

RECORDED IN OFFICIAL RECORDS INSTRUMENT # 3126850 12 PG(S) May 31, 2018 02:05:38 PM Book 4602 Page 1504 J.K.'JESS' IRBY Clerk Of Court ALACHUA COUNTY, Florida



### FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

#### SADDLEBROOK FARMS SUBDIVISION

THIS FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2018 by SADDLEBROOK FARMS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, hereinafter referred to as "ASSOCIATION".

#### WITNESSETH:

WHEREAS, the DEVELOPMENT contains certain real property situated in Alachua, County, Florida and described more particularly as follows:

Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23, 24 and 25, inclusive of SADDLEBROOK FARMS, a subdivision as per plat thereof recorded in Plat Book U, Page 34, of the public records of Alachua County, Florida.

WHEREAS, THE ASSOCIATION is desirous of imposing certain covenants, conditions, restrictions and easements upon the above-described real property;

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Saddlebrook Farms Subdivision was duly recorded with the State of Florida and Alachua County, Florida on February 19, 1999; and

WHEREAS, the current Members have determined that it is in the best interest of the Saddlebrook Farms subdivision to amend the Declaration of Covenants, Conditions and Restrictions for Saddlebrook Farms and to amend the By-Laws to best represent the interest of the current Members and to best manage the subdivision; and

WHEREAS, the founding Declaration of Covenants, Conditions and Restrictions is hereby amended by affirmative vote of the members having not less than two-thirds (2/3) of the votes of the Membership.

NOW THEREFORE, the Association declares that the aforementioned Declaration of Covenants, Conditions and Restrictions for Saddlebrook Farms Subdivision, duly recorded on February 19, 1999 be replaced entirely by this First Amended Declaration of Covenants, Conditions and Restrictions for Saddlebrook Farms; and

NOW, Further the ASSOCIATION hereby declares that the above-described real property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purposes of protecting the value and desirability of and which run with the real property referred to above, being binding on all parties having any right, title or interest in the above described real property or any part thereof, their heirs, successors and assigns, and therefore the ASSOCIATION declares as follows:

# ARTICLE I: DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to the SADDLEBROOK FARMS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

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- Section 2. "Properties" shall mean and refer to portions of the real property described above which shall be known as SADDLEBROOK FARMS, together with any real property which is annexed or added to the subdivision by a subsequent amendment of this Declaration.
- Section 3. "Owners" shall mean and refer to the record title Owners of fee simple legal title to any designated lot within the platted subdivision.
- Section 4. The use of the name "Board" or "Trustee" shall in either case mean the Board of Directors of SADDLEBROOK FARMS HOMEOWNERS ASSOCIATION, INC.
- Section 5. "Lot", as used herein shall refer to any of Lots 1 through 25 of the recorded plat of SADDLEBROOK FARMS.
- Section 6. "Common Areas" include entrance structures and components (gates, controllers, brick walls, irrigation and landscaping), four-board wooden fencing parallel to CR 241 and bordering the retention basin as well as the maintenance and repair of the retention basin and paved area of NW 15<sup>th</sup> Lane and the unpaved center of the cul-de-sac.

## ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, conveyed, transferred and sold subject to the covenants, conditions, restrictions and easements set forth herein is located in Alachua County, Florida and is described more particularly on Exhibit "A" attached hereto and incorporated herein by reference.

# ARTICLE III: OWNERS PROPERTY RIGHTS

Every Owner shall have the right and enjoyment in and to such facilities as are located in the platted subdivision known as SADDLEBROOK FARMS, including a perpetual non-exclusive easement for ingress, egress and utilities which shall be for the benefit of each Owner and the lawful occupants of any Owner's Lot, together with their licensees and invitees, which use shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- the right of the ASSOCIATION, pursuant to its Articles of Incorporation, By -laws, and Rules and Regulations govern the use of the ingress, egress and utilities easement reserved in the name of the ASSOCIATION, as well as to govern the personal conduct of the members and their guests and to establish penalties for the violation thereof.
- (b) the right of the ASSOCIATION to suspend the voting rights and impose a lien upon a Lot located within the subdivision for failure to pay any assessment levied against a Lot Owner-

