

STATE OF ALABAMA  
COUNTY OF MADISON

AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
SADDLETREE HOMEOWNERS ASSOCIATION,  
INC.



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Madison County, AL  
TOMMY RAGLAND Probate Judge

File **2017-00614051**

HEARD ARY & DAURO LLC  
PICK UP

X

**THIS AMENDMENT** (the "Amendment") to the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of Saddletree Homeowners Association, Inc. (the "Association") is made on the date hereinafter set forth pursuant to Article VIII § 8.03 of the Declaration, as recorded on July 2, 1987 at Deed Book 697 Page 739 in the Office of the Judge of Probate of Madison County, Alabama, and previously amended as recorded on March 7, 2002, at Deed Book 1015 Page 825 in the Office of the Judge of Probate of Madison County, Alabama.

**WHEREAS**, Article VIII § 8.03 of the Declaration provides that the Declaration may be amended by a document signed by not less than seventy-five percent (75%) of the Members of the Association.

**WHEREAS**, on August 28, 2017, the Association held a duly called and noticed Special Meeting of the Members (the "Special Meeting.") At the Special Meeting, a quorum was present in person and in proxy pursuant to Article III § 4 of the Bylaws, and a majority of the Members voted to approve the following amendments to the Declaration.

**WHEREAS**, One hundred twenty (120) Lots are subject to the Declaration. Pursuant to Article I §§ 1.01(H) and (I), and Article II § 2.03 of the Declaration, the Members of the Association consist of the Owners of the Lots.

**WHEREAS**, the written consent to this Amendment of ninety one (91) out of one hundred twenty (120) Members of the Association is attached hereto as Exhibit "A."

**NOW THEREFORE**, the Declaration is hereby amended as follows:

**ARTICLE SIX**

**USE RESTRICTIONS**

**6.06 Prohibited Structures**

The second sentence of this section is amended to read as follows:

“No structure of emplacement of a temporary character, tent, shack, shed, barn, mobile home, manufactured building, or other outbuilding, shall be erected, placed, driven onto, altered or permitted to remain on any Lot at any time, either temporarily or permanently, without the prior written consent of the Board and Committee.”

**6.07 Signs and Sales Facilities**

This section is amended in its entirety to read as follows:

“No signs, flags or banners of any character shall be allowed on any Lot except: American flags, security signs, school displays, seasonal displays; Saddletree Homeowners’ Association event/activities signs; and/or one sign of not more than five square feet advertising the Lot for sale or rent, provided that any person or entity engaged in the construction and sale of residences within the Subdivision shall have the right, upon prior written consent of Declarant, during the period in which the Property is being developed as a residential community, to construct and maintain such signs and sales facilities as may be reasonable, necessary, or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas and model units.”

**6.14 Animals**

This section is amended to add the following language after the first sentence thereof:

“All dogs must be leashed or fenced in at all times in accordance with Huntsville City ordinances. All pet debris shall be removed from any lots, sidewalks, common areas, and streets.”

**6.15 Trucks, Buses and Trailers**

The caption of this section is amended to read as follows:

**“6.15 Vehicles”**

Furthermore, the first three sentences of this section are amended to read as follows:

“No vehicle, including, but not limited to, automobiles, commercial vehicles, trucks, buses, campers, motor homes, boats, recreational vehicles, trailers, motorcycles (all types), derelicts, junk vehicles, or racing motor vehicles, shall be left parked in the street in front of or beside any lot for more than five (5) consecutive days.” No truck (except pick-ups), bus, camper, motor home, boat, commercial vehicle, recreational vehicle, trailer, derelict, junk vehicle, or racing motor vehicle shall be left parked in the street in front of or beside any Lot. No truck (except pick-ups), bus, camper, motor home, boat, commercial vehicle, recreational vehicle, trailer, motorcycle (all types), derelict, junk vehicle, racing motor vehicle, or trailer shall be parked in the driveway or on any portion of the Lot unless such vehicle or object is completely concealed from public view inside a garage or Committee-approved enclosure.”

