

BY-LAWS AND REGULATIONS OF
SADDLEBROOK FARMS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Section 1.1. Name and Location. The name of the corporation is Saddlebrook Farms Homeowners' Association, Inc., hereinafter referred to as "Association." The principal office of the association shall be located at the current property management company address, but meetings of members and directors may be held at such places within the State of Kentucky, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 2.1. Declaration. "Declaration" shall mean and refer to the Saddlebrook Farms Declaration of Covenants, Conditions, Restrictions, Easements and Liens recorded in the office of the Clerk of Boone County, Kentucky, as the same may be amended, from time to time.

Section 2.2. As used in these Regulations, the terms "Articles," "Articles of Incorporation," "Association," "Board," "Board of Trustees," "Board of Directors," "By-Laws," "Common Areas," "Community Facilities," "Eligible Mortgage Holders," "Limited Common Areas," "Living Unit," "Lot," "Member," "Owner," "Property" and "Section" shall have the same meaning as each is defined to have in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 3.1. Annual Meeting. Each regular annual meeting of the Members shall be held in August of each year on a date, time, and place designated by the Board of Directors.

Section 3.2. Special Meeting. Special meetings of the Members may be called at any time by the President, by the Board of Directors, or upon written request of 20% of the Members who are eligible to vote.

Section 3.3. Notice of Member Meetings. Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of the Secretary, by using at least 2 of the following: U.S. mail; e-mail; text message, posting on community bulletin board; and/or personal delivery to the address of the house, not less than 10 nor more than 60 days before such meeting to each Member entitled to vote thereat, addressed to

the Member's address, phone number, or e-mail last appearing on the books of the management company, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and the purpose of the meeting, and the notice of annual meeting shall include a Candidate Information Sheet for each Member appearing on the ballot for the Board of Directors.

Section 3.4. Quorum. The presence at the meeting of Members entitled to cast, either in person or by absentee ballot if absentee ballot has been approved by the Board of Directors, or of proxies eligible to be cast, fifty percent (50%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws and Regulations. If, however, such quorum shall not be present or represented at any meeting, the Members eligible to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 3.5. Adjourned Meetings. If, at any annual meeting of the Members of the Association, there be less than a quorum present, a majority of those Members present and eligible to vote may adjourn the meeting to the following week and at the same place and time as the adjourned meeting was called, at which time the quorum requirement shall be one-third (1/3) of the votes of the eligible membership of the Association, and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

Section 3.6. Proxies. At all meetings of the Members, each eligible Member may vote in person or by proxy or by absentee ballot if absentee ballot has been approved by the Board of Directors and mailed to the Member at least ten (10) days prior to the meeting. All proxies shall be in writing and filed with the Secretary. No more than five proxies may be held by any one person. Every proxy shall be revocable upon actual notice of revocation to the person presiding over a meeting of the Association and shall automatically terminate one year after its date, unless it specifies a shorter term, or upon conveyance by the Member of his Lot or Living Unit. No proxy shall be used for anyone voting by absentee ballot.

Section 3.7. Voting. The vote of the majority of eligible members present, either in person, by absentee ballot, or by proxy, shall decide any questions brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Kentucky, the Declaration, the Articles of Incorporation or the Association or these By-Laws and Regulations.

Section 3.8. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than forty-five (45) days delinquent in the payment of any assessment due the Association.

Section 3.9. Parliamentary Authority. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in any which they are not inconsistent with these Bylaws and any special rules of order the Board may adopt.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 4.1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who shall have been Members of the Association for at least two years and who are eligible to vote.

Section 4.2. Term of Office. Beginning with calendar year 2023, All Directors shall be elected by the Members for terms of three years, with two Directors being elected on each of the first two years, and one Director being elected on the third year. Thus, the rotation shall be two, two, and one over three years.

Section 4.3. Removal. Any Director may be removed from the Board, with or without cause, by a 2/3 vote of the eligible Members of the Association. In the event of death, resignation or removal of a Director, the successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 4.4. Compensation. Members of the Board of Directors shall serve without compensation. However, any Director may be reimbursed for actual expenses incurred in the performance of their duties.

Section 4.5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the signed approval of the majority of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 5.1. Nomination. Notices to solicit candidates interested in serving on the Board of Directors shall be mailed to all Members at least eight weeks prior to the annual meeting. Nominations may also be made from the floor at a special meeting to be held four weeks prior to the annual meeting, and all prospective candidates shall communicate their intent and qualifications to serve in writing prior to or at the special meeting. At the special meeting, each candidate shall address the membership.

