

Sample Restrictions – Saddletree Homeowners Association (SHOA)

Please Read... Here are some notable excerpts from the *Declaration of Covenants, Conditions, and Restrictions of Saddletree*, listed for convenient quick reference. The list is not inclusive of the terms of any restriction. There may be additional terms, conditions, and exceptions. Please refer to the full text of the *Declaration* on our website, www.saddletree.org. Violations of the deed restrictions may lead to fines and additional enforcement actions.

A **Member** of SHOA is the owner of each lot and is a member of the Association. The **Owner** is also known as the record owner, whether one or more persons or entities. (Covenants, Article 1, General Provisions, Sections 1.01 I-Member & L-Owner)

- **All changes and improvements require Architectural Control Committee approval in writing.** (Covenants, Article 4, Architectural Control, Section 4.02; **and**, Architectural Control Committee Regulations, 3.0 Regulations & Restrictions)
- **All additions to homesites, including garage additions or changes, must have prior approval from the Architectural Control Committee.** (Covenants, Article 4, Architectural Control, Section 4.02; **and**, Architectural Control Committee Regulations, 3.0 Regulations & Restrictions)
- **Homes and homesites must be kept in good maintenance and repair by each owner.** (Covenants, Article 6, Use Restrictions, Section 6.20 Lot Maintenance, amended December 2017)
- **All homesite landscaping must be kept in neat, attractive, healthful, and sanitary condition.** (Covenants, Article 6, Use Restrictions, Section 6.20 Lot Maintenance, amended December 2017)
- **No fences may be constructed prior to their approval by the Architectural Control Committee, to include design, materials, and location. Fences may not exceed six feet in height. No fence may extend beyond the front of a house. No chain link, wire, or plastic type material is allowed, except for those fences constructed prior to July 2017 Architectural Control Committee Regulations implementation.** (Covenants, Article 6, Use Restrictions, Section 6.18 Fences; **and**, Architectural Control Committee Regulations, 3.0 Regulations & Restrictions, Section 3.02a Lot Fence)
- **All invisible electrical fence installations must show some type of display visible from street or sidewalk (a small sign is appropriate).** (Architectural Control Committee Regulations, 3.0 Regulations & Restrictions, Section 3.02b Animal Fence)
- **No dwelling shall have less than 50% masonry construction and must have prior approval from the Architectural Control Committee.** (Covenants, Article 6, Use Restrictions, Section 6.10 Masonry Requirements)
- **External structures such as storage sheds/shacks, shops, carports, or similar structures are prohibited, except those constructed prior to December 2017 Declaration of Covenants implementation.** (Covenants, Article 6, Use Restrictions, Section 6.05 Prohibited Structures, amended December 2017)
- **A detached garage is acceptable. Detached garages must be constructed of the same exterior materials as the main residence and must have prior approval from the Architectural Control Committee.** (Architectural Control Committee Regulations, 3.0 Regulations & Restrictions, Section 3.03a Outbuildings & Other Structures)
- **Any hot tub, pool, or similar structure must be located in a rear privacy area and not highly visible. Construction must have prior approval from the Architectural Control Committee. Above-ground pools are prohibited.** (Architectural Control Committee Regulations, 3.0 Regulations & Restrictions, Section 3.03b Outbuildings & Other Structures)
- **Homesites are for residential use only.** (Covenants, Article 6, Use Restrictions, Section 6.01 Type of Building Permitted)

- **No temporary or mobile structure may be used as a living unit at any time.** (Covenants, Article 6, Use Restrictions, Section 6.06 Prohibited Structures, also include section amended December 2017)
- **Easements for streets, roads, walks, utilities, or drainage may not be obstructed.** (Covenants, Article 6, Use Restrictions, Section 6.04 Easements)
- **Parking for vehicles other than passenger automobiles is restricted.** (Covenants, Article 6, Use Restrictions, Section 6.15 Vehicles, amended December 2017)
- **Parking and storage of vehicles is restricted to driveways and specifically designated areas.** (Covenants, Article 6, Use Restrictions, Section 6.15 Vehicles, amended December 2017)
- **No signs, flags or banners of any character are allowed except for standard American flags, security signs, school displays, seasonal displays, SHOA event/activity signs, and/or signs for displaying Lot for sale or rent.** (Covenants, Article 6, Use Restrictions, Section 6.07 Signs and Sales Facilities, amended December 2017)
- **Driveways must be maintained in their original form and style. Any changes must have prior approval from the Architectural Control Committee.** (Covenants, Article 6, Use Restrictions, Section 6.12 Driveways and Sidewalks)
- **No lot shall be used or maintained as a dumping ground for rubbish/trash. All trash, garbage, and waste must be kept in sanitary containers.** (Covenants, Article 6, Use Restrictions, Section 6.09 Rubbish, Trash and Garbage)
- **No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats or other household pets that are not kept, bred or maintained for commercial purposes.** (Covenants, Article 6, Use Restrictions, Section 6.14 Animals)
- **All dogs must be leashed or fenced in at all times. All pet debris shall be removed from lots, sidewalks, common areas, and streets.** (Covenants, Article 6, Use Restrictions, Section 6.14 Animals, amended December 2017)
- **No business or commercial activity of any kind may be conducted on a homesite.** (Covenants, Article 6, Use Restrictions, Section 6.01 Type of Building Permitted)
- **No solar collectors may be installed without prior approval from the Architectural Control Committee.** (Covenants, Article 6, Use Restrictions, Section 6.17 Solar Collectors)
- **Outside clothes drying is prohibited (not allowed).** (Covenants, Article 6, Use Restrictions, Section 6.13 Outside Clothes Drying)
- **No noxious or offensive activity shall be carried out upon any Lot. Nuisances include activities which infringe on the rights of other owners or which deter from the beauty and natural aesthetics of Saddletree.** (Covenants, Article 6, Use Restrictions, Section 6.05 Noxious or Offensive Activities Prohibited)

The following are not part of the SHOA Covenants but are enforced by City and/or State Ordinances:

- **Burning outside of any kind is prohibited on homesites (City Ordinance), except for outdoor grilling and/or fire pits.**
- **No wildlife is allowed to be kept on any Lot (City & State ordinances).**