and regulating the use and occupancy of the same declared to be covenants running with the land; and

WHEREAS, the Association and its members have determined and resolved to amend and restate the original PROTECTIVE COVENANTS FOR HUNTINGTON SHOALS SUBDIVISION so as to

restate, clarify and add certain terms and conditions pertaining to Lot use restrictions, changes to community standards, and for other lawful purposes; and

WHEREAS, these AMENDED AND RESTATED PROTECTIVE COVENANTS FOR HUNTINGTON SHOALS SUBDIVISION

(hereinafter the "Amended Covenants") have been approved by, and their approval is proven by the signatures of, owners of a minimum of 47 lots, representing at least 2/3 of all of the owned lots in the subdivision;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Association and each and every current and subsequent owner of any of the numbered lots in the Subdivision, the Association does hereby establish, promulgate, and declare the following Amended Covenants to apply to, and only to, each and every numbered lot in the Subdivision as delineated on the Plat (hereinafter a "Lot" or "Lots"), and to all persons owning these Lots, or any of them now and hereafter. These Amended Covenants shall become effective immediately and run with the land and shall be binding upon all persons owning or having an interest in such Lot in the Subdivision, to-wit:

1. **LAND USE AND BUILDING TYPE.** No Lot in the Subdivision shall be used for any purpose except single-family residence. Provided, however, in the event a single-family residence is maintained as a model home for the purpose of marketing single family residences for sale on the subject property, such model home shall be a permitted use. No building shall be erected, altered, placed, or permitted to remain on any numbered Lot other than one (1) detached single family dwelling, constructed and maintained for the use and occupancy of a single-family unit and private garage for not more than three (3) cars and other outbuildings customarily used in connection with and incidental to a single-family dwelling.

(A) No more than four (4) Lots in the Subdivision may be leased to non-owning tenants at one time. Owners whose primary residence is their Lot may lease part of their residence, and such a situation will not count against the aforementioned allowable total of leased Lots. If, at the time these Amended Covenants are filed, more than four (4) Lots are occupied by non-owning tenants, all such

lease arrangements shall be permitted to continue on until the property is conveyed for value pursuant to O.C.G.A. § 44-3-226(a)(2)(B). If, at the time the Lot is conveyed for value, the Lot lease arrangements cause the number of Lots occupied by non-owning tenants to exceed four (4), such lease shall no longer be permitted until such time when less than four (4) Lots have been leased.

- (B) Tenants leasing Lots in the Subdivision shall abide by these Amended Covenants. Lot owners shall provide tenants a copy of these Amended Covenants and any rules or bylaws adopted by the Board of Directors of the Huntington Shoals Community Association, Inc. (the "Board"). All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of these Amended Covenants and any rules or bylaws established by the Board. The lease shall also obligate the tenants to comply with the foregoing. Except as otherwise provided herein, violation of the revised covenants or rules by a

tenant may result in fines levied against the tenant and/or against the Lot owner.

- (C) Prior to the lease of a Lot, the Lot owner shall provide the Board with written notice of the name and current telephone number of the tenant and such other information as the Board may reasonably require, including but not limited to copies of lease documents.
- (D) All leases shall obligate each tenant to pay for trash removal pick up during their term of lease to the extent that the Lot owner is not paying for such service. In the event trash accumulates on the Lot and is not removed after a request from the Board, the Board reserves the right to pay for trash removal services and bill the Lot owner for such service. Such trash removal service shall not be considered a trespass. Both tenant and Lot owner shall be deemed to have consented to such trash removal service by virtue of these Amended Covenants and leasing from a Lot owner within this community.
- (E) The Board, in their sole and unlimited discretion, reserves the right to grant a waiver of the foregoing

leasing restrictions in the event of hardship or other extenuating circumstances. Lot owners may seek to lease their Lot on a special circumstance basis by requesting a temporary leasing permit. The Board reserves the right to grant or deny requests for temporary leasing permits in their sole and unlimited discretion and may request any documentation deemed reasonably necessary in order to make such decision, including but not limited to copies of any lease documents. The Board may consider the following factors in evaluating requests for leasing permits:

- (i) The nature, degree, and likely duration of any hardship or special circumstance;
- (ii) The harm, if any, which would result in the community if the permit is approved or denied;
- (iii) The number of leasing permits which have been issued to other Lot owners;
- (iv) The owner's ability to cure any hardship or special circumstance;

- (v) Whether previous leasing permits have been issued to the Lot owner; and
- (vi) The overall health, well-being, and quality of life of the community.