- the right of the ASSOCIATION or any Lot Owner to use the ingress, egress and utilities easements, subject to the limitation that no usage thereof may result in the impairment or blockage of any component or individual element of the surface water management system, if any, including but not limited to all swales, retention or detention areas, drainage ditches or outfall ditches required by the County of Alachua, State of Florida, or the agency known as Suwannee Water Management District.
- (d) all provisions of this Declaration and of the Articles of Incorporation of SADDLEBROOK FARMS HOMEOWNERS ASSOCIATION, INC. and the By-Laws and rules and regulations of said ASSOCIATION.

#### ARTICLE IV: SADDLEBROOK FARM HOMEOWNERS ASSOCIATION, INC.

Section 1. DEVELOPER has caused to be incorporated pursuant to Florida Statutes a corporation not for profit known as SADDLEBROOK FARMS HOMEOWNERS ASSOCIATION, INC., in accordance with the Articles of Incorporation which are attached hereto and incorporated herein as Exhibit "B".

Section 2. The ASSOCIATION shall have the right from time to time to adopt By-Laws and Rules and Regulations in accordance with its Articles of Incorporation and when so adopted shall be deemed incorporated herein by reference and form a part of this Declaration as if originally contained herein.

## ARTICLE V: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every record title owner of a Lot shall be subject to the assessments described hereafter and shall by ownership of said Lot become a member of the ASSOCIATION known as SADDLEBROOK FARMS HOMEOWNERS ASSOCIATION, INC. Membership shall be appurtenant to and may not be separated from ownership.

Section 2. Voting rights in the ASSOCIATION shall be determined by one vote per Lot. If a Lot is owned by more than one individual, they shall designate fractional votes between themselves, or designate a representative to cast the vote represented by each Lot, and their election shall be furnished in writing to the Secretary of the ASSOCIATION at or prior to any meeting which a vote of the membership of the ASSOCIATION is to be taken and such designation shall remain as stated until amended or modified in writing by the present Owners or subsequent Owners of said Lot.

Section 3. Votes shall be cast at any ASSOCIATION meeting in person or by proxy. Proxy votes must be cast by use of the written form designated from time to time by the officers of the ASSOCIATION with proxy votes to be registered with the Secretary of the ASSOCIATION at or prior to any regular or special meeting of the ASSOCIATION.

#### ARTICLE VI: COVENANTS FOR ASSESSMENTS

Section 1. <u>Creation of Lien Rights and Personal Obligation for Assessments</u>. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the ASSOCIATION: (1) annual maintenance and repair assessments, and (2) general or special assessments as necessary to defer reasonable expenses incurred by the ASSOCIATION. Annual maintenance and repair

assessments, together with any special assessments, if any with interest thereon at the highest rate allowed by law if not paid within thirty (30) days from any due date, together with court costs and reasonable attorney's fees, if any, shall be a charge on the land and shall be a continuing lien upon any Lot against which such assessments is made. Each such assessments, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. In the event of subsequent passage of title of said property without payment of an outstanding obligation for delinquent assessments, such liability shall pass to the successors in title and shall be a joint and several liability for the Owner and successors in title. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of a Lot or non-use of the entranceway and ingress, egress and utilities easement.

Section 2. <u>Association Expenses</u>. The annual maintenance and repair assessment will be determined by the Directors of the ASSOCIATION and each Lot Owner shall be liable for his share of said expenses. The total assessments may include a reasonable allowance for contingencies and reserves in addition to the actual expenses for maintenance and repairs. The annual assessments shall be established each year by majority vote of the Board of Directors. Unless modified by vote of the Board of Directors, the annual assessments shall be payable in lump sum on or before July 1<sup>st</sup> of each fiscal year.