Section 5.2. Election. Election to the Board of Directors shall be by secret written ballot. Ballots shall be mailed to all Members using a double envelope for return of the ballots which may be mailed so long as it is received before the annual meeting. At such election the eligible Members or their proxies may cast, in respect to each vacancy, as many votes as they are eligible to exercise under the provisions of the Declaration and Section 3.7 of Article III of these By-Laws and Regulations. The persons receiving the largest number of votes shall be elected.

Cumulative voting is not permitted. In the event of a tie, the winner shall be determined by a coin toss.

ARTICLE VI

MEETING OF DIRECTORS

Section 6.1. Regular Meetings. The Board of Directors shall meet, in addition to the annual meeting, at regular monthly meetings on the same weekday of the month or as established as to time and place by resolution of the Board.

Section 6.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by any three (3) Directors or by written petition of 20% of the Members eligible to vote, after not less than ten (10) days' notice to each Member using the same format of notification as in 3.3.

Section 6.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum of Directors is present shall be regarded as the act of the Board.

Section 6.4. Executive Session Meetings. Executive sessions between elected Board members may only involve discussions regarding legal negotiations, personnel matters, homeowner delinquencies, and homeowner-to-homeowner issues. A quorum of the Board of Directors must be present for all Executive Sessions. The general membership must be informed when Executive Sessions are held and for what general purpose. The detailed minutes from Executive Sessions are to be kept separate from the open meeting minutes.

Section 6.5. Reorganizational Meeting. Immediately following the Annual Meeting at which any new Board of Directors member is elected, an open Reorganizational Meeting shall be held. At that time the Board of Directors will elect the officers for the coming year. At the Reorganizational Meeting all contracts then in effect shall be assumed for continuance through the expiration of any term(s) set forth therein. Any Director leaving the Board is required to return any property, documents, correspondence, or reports belonging to the Board of Directors/Association. To the extent possible, a schedule of Regular Meetings indicating time, day and month shall be set.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Community Facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

- (b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association for greater than 45 days. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations.
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association by other provisions of these By-Laws and Regulations, the Articles of Incorporation, or the Declaration;
- (d) subject to the provisions of Section 4.3 hereof, to declare the office of a member of the Board of Directors to be vacant in the event such member fails to complete a training program for new Board members within six (6) months of being elected and/or shall be absent from three (3) consecutive regular meetings of the Board of Directors without cause; and
- (e) employ such independent contractors, and other employees as they deem necessary, and to prescribe their duties.

Section 7.2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fifth (1/5) of Members who are eligible to vote;
- (b) to the extent possible, contract with a reputable professional management company, which contract may not exceed three years;
- (c) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (d) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and
 - (3) pursue liens and foreclosure as directed in the collection policy against any Lot for which assessments are not paid within sixty (60) days after due date and/or bring an action at law against the Owner personally obligated to pay the

same, if the Board deems foreclosure or other action necessary.

- (e) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge not to exceed twenty five dollars (\$25.00), may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) procure and maintain adequate liability and hazard insurance on property owned or maintained by the Association;
- (g) cause all officers having fiscal responsibilities to be bonded, as required by the Declaration; and
- (h) cause the Community Facilities under the control of the Association to be maintained in accordance with the provisions of the Declaration, including but not limited to the retention of independent contractors and/or employees as deemed necessary who are licensed, bonded and insured.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors to be held immediately following the annual meeting of the Members.

Section 8.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until the successor is elected and qualified, unless he/she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 8.4. Special Appointments. The Board may appoint such special officers as the affairs of the Association may require, each of them shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of

such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces. Any appointed officer shall participate in any training offered during their tenure.

Section 8.7. Multiple Offices. The office of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

Section 8.8. Duties. The duties of the officers are as follows:

- (a) **President** — The President shall cause to be prepared an agenda for and shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall act as chief executive officer.
- (b) **Vice-President** — The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- (c) **Secretary** — The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; record all meetings electronically and retain the recordings; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; keep appropriate current records showing the Members of the Association entitled and eligible to vote; and shall perform such other duties as required by the Board.
- (d) **Treasurer** — The Treasurer shall receive and deposit in an appropriate FDIC insured financial institution all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of accounts; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; present a financial report at each regular meeting; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at its regular annual meeting, and deliver a copy of each to the Members. Notwithstanding the foregoing, any non-recurring

EXHIBIT "A"

Situated in the State of Kentucky, County of Boone, in the City of Florence, and being all of Lots 1, 2, 3, 4, 5, 6, 16 and 17 of Saddlebrook Farms, Section 1 as shown on the Plat recorded as Plat Book No. 114 B, of the Boone County, Kentucky Clerk's Office.