Notwithstanding anything to the foregoing, the Board shall not be required to approve or deny any such leasing permit in any particular circumstance and reserves the right to approve or deny any leasing request based on the totality of the circumstances.

2. **ARCHITECTURAL CONTROL.** The Architectural Control Committee established in the original Protective Covenants for Huntington Shoals Subdivision is hereby dissolved. All responsibilities of the former Architectural Control Committee shall be assumed by the Board.

3. **DWELLING QUALITY AND SIZE.**

(A) All one (1)-story dwellings must contain a minimum of one thousand two hundred (1,200) square feet of heated interior space and all two (2)-story dwellings must contain a minimum of one thousand four hundred (1,400) square feet of heated interior space.

4. **BUILDING LOCATION.** No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No dwelling shall be located nearer than six (6) feet to an interior lot line. No dwelling shall be located on an interior lot nearer than ten (10) feet to the rear lot line. All dwellings shall be located behind the front set-back indicated on the Plat. For the purposes of these Amended Covenants, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another Lot.
5. **DRIVEWAYS.** All driveways shall be concrete.
6. **FENCES.** No new fences shall be allowed in front or side yards beyond the rear line of the house extended to the side boundaries of the Lot. The only types of fences permitted are four foot (4') or six foot (6') wooden privacy fences. Fences shall be maintained by the Lot owner.
7. **MAILBOXES.** Mailboxes shall be painted all black, maintained free of rust, and the numbers on the box should be clearly

visible. The box may display the full address and/or the owner's surname.

8. **LANDSCAPING.** All front yards shall be sodded and shall have operating underground irrigation systems sufficient to provide water to the sodded area. Such sodding and irrigation shall be completed within thirty (30) days from the completion of the construction of the single-family residence located on a lot. Lot owners shall maintain landscaping and manicure grass regularly.

(A) If any lawn is deemed unkept, as reasonably determined by the Board, the same shall be deemed a violation of these Amended Covenants. The Board shall notify the Lot owner of such violation with three (3) days to cure the violation upon notice. If no action is taken within three (3) days, the Board shall be entitled and empowered to resolve any such violation, and take any other action permitted by the Bylaws or these Amended Covenants including but not limited to entering onto the Lot and curing the violation through an authorized third party or otherwise.

(B) Any costs and expenses incurred by the Association in resolving or curing the violation shall be billed to the Lot owner as a special assessment and shall constitute a lien on the Lot of the violator.

9. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements for electric, gas, telephone, and television cable may not be show on the Plat but the same shall exist as necessary to provide such services.
10. **NUISANCES.** No noxious, offensive, or illegal activity shall be permitted on any Lot, or amenity area, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood. Animals, such as unrestrained barking dogs, that make an undue amount of noise shall be considered a nuisance. Any nuisance that continues, after sufficient notice from the Board and a reasonable opportunity to cure, shall be grounds for the issuance of fines, against both tenants and Lot owners, and other enforcement actions as provided in these Amended Covenants.

11. **ABOVEGROUND STORAGE TANKS.** No exposed above ground storage tanks will be permitted on any Lot.
12. **TELEVISION ANTENNAS.** Television “dish” antennas shall not be permitted in the front yard of any Lot and shall not be visible from the front yard of any Lot. Antennas on a corner Lot are required to be screened from view from the side street.
13. **SIGNS.** Each Lot may display no more than one sign at a time no bigger than three feet square (3' x 3'). No signs shall be placed in any common area of the Subdivision, except with the formal approval of the Board.
14. **LIVESTOCK AND POULTRY.** 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 they are not kept, bred, or maintained for any commercial purposes. Pets should be restrained from undue barking or cause of any nuisance to other homeowners.
15. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to

accumulate thereon. All incinerators or other equipment for the storage or disposal of such material are prohibited. Trash cans shall be placed behind front corners of house and allowed in street for pick-up not more than twenty-four (24) hours on the day of pick-up.

16. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any Lot, unless such Lot is not served by public sewer and such private sewage system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.
17. **CARS, BOATS, CAMPERS, AND MOTOR HOMES.** The parking of any boats, campers, and motor homes on the street or in a driveway is prohibited. Vehicles must be kept in garage or parked on the driveway. On-street parking is provided for visitors, delivery, etc. No vehicle should be left unattended on side of street and no vehicle shall be left unattended in on-street parking locations for more than twelve (12) hour periods. On-street parking is not for permanent parking.

Vehicles left longer than twelve (12) hours may be towed at owner's expense.