**6.20 Lot Maintenance**

This section is amended in its entirety to read as follows:

“All Lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut, and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish (including, but not limited to, yard clutter from fallen tree branches/yard debris, pallet containers, etc.). All vegetable gardens must be located no closer to the front lot line than the rearmost corner of the residence, and no closer to the side lot lines than the outermost corners of the residence. At street intersections, shrubbery, trees, hedges, signs, and any overgrown vegetation is not allowed if it interferes with the view of traffic. Any overhang from lot trees or lot foliage over sidewalks must be maintained/cleared to allow for walking access. In order to maintain an attractive and pleasant neighborhood, all yard equipment, supplies or storage piles for each resident must be kept in a neat, safe area, not highly visible to neighboring lots or streets.”

**6.21 Enforcement**

This section is added in its entirety to read as follows:

“In the event of any default by the Owner or other occupant of any Lot in observing the restrictions and other requirements set out in this Declaration, which default is continuing after ten (10) days’ written notice thereof to the Owner or occupant, as applicable, the Declarant, the Association, or their respective designated agents may assess a fine against the Owner and the Lot, which shall constitute an additional assessment and lien against the Lot pursuant to Article 3.01 of these Covenants. In addition, and without waiver of the foregoing, the Declarant, the Association, or their respective designated agents, without liability to the Owner, Contractor or any occupants of the Lot in trespass or otherwise, may enter upon (or authorize one or more others to enter upon) said Lot, cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work, and associated materials. Payment thereof shall be collected by adding the charges to the above-described assessments and shall be payable on the next regular assessment payment unless directed otherwise by the Board, and if no Board, by the Declarant.”

**ARTICLE EIGHT**

**MISCELLANEOUS PROVISIONS**

**8.03 Duration and Amendment**

This section is amended in its entirety to read as follows:

“The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant, the Board or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants,

conditions and restrictions of this Declaration may be amended by the Declarant until incorporation of the Association, and thereafter by an instrument signed by not less than sixty-six percent (66%) of the Members of each voting class, but Article Six of this Declaration shall remain subject to the right of the Association to grant waivers and variances therefrom as set forth in Section 2.01.”

IN WITNESS WHEREOF, the undersigned have executed this instrument on this the 4<sup>th</sup> day of ~~November~~ <sup>December</sup>, 2017.

**DIRECTORS:**

Sherrie Rhoads  
Sherrie Rhoads

Bill Taylor  
Bill Taylor

Austin Miller  
Austin Miller

Joyce Love  
Joyce Love

Lee Frazier  
Lee Frazier

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that Sherrie Rhoads, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, she executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 28<sup>th</sup> day of November, 2017.



Brandy D Alpton  
NOTARY PUBLIC  
My Commission Expires: 02/24/2020

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that Austin Miller, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 29<sup>th</sup> day of November, 2017.

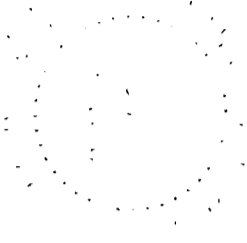


Brandy D. Alpton  
NOTARY PUBLIC  
My Commission Expires: 02/24/2020

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that Bill Taylor, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 28<sup>th</sup> day of November, 2017.



*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: 2/24/20

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that Joyce Love, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, she executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 27<sup>th</sup> day of November, 2017.



*Brandy D. Alpton*  
NOTARY PUBLIC  
My Commission Expires: 02/24/2020

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that Lee Frazier, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, she executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 4<sup>th</sup> day of ~~November~~ <sup>December</sup>, 2017.



*Brandy D. Alpton*  
NOTARY PUBLIC  
My Commission Expires: 02/24/2020

*This instrument prepared by:  
Adam C. Dauro  
Heard Ary & Dauro, LLC  
303 Williams Ave., Ste 921  
Huntsville, Alabama 35801*