Group No. 1958

Situated in the State of Kentucky, County of Boone, in the City of Florence and being all of Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21 and 22, Section 2 as shown on the Plat recorded as Plat No. 115 A of the Boone County, Kentucky Clerk's Office.

Group No. 1959

Situated in the State of Kentucky, County of Boone, in the City of Florence and being all of Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 Section 2 as shown on the Plat recorded as Plat No. 115 A of the Boone County, Kentucky Clerk's Office.

Group No. 1960

EXHIBIT "A-1"

A parcel of land lying on the westerly side of I-75 in Florence, Boone County, Kentucky, and being more particularly described as follows:

Beginning at a point in the westerly right-of-way line of I-75, said point also being the most southeasterly corner of of McEvoy (DB 136 Page 375 and DB 176 Page 501, Boone County Clerk's Records) and running thence:

South 41° 19' 01" East, along the westerly right-of-way line of I-75, 32.41 feet, to a point, thence South 17° 11' 21" East, along the westerly right-of-way line of I-75, 127.14 feet, to a point; thence South 72° 48' 39" West, along the westerly right-of-way line of I-75, 30.00 feet, to a point, thence South 17° 11' 21" East, along the westerly right-of-way line of I-75, 39.20 feet, to a point, thence Southeastwardly, along the westerly right-of-way line of I-75, a chord bearing of South 16° 09' 44" East, a chord distance of 403.58 feet, to a point, thence North 74° 51' 53" East, a distance of 50.00 feet, to a point, thence Southeastwardly, along the westerly right-of-way line of I-75, a chord distance of South 12° 31' 14" East, a chord distance of 1,032.00 feet, to a point, thence South 49° 19' 42" West, a distance of 152.61 feet, to a point, thence North 40° 40' 18" West, a distance of 357.93 feet, to a point, thence South 65° 52' 13" West, a distance of 92.88 feet, to a point, thence North 24° 07' 47" West, a distance of 60.00 feet, to a point, thence Southwestwardly, along a curve toward the north, a chord bearing of South 89° 52' 13" West, a chord distance of 158.30 feet, to a point, thence North 66° 07' 47" West, a distance of 105.00 feet, to a point, thence North 23° 52' 13" East, a distance of 97.58 feet, to a point, thence North 45° 14' 01" West, a distance of 791.53 feet to a point, thence North 49° 15' 59" East, a distance of 1,067.49 feet, to the place of beginning and containing 22.18 acres more or less.

Group No. 2048 B

The above prepared description was prepared by Viox & Viox PSC.

PARCEL II (cont.)

East, a chord distance of 23.87 feet, to a point, thence Southeastwardly, along the northerly right-of-way line of Saddlebrook Lane, a chord bearing of South 82° 36' 20" East, a chord distance of 221.53 feet, to a point, thence Northeastwardly, along a curve toward the north, a chord bearing of North 72° 50' 35" East, a chord distance of 26.62 feet, to a point, thence South 58° 53' 12" East, a distance of 50.00 feet, to a point, thence Southeastwardly, along a curve toward the east, a chord bearing of South 10° 36' 58" East, a chord distance of 26.62 feet, to a point, thence Southeastwardly, along the northerly right-of-way line of Saddlebrook Lane, a chord bearing of South 51° 05' 16" East, a chord distance of 16.47 feet, to a point, thence South 49° 49' 47" East a distance of 93.92 feet, to a point, thence North 49° 15' 50" East, a distance of 182.58 feet, to a point, thence North 34° 52' 02" West, a distance of 589.47 feet, to a point, thence South 55° 07' 58" West, a distance of 290.00 feet, to a point, thence South 81° 25' 41" West, a distance of 190.00 feet, to a point, thence South 45° 03' 00" West, a distance of 125.00 feet, to a point, thence South 10° 24' 00" West, a distance of 75.00 feet, to a point, thence South 54° 35' 33" West, a distance of 137.94 feet, to a point, thence South 49° 22' 30" East, a distance of 155.11 feet, to a point, thence South 52° 17' 05" East, a distance of 136.55 feet, to the place of beginning and containing 6.76 acres more or less.