18. **ACTIVITIES.** Any restricted activities or uses that tend to detract from the aesthetic character of the property, improvements, or common areas used in connection with such activities or uses shall not be permitted.
19. **PLAY EQUIPMENT.** Play equipment shall be placed no closer to the street than the rear line of the house extended to the side boundaries of the Lot.
20. **SIGHT DISTANCES AT INTERSECTION.** No fence, wall, hedge, or shrub planting which obstructs sight-lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot which is within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley

pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight-lines.

21. This section is intentionally left blank.
22. **HOMEOWNER'S ASSOCIATION.** The Association is a Georgia not for profit corporation. Every owner of a Lot in the Subdivision shall be a member of the Association. If title to a Lot is held by more than one (1) person, each of such persons shall be members. Membership shall be appurtenant to each Lot and such membership shall be transferred automatically upon transfer or conveyance of the Lot. Notwithstanding the above, each Lot shall be entitled to one (1) vote in the Association.

The Subdivision and all the Property, less any property or property interests transferred to the Unified Government of Athens-Clarke County, Georgia, affirmatively submits and avails itself of and shall be subject to and governed by the Georgia Property Owners' Association Act codified at O.C.G.A. §44-3-220, *et seq* (the "Act").

The provisions of this Article are to be amplified by the Articles of Incorporation and By-Laws of the Association provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the owners of lots as set forth herein. In the event of any conflict or inconsistencies among the Act, this Declaration, the Articles of Incorporation, or the By-Laws of the Association, then the Act, this Declaration, the Articles of Incorporation, and the By-Laws, in that order, shall prevail.

23. **COMMON AREA PROPERTY** Certain parcels on the Plat have been delineated as outlots. Unless conveyed to the Unified Government of Athens-Clarke County, Georgia, the outlots shall be conveyed to the Association subject to presentation of any easement in favor of the Oconee River Land Trust.
24. **ASSESSMENTS.** Assessments against the Lot owners shall be made to raise funds to pay the common expenses of the Property, and contribute a pro rata share of the maintenance of the common areas of the Subdivision and shall be governed by the following provisions:

(A) **LIABILITY.** Each Lot owner shall be liable to the Association for all sums as are lawfully assessed by the Association against him/her or his/her Lot or Lots in accordance with the terms and provisions of the Act, this Declaration, the Articles of Incorporation, and By-Laws. In addition to exercising the remedies provided for herein, the Association may enforce such liability by an action at law to recover all amounts assessed against each unit owner in accordance with the provisions of this Declaration. Each Lot owner shall also be liable to the Association for such monetary damages as the Association or its members may suffer or incur as a result of a Lot owner's violation of or refusal to comply with these Covenants.

(B) **CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENT.** Each owner of any Lot by acceptance of a deed or other conveyance thereof, whether or not so expressed in any such deed or other conveyance, covenants and agrees to pay to the

Association any assessment which shall be fixed, established, and collected as herein provided.

- (C) **UNIFORM RATE OF ASSESSMENTS.** All annual assessments shall be fixed at a uniform rate for all Lots. The Initial Annual Assessment shall be set at One Hundred and No/100 Dollars (\$100.00). This annual Assessment shall be paid in advance no later than January 15 of each calendar year. The annual assessment for each Lot shall be prorated for the year in which a sale occurs and shall be collected at closing.

- (D) **PURPOSE.** Assessments shall be levied against the Lot owners and the Lots to defray the common expenses of the Property. The common expenses of the Property shall be all of the expenditures which are made or incurred by or on behalf of the Association in connection with the exercise of its powers and responsibilities, and shall include, but not be limited to, the following:

- (i) Premiums for all insurance policies maintained by the Association;

- (ii) The expenses of performing the maintenance, repair, renovation, restoration, and replacement work which is the responsibility of the Association hereunder;
- (iii) All expenses related to the maintenance and repair of the entrance and any recreation facility located on any of the common areas of the Subdivision;
- (iv) The Association is responsible for the upkeep and maintenance of all amenity areas, including, but not limited to, grass cutting, tree pruning, trail maintenance, storm water maintenance, decorative entrance, and taxes;
- (v) Such other costs and expenses as may be determined from time to time by the Board of Directors to be common expenses.

(E) **COLLECTION.** In addition to all other remedies provided by law, the Association may enforce collection of the assessments for which a Lot owner is liable, together with all other amounts as may be owed by such Lot owner to the Association, as herein provided.