Section 3. <u>Special Assessments</u>. In addition to the annual maintenance assessment referred to above, the Board of Directors may levy from time to time, a special assessment for the purpose of defraying, in whole or in part, the costs of any construction, repair or replacement of roadway being maintained by the ASSOCIATION, including the cost for acquisition or replacement of any capital improvements acquired by the ASSOCIATION, provided that such assessments shall have the prior assent of two-thirds (2/3) of the voting members of the ASSOCIATION, who shall vote in accordance with the provisions of the By-Laws of said ASSOCIATION.

Section 4. <u>Procedures for Assessments</u>. The Board of Directors, in accordance with the Articles of Incorporation and By-Laws of the ASSOCIATION, shall fix the date for commencement of any annual or special assessments and shall furnish written notice thereof at least thirty (30) days in advance of such due date and shall, at that time, prepare a ledger for each of the Lots within the subdivision illustrating the assessments applicable thereto, which ledger shall be open to inspection by any Owner during regular business hours. Unless amended as provided in Article X, all annual or special assessments shall call for an equal payment by each Lot regardless of the acreage contained therein.

Section 5. Effect of Nonpayment of Assessments- Remedies of ASSOCIATION. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. If assessments are not paid within thirty (30) days from the due date, they shall be determined to be delinquent and said indebtedness together with interest thereon and costs of collection, including attorney's fees incurred by the ASSOCIATION, shall immediately become a continuing lien on the Property which shall bind such property in the hands of the then-Owner, his heirs, devisees, personal representative, successors and assigns. The ASSOCIATION, at its option, may bring any action at law or in equity or both or may bring an action to foreclose the lien against the Property in a like manner as a foreclosure of the mortgage on real property and the delinquent Owner shall be liable for the costs of preparing and filing a lien, a satisfaction of lien, a complaint in

a civil action for foreclosure and such other reasonable attorney's fees as are required, together with such other costs as are reasonably incurred by the ASSOCIATION.

Section 6. <u>Subordination of the Lien</u>. Any lien for assessment as provided for herein shall be subordinate to a lien for any bona fide mortgage or mortgages now or hereafter placed upon the Lot subject to the assessment; except that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of the Lot pursuant to a decree of foreclosure. No sale or transfer shall alleviate any real property from the liability for an outstanding assessment nor from the lien of any assessment levied after such sale or transfer.

## ARTICLE VII: ARCHITECTURAL CONTROL

For the purpose of insuring the development of the lands and the subdivision as a residential area of high standards, no exterior building improvement (including but not limited to alterations and additions to the home, sheds, pools, pool enclosures), entrances (including doors), driveway or other exterior improvement shall be allowed to be erected, placed or altered until a construction plan and specifications shall have been approved in writing by the Architectural Control Committee, (ACC) or it successors, as to the quality of workmanship and materials to be used, harmony of the exterior design with existing structures and as to the location with respect to other Lots. ACC approval is not needed for routine maintenance such as repainting of the structure or its components the same color as previously approved. The Architectural Control Committee shall consist of at least three (3) and no more than five (5) members appointed by the Board of Directors each year at the Annual Meeting to serve for a one-year term.

The Architectural Control Committee shall have thirty (30) days after receiving complete plans and specifications as per ACC Application for Request for Exterior Change to Property to approve or disapprove same, and a failure to render a finding within that time period shall result in an exemption for said plans and specifications to receive approval and this covenant shall be deemed to have been fully complied with. In the event a residence or other improvement has been erected or its construction substantially advanced in violation of the terms of this covenant, the ASSOCIATION shall have the right to redress in a Court of competent jurisdiction, including the right of injunction and/or damages incurred by the ASSOCIATION to correct the violation, and the Lot Owner shall be responsible for all Court costs and attorney's fees incurred in such action. As a precondition to filing any legal proceedings the Board of Directors and the defaulting Owner shall participate in a mediation of any disputes between them before a circuit court certified mediator, and by acceptance of its Deed to a Lot, each Owner agrees to participate in such mediation under the terms and conditions required by Florida Statute Chapter 720.311 Dispute Resolution. In the event a violation occurs which in the opinion of the Committee is of a minor or insubstantial nature, it may release the Lot or portions thereof from the application of the covenants and restrictions set forth herein, but such a finding must be agreed to in writing unanimously by not only the members of the Architectural Control Committee but by a majority of the Board of Directors of the ASSOCIATION.