Group No. 2048 B

PARCEL III

A parcel of land lying on the northeasterly side of US 25-US 42 Connector (Weaver Road) and the southerly side of Saddlebrook Lane in Florence, Boone County, Kentucky, and being more particularly described as follows:

Beginning at a point in the northeasterly right-of-way line of Weaver Road at its intersection with the southerly right-of-way line of Saddlebrook Lane and running thence North 39° 21' 07" East, a distance of 27.87 feet, to a point, thence South 50° 38' 53" East, a distance of 11.50 feet, to a point, thence Northeastwardly, along the southerly right-of-way line of Saddlebrook Lane, a chord bearing North 52° 22' 34" East, a chord distance of 142.00 feet, to a point, thence Southeastwardly, along a curve toward the south, a chord bearing of South 65° 12' 48" East, a chord distance of 30.36 feet, to a point, thence North 74° 10' 24" East, a distance of 50.00 feet, to a point, thence Northeastwardly, along a curve toward the east, a chord bearing of North 33° 33' 35" East, a chord distance of 30.36 feet, to a point, thence Southeastwardly, along the southerly right-of-way line of Saddlebrook Lane, a chord bearing of South 73° 26' 30" East, a chord distance of 252.37 feet, to a point, thence South 49° 49' 47" East, a distance of 220.37 feet, to a point, thence South 40° 10' 13" West, a distance of 340.00 feet, to a point, thence North 49° 49' 47" West, a distance of 370.07 feet, to a point, thence North 52° 17' 05" West, a distance of 176.57 feet, to the place of beginning and containing 3.68 acres more or less.

Group No. 2048 B

The above descriptions were prepared by Viox & Viox PSC.

SADDLEBROOK FARMS POLICIES

SADDLEBROOK HOMEOWNERS:

Homeowners agree to conform with the requirements of the Saddlebrook Farms HOA, Inc. as set forth in the Declarations, the By-Laws, Regulations, and Policies of the Association. This includes all payments of Association assessments.

SADDLEBROOK FARM'S ARCHITECTURAL POLICY:

Construction is prohibited on any structure, fence, wall or building until the plans, specifications and site location thereof are first approved in writing by the Design Review Board, using the "Application for Exterior Change to Building or Grounds" form. Submit the completed form to the property management company.

Such approval must be obtained before any construction is commenced. If such plans are not rejected in writing and no approval has been received within thirty days from submission for approval, they shall be automatically approved.

All buildings must be field staked by a registered surveyor and appropriate permits filed before construction commences. It shall be the responsibility of the owner or his agent or contractor to submit the proper documentation.

DURATION OF CONSTRUCTION:

All construction must be completed, including landscaping, within one (1) year from commencement of said construction.

SADDLEBROOK FARM'S HOME, FENCE AND WALLS POLICY:

No wall or fence shall extend into the front of or beyond the setback line of each respective residence, except however any retaining wall or other wall required by the nature or contour of the lot.

Permitted fences shall not exceed four (4) feet in height except fences around swimming pools which may be higher when required by law or as approved prior to construction.

Kentucky Board and Split Rail are the only materials approved for use in Saddlebrook Farms. No private fences will be connected to the boundary fences maintained by the HOA, unless approval is granted by the Board of Directors and the Design Review Board.

HOMES:

A) All houses in the subdivision shall be constructed of stone, brick and frame or other approved construction materials.

B) No pre manufactured homes are allowed in the community.

C) No cinder blocks or concrete blocks shall be exposed on any exterior walls without the written consent of the design review board.

D) All driveways shall be constructed of concrete.

E) Any homes needing rebuilding must submit plans to the design review board for approval and must conform to the current styles in the community

SADDLEBROOK FARM'S SOLAR POWER POLICY:

Solar panel placement plans need to approved by the Design Review Board.

SADDLEBROOK FARM'S COMMUNITY APPEARANCE POLICY:

No automobiles, machinery, equipment or parts shall be dumped or stored upon any lot, either temporarily or permanently, and owners shall keep the lots free from all trash and other debris, excepting building materials may be kept or stored thereon temporarily during the period of construction of the dwelling unit.