- (i) In the event that any Lot owner shall fail to pay any installment of the assessment levied against him/her within ten (10) days after such installment shall be due and payable, such owner shall pay, in addition to the amounts so due the Association:
- (a) A late charge equal to Ten Dollars (\$10.00) or Ten Percent (10%) of the amount so due, whichever is greater;
 - (b) Interest on the amount so due, including the late charge, from the date same became due and payable, at the rate of Ten Percent (10%) per annum, until paid;
 - (c) the cost of collecting, including court costs, the expense of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney fees actually incurred; and
 - (d) In the event the Association shall seek to foreclose its lien on the lot of such owner, the fair rental value of the Lot from the time of the institution of such suit until sale of the unit at

foreclosure (or until the judgment rendered in such suit is otherwise satisfied.)

- (ii) All sums lawfully assessed by the Association against any Lot owner, whether for the share of the common expenses pertaining to that Lot, fines, or otherwise, and all reasonable charges made to any Lot owner or Lot for material furnished or services rendered by the Association at the owner's request to or on behalf of the Lot owner or Lot, shall, from the time the sums become due and payable, be the personal obligation of the Lot owner and constitute a lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except:
- (a) Liens for ad valorem taxes on the lot;
 - (b) The lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the Declaration; or
 - (c) The lien of any secondary purchase money mortgage covering the Lot, provided that

neither the grantee nor any successor grantee of the mortgage is the seller of the Lot.

- (iii) The rights of a Lot owner, and all persons entitled to occupy the Lot of such owner, to use the common elements shall be suspended for the period of time any amount due and owing to the Association in regard to any Lot owned by such owner shall remain unpaid; provided, however that no such suspension shall deny any Lot owner other occupants of any Lot, access to the Lot owned or occupied, nor cause any hazardous or or unsanitary condition to exist.

25. **INSURANCE.** The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the common elements. Such liability insurance policy shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of a Lot owner because of the negligent acts of the Association or other Lot owners. Such liability insurance policy shall cover the Association, the Board, the officers of the Association, all

agents and employees of the Association, and all unit owners and other persons entitled to occupy any Lot or other portion of the Property, shall be for at least Five Hundred Thousand Dollars, (\$500,000.00) for injury including death to a single person; One Million Dollars (\$1,000,000.00) for injury or injuries, including death, arising out of a single occurrence; and Fifty Thousand Dollars (\$50,000.00) for property damages, with a cross-liability endorsement to cover the Lot owners as a group and shall include protection for damages to the property of others.

26. **TERMS.** These Covenants are to run with the land and shall be binding on all parties and all persons under them for a period of twenty (20) years from the date these covenants are recorded, after which time these Covenants shall be automatically extended for successive periods of twenty (20) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part. To the extent the terms of these Amended Covenants conflict or are inconsistent with those original PROTECTIVE COVENANTS FOR HUNTINGTON

SHOALS SUBDIVISION, recorded June 13, 2003, at Book 2434, pages 472 through 484, inclusive, in the Office of the Clerk of Superior Court of Athens-Clarke County, Georgia, these Amended Covenants shall control.

27. **ENFORCEMENT.** Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, or both as may be applicable depending upon the nature of the violation. The Board or any committee established by the Board, with the Board's approval, may impose sanctions for a violation of these Amended Covenants after notice and failure to cure. Such sanctions may include, without limitation:

(a) Imposing monetary fines which shall constitute a lien upon the Lot(s) of the violator

(b) Filing of notices in the public record providing notice of a violation of the Declaration or this Amendment

(c) Levying specific assessments to cover costs incurred bringing Lot(s) into compliance

All remedies shall be cumulative of any remedies available at law or in equity. The Association may exercise any right or privilege given to it expressly by this instrument or reasonably implied from or reasonably necessary to effectuate such rights or privileges. Except as otherwise provided in this Amended and Restated Protective Covenants, all rights and powers may be exercised without a vote of the membership. The Board shall not be obligated to enforce any covenant or restriction if the Board reasonably determines the Association position is not strong enough to justify enforcement action. Any such determination will not be construed as a waiver of such rights to enforce any provisions under any circumstances or any other covenant, restriction, or rule.

28. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, has executed this instrument under seal effective this 23 day of February, 2023.

HUNTINGTON SHOALS
COMMUNITY ASSOCIATION, INC.,
a Georgia non-profit corporation

By: Steve West (Seal)
Name: Steve West President

Attest: Rebecca Henry (Seal)
Name: Rebecca Henry Treasurer

Signed, sealed, and delivered in the presence of:

Yanika Frost
Witness

Tasha See
Notary Public