# ARTICLE VIII: GENERAL BUILDING RESTRICTIONS

Section 1. <u>Single Family Structures Only</u>. No building or structure of any kind other than single family dwelling shall be erected on any Lot in the subdivision, except that

swimming pools and other recreational facilities for the exclusive use of the occupants and their guests may be constructed in conjunction with the dwelling and following approval of the Architectural Control Committee. Except when being used temporarily by the Contractor for initial construction purposes, no mobile home shall be permitted on any Lot nor used for residential purposes, either temporarily or permanently. Both temporary and permanent occupancy shall be allowed only in permanent buildings designated for residential occupancy.

Section 2. Square Footage. No dwelling shall be constructed on any Lot in the subdivision which shall contain less than 2,400 square feet of living area, excluding unairconditioned porches and garages. In the case of a two- story dwelling, the first floor shall be a minimum of 1,200 square feet in area, excluding unairconditioned porches and garages. All dwellings shall have a minimum 7/12 roof pitch and minimum 6" fascia, unless an exception is specifically granted by prior approval of the Architectural Control Committee. All dwellings shall have at least two inside baths. All dwellings shall have at least a two-car garage attached to the dwelling. Garages may not be used for residential purposes. The garage door shall be at least 16 feet in width or two 8-foot, 9-foot or 10-foot single doors. These garage doors may not be removed at any time without prior written approval of the Architectural Control Committee.

#### Section 3. Construction.

- (a) Any construction commenced on any Lot shall be completed within twelve (12) months from the date of first delivery of construction materials to the site.
- (b) No building shall be located on any Lot in violation of the setback and easement lines indicated on the recorded plat of the subdivision.
- (c) Use of the material T-111 for the exterior surface of any building shall not be permitted.
- (d) All construction of any permanent improvements located within a subdivision shall be in compliance with Federal, state and local governmental laws, regulations or requirements.

#### ARTICLE IX: LAND USE AND RESTRICTIONS

Section 1. Exclusion for Business Purposes. No trade, business, service, professional care, instructional or manufacturing business shall at any time be conducted on any of the Lots which would be in violation of appropriate zoning ordinances for residential located in the County of Alachua, nor shall any building be erected thereon to be used for such purposes.

- Section 2. <u>Nuisances</u>. No activity shall be conducted on any Lot or Common area which may be or become an annoyance or nuisance to the remaining occupants of the subdivision.
- Section 3. <u>Signs</u>. No advertising signs shall be displayed, with the exception of Real Estate signs not exceeding six square feet.
- Section 4. <u>Maintenance</u>. All Lots in the subdivision shall be kept in a good and reasonable state of repair and appearance as comparable to similar subdivisions in the surrounding area and no waste or damage to the premises shall be allowed to continue unremoved or unrepaired. Lots should be maintained in such a manner that does not negatively impact the roadway and the adjoining property.