All unused building materials shall be removed as soon as possible after construction is complete.

The owner of the lots shall keep them mowed and free of tall grass and weeds and shall maintain the premises, including trees and shrubs, so that they have a neat and attractive appearance. Landscaping must be maintained by pruning, trimming, cutting back, or removal, to control overgrowth.

The owners of the lots shall permit no debris of any kind to be deposited on any lot or upon the streets or right-of-ways in the subdivision. Should the owner of any lot fail to abide by this covenant, any of the materials or the trash herein mentioned may be removed at the expense of the owner.

All dwellings and other structures shall be at all times maintained so that they have a neat and attractive appearance.

Portions of structures that are painted shall be repainted when needed to keep their appearance attractive. Paint colors will complement the community buildings and homes, and if changing from original color, must be approved by the Design Review Board.

NUISANCES:

No offensive odors or unsightly nuisances will be permitted on any lot in the subdivision which may be construed to be detrimental to the neighborhood. No metal swings or play sets, above ground pools, various antennas etc. are permitted.

OUTDOOR STRUCTURES:

No structures of a temporary character, trailer, barn, kennel, or other out building shall be used on any lot after the permanent residence on each respective lot has been completed.

Freestanding sheds are not permitted. Sheds connected to the primary residence may be installed, after submission and approval of the "Application for Exterior Change" form. Sheds must be installed on the rear of the home, out of the line of sight, when possible. Plot plans must be submitted showing proposed location.

SADDLEBROOK FARM'S PARKING POLICY:

No boats, trailers, mobile homes or house vehicles shall be permitted to be parked on any lot in the subdivision unless the same is stored in an enclosed garage so as not to constitute an unsightly nuisance to the surrounding property.

No buses shall be parked on any lot or street in the subdivision.

No vehicle which constitutes an unsightly nuisance shall be allowed to be on any lot or street in the subdivision.

Parking for the dog park is available at the clubhouse parking lot

No pods should be parked for longer than 30 days

During snow events, all vehicles parked on the street should be moved into driveways to allow for street plowing and salting.

Temporary parking for oversized vehicles may be available at the clubhouse parking lot with prior approval by the HOA, and Clubhouse Coordinator.

SADDLEBROOK FARM'S SIGNS POLICY:

No sign shall be permitted on any lot or building in the subdivision except the owner or agent shall be permitted to place a temporary sign, not to exceed five (5) square feet in size, advertising the property for sale or rent. This does not prohibit street or subdivision signs.

Political signs must be removed the day after the elections are held.

Posting signs for security purposes are allowed.

Contractors doing current work may post a sign on the property.

SADDLEBROOK FARM'S PET POLICY

1) Only "household pets" are allowed in the community. "Household Pets" includes a maximum of four (4) dogs and/or cats per unit.

All such animals must be currently licensed in Boone County or other jurisdiction which requires rabies vaccination.

2) Pets may not be kept or bred for commercial purposes.

3) The Board shall have the right to prohibit specific breeds of animals (e.g., pit bulls) where the presence of such animals on association property has an adverse impact on any common expense of the association, including, but not limited to, expenses related to insurance.

4) While off the owner's lot, the pet must be leashed. Pets may not be left tethered indoors or outdoors, unattended.

5) The unit owner, and/or owner of the pet, is responsible for cleaning up pet droppings immediately, including the common areas and any yards in the neighborhood or streets. Unit owners shall repair all animal damage to lawns, structures, trees and shrubs when requested to do so by the Board. Repairs and replacements will use materials of equal quality to those damaged. (The Board has the right to require such repairs be done at any time of year and shall allow the unit owner at least 30 days to have same completed. In the event the owner fails to do such repairs, the Board shall have the right to engage a contractor to do or complete such repairs, and the bill for same will be assessed to the pet owner, or the unit owner if the pet was owned by a tenant, guest or invitee.

HOA members may have access to the dog park with an approved application. Pet owners must clean up after their pets.

Poultry, (ducks and geese) and other waterfowl, are not considered pets, and are protected by the Department of Fish and Wildlife.

Do not feed the waterfowl or collect and/or hatch the eggs.

SADDLEBROOK FARM'S LEASING OR RENTAL POLICY

There must be a lease in writing and all leases are subject to all provisions of the Declaration, the By-Laws, and the Rules and Regulations of the Board of Directors;

If any lease is in violation of any of the provisions of the Declaration or this policy, the HOA Board may bring action to have the tenant evicted and/or to recover damages;

The HOA may recover all of its costs, including Court costs and reasonable attorney's fees, and such costs shall be a continuing lien upon the lot.

Owners must have resided in the Living Unit for 2 years prior to being eligible for their Living Unit becoming a rental property. (The Association reserves the right to use its discretion to allow for variances in unusual situations.) No more than 5% of the total number of Living Units may be rented at any time.

Furthermore, all leases must be on file with the Saddlebrook Farms management company, including the names of all parties who will be residing in the unit and contact information of the owner and tenant(s). All leases or rental contracts shall be no less than 12 months and must be the entire unit. There shall be no sub-leasing or sub-letting of rental units including Airbnb and Vrbo rentals.

When an Owner opts to rent their Living Unit, the Owner continues to have the responsibility of maintenance of the Living Unit, the property and all HOA fees. . They are also responsible for the renter's use of amenities such as the pool, ponds, lake, playground and clubhouse. The Owner maintains their voting rights in the Association provided there are no assessments against the property. The Owner must sign any rental agreement with the Association for the renters to rent the clubhouse.

Any lease or rental agreement must be in writing and be subject to the requirements of the Declaration, the By-Laws and the policies of the Association. The Association, through the Board, shall have the power to create and amend such policies. This policy becomes effective any time ownership is transferred.

When an Owner is a non-occupant and so delegates their rights herein to a tenant, such Owner will forfeit their right to use of the Common Areas during such non-occupancy. .

Prior to the conveyance of any Living Unit, sex-offender status must be determined and appropriate laws regarding such need to be followed.

SADDLEBROOK FARM'S GUEST AND TENANT POLICY

Homeowners are responsible for the behavior and conduct of anyone in their home, or on HOA property. Any damage to any HOA property, caused by any of their guests, tenants, and/or invitees will be assessed to the homeowner. This includes damage to the buildings, decks, shrubbery, signs, lights, pools, playground, ponds, parking areas, and any other HOA property.

SADDLEBROOK FARM'S LAKE, PONDS, AND FISHING POLICY

1. Use of the lake and ponds will be at the risk of each individual or guardian of children.
2. Use of the lake and ponds is restricted to properly recorded property owners, tenants, and escorted guests. Children under 12 years old must be accompanied at all times by an adult.
3. Use of the lake and pond is restricted to the hours of one hour before sunrise and one hour after sunset.
4. Feeding of the lake and ponds waterfowl (geese and ducks) is prohibited as prescribed by the Kentucky and US Fish and Wildlife Services.
5. BOATING, SWIMMING OR WADING, AND ICE-SKATING OR WALKING ON ICE ARE NOT ALLOWED ON THE LAKE OR PONDS.
6. No walking on the rip rap or throwing of stones around the lake or ponds. They are there to help prevent erosion.
7. When fishing, a valid Kentucky fishing license is required per code KRS 150.170.
8. Fishing is limited to directly behind the clubhouse, pool, and within 75 feet of the gazebo. No fishing is permitted behind private residences unless you are fishing behind your own residence or have permission from the owner and the owner is present.
9. Method of fishing is restricted to pole and line only.
10. Fish, bait, tackle, and garbage must be disposed of properly, and can't be left on the shoreline, dock, gazebo, or benches.
11. Kentucky Game Law regulates fishing activity not specifically regulated above. All regulations are enforceable by the Department of Fish and Wildlife Resources and the Florence Police Department.
12. Trespassers and poachers should be reported to the Florence Police at 859-371-1234.

SADDLEBROOK FARM'S ATTORNEY POLICY

Saddlebrook Farms retains the use of an attorney whenever there is an issue needing legal advice or review. This attorney is for the benefit of the Association and is retained by the Association.

Contact with the attorney is either through the Board of Directors or by the management company at the direction of the Board. The cost for these legal services are on a time-expended basis and are the responsibility of the HOA.

The attorney represents the Association's interest and does not represent individual community members and therefore is not available for legal advice to the individual membership.

If an individual community member contacts the Association attorney either in person, by phone, or letter, the attorney is required to share this communication with the Board of Directors, but is unable to respond individually to whomever contacted the attorney.

All contact with the attorney must be authorized through the Board of Directors. If a community member has a concern the attorney may need to address, this matter must first be brought to the Board of Directors. The Board encourages individual members to engage an attorney of their choice for individual legal advice.