- Section 5. <u>Animals</u>. No animals or pets of any kind shall be kept upon said property or any portion thereof except for ordinary household pets which shall not be a nuisance or annoyance to the neighborhood, which shall be limited to a maximum of two per lot.
- Section 6. <u>Antenna, Satellites and General Appearance</u>. No outside television or radio antenna shall be placed or maintained on any of the Lots of the subdivision where visible from the street unless certified to the ACC that a reliable signal cannot be obtained elsewhere. Care should be taken that nothing shall be placed in the subdivision that will detract from the overall appearance. Satellite dishes no larger than 18" in diameter are permitted.
- Section 7. <u>Vehicles</u>. Motorized vehicles being utilized by Lot Owners or their guest on the roadways within the subdivision may be operated only in a manner so as not to create a nuisance to other occupants of the subdivision and within the posted speed limit. No repairs to vehicles may be performed except in an enclosed garage or workshop.
- Section 8. <u>Further Subdivision</u>. No Lot shall be further subdivided by any individual property owner.
- Section 9. <u>Driveways</u>. Driveways located within the boundary of any Lot shall be constructed of concrete, pavers (color must be approved by the ACC) or asphalt only.
- Section 10. <u>Garages</u>. Only side/rear entry garages will be allowed on residential dwellings.
- Section 11. No commercial vehicles, other than those present on business may be parked outside in the subdivision. This provision does not prohibit pickup trucks and other similar four-wheel vehicles.
- Section 12. No vehicles shall be parked on any part of this property except on paved streets and paved driveways. No boat, trailer, camper or any other vehicle commonly known as a recreational vehicle may be parked more than five (5) contiguous days or stored on any lot, except in the garage or behind a fenced or landscaped area in order to minimize view from subdivision roadways. No vehicle can be parked regularly or permanently on the street. No vehicle is to be parked more than 24 hours in the cul-de-sac or in the gravel circle.
- Section 13. No lot shall be used for the storage of rubbish. Except during construction, trash, garbage or other waste shall be kept in sanitary containers properly concealed from public view except on pick-up day. Trash bins and recycle containers are to be removed from the curb and properly stored at the end of the collection day.
- Section 14. Fences and hedges may be erected or planted in this subdivision only after plans for fences or hedges are submitted to the Architectural Control Committee for approval prior to installation. The Architectural Control Committee shall maintain approved designs for fencing which shall include a "shadow box" style privacy fence six feet high. No fence shall be erected in the front yard of any lot, or in the side yard of any corner lot, closer to the street than the house, unless approved in writing by the Architectural Control Committee as a decorative fence. Four-board fencing has been allowed at entrance and perimeter of the subdivision and is allowed on any side lot that does not join another lot or face NW 15<sup>th</sup> Lane.

Section 15. <u>Mailboxes</u>. Mailboxes must be set in a brick or wooden structure which is designed to match the architectural style of the residential dwelling with plans thereof to be submitted to the Architectural Control Committee at the time of submission of the plans and specifications referred to in Article VII above. Mailboxes installed without approval of the Architectural Control Committee shall be deemed a violation of the terms of these covenants.

Section 16. <u>Drainage System Maintenance.</u> All owners who have culverts in their driveways shall keep them free and clear of plant growth and debris buildup. Owners who have channels for drainage across their driveway shall assure that the grass level is maintained to not impede the flow of water. All Owners shall maintain appropriate swales or ditches along their lot to allow water to flow into the master drainage system as originally designed.

ARTICLE X: GENERAL RESTRICTIONS

Section 1. Enforcement. The Association, or any present or subsequent Owner of any of the Lots covered by these Declarations shall have the right to prevent the violation of any of these restrictions by injunction or other lawful proceedings and shall have the right to recover damages resulting from said violation together with the costs incurred in enforcing said restrictions, including reasonable attorney's fees and expenses in the enforcement hereof prior to subsequent to judgment and whether in judicial proceedings or otherwise, including but not limited to any litigation in a trial court or in any and all proceedings in any appellate tribunal. As a precondition to filing any legal proceedings the affected party and the defaulting Owner shall participate in a mediation of any disputes between them before a circuit court certified mediator, and by acceptance of its Deed to a Lot, each Owner agrees to participate in such mediation under the terms and conditions required by Florida Statute Chapter 720.311 Dispute Resolution. The failure to enforce these Declarations in any manner shall in no event be deemed a waiver of the right to enforce said Declarations thereafter as to the same breach of violation occurring prior or subsequent thereto. Enforcement shall be by proceedings at law or in equity, either to restrain a violation or violations or to recover damages, against any person, persons, or entity violating or attempting to violate any covenant.

Section 2. <u>Effective Date.</u> These Declarations shall become effective upon recordation in the Public Records of Alachua County, Florida.

Section 3. Insurance and Casualty Damage. Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance in an amount acceptable to the ASSOCIATION and with coverage adequate to cover the full replacement cost of any repair or reconstruction work on Owner's property. The ASSOCIATION