If a community member opts to contact the Association attorney without the Board of Directors, the cost of doing so, will be billed to the community member who makes the contact.

SADDLEBROOK FARM 'S COMMUNICATION POLICY

In order to keep community members informed and notified, the following means of communication will be utilized by the HOA and all means will be considered formal and proper notice unless Declaration or Bylaws indicate otherwise:

E-Mail

Text

Facebook Group (Saddlebrook Farms HOA Florence KY)

Phone voice messages

Delivery of notices to homes

Outdoor Brochure/Literature Box (located on each street at the mailboxes)

US Postal Service

Website (www.saddlebrookfarmshoa.com)

Community bulletin boards (located on Horseshoe Lane and at the Saddlebrook clubhouse)

It is important that homeowners keep a current phone number, mailing address, and e-mail address on file with the managing agent in order to be able to receive any and all notices.

Committee meeting notices will be posted on the bulletin board and Facebook group.

SADDLEBROOK FARM'S ENFORCEMENT POLICY

Any Owner believed to be in violation of Association Rules and Regulations shall be sent written notice of the alleged violation with a 14-day notice to cure or provide proof of acceptable resolution to the violation, except that a shorter notice and abatement period may be imposed where the alleged violation poses an imminent danger or threat to health, welfare, and/or safety of persons or property. Any dispute of the alleged violation(s) must be provided in writing by the Owner during the specific cure period.

1. Should the Owner fail or refuse to remove, correct, or abate the alleged violation within the prescribed time period, the Owner shall be assessed a fine in the amount of \$50.00, and shall be sent a notice of assessment, payable within 30 days from the date of such notice. The notice shall be delivered by courier, certified mail, or registered mail to the Unit address, as well as to the Owner's last address on record with the Association, in addition to email at the Owner's email address, if any, on record with the Association.
2. Failure of the Owner to pay the assessment and correct the violation within the prescribed time period will result in imposition of an additional fine in the amount of \$100.00 for each month or portion of a month the non-payment continues.
3. The HOA shall also have the option of contracting for the repair or remedy of the violation, where applicable, with the cost of correct, together with the fines, to be assessed to the Owner's Unit.
4. In the event of an additional, substantially similar type of violation, the fine will be incrementally increased by \$100.00 for each subsequent violation.
5. The Board, in its sole discretion, and after consultation with counsel, may elect to file a lien, or otherwise commence legal action, against any Owner who fails or refuses to remove, correct, or abate an alleged violation, or allows repeated violation(s), and who subsequently fails to tender full payment of any assessment or fine and the HOA shall be entitled to collect all attorney fees and costs incurred by it in enforcing these By-Laws and Regulations.

SADDLEBROOK FARM 'S COLLECTION POLICY

It is important for the fiscal soundness of the Association, that HOA fees be paid promptly following closing of title and annually or bi annually thereafter.

Assessments are levied for the purpose of preserving, protecting and promoting the physical qualities of Saddlebrook Farms.

All late fee removal requests must be submitted to the Board, in writing, for consideration at a regular monthly Board Meeting and will be discussed in Executive Session.

In the event of a delinquency, the Association, through its Board, Managing Agent, or legal counsel, will pursue the collection.

Assessments:

If payment for an assessment is not received within fifteen (15) days after the due date, an account is deemed delinquent. On the 16th day of the month, a "Late Notice" will be sent to the Owner and a late fee of \$50.00 will be applied to the account. An additional late fee of \$50.00 shall be added for each month a balance remains past due on the account.

A "Final Notice" will be sent to any Owner whose account is 60 or more days in arrears. If the past-due assessments plus late charges are not paid within 15 days of the date of the Final Notice, a lien will be recorded against the Owner's Unit. If any lien remains unpaid for sixty (60) days, a foreclosure action may be commenced against the Owner and the Unit. The Owner shall be responsible for all costs and attorney's fees incurred in collecting the assessments and in enforcing the lien.

HOA Annual Fees:

If the HOA annual Fee is not received by March 1st of each year a late fee of \$25.00 shall be added for each month a balance remains past due on the account. If three annual payments are missed, a lien will be recorded against the owner's unit. If the dollar amount of unpaid fees and penalties reaches \$2,000.00, foreclosure action shall be commenced. The Owner shall be responsible for all costs and attorney's fees incurred.

These policies may be updated from time to time as needed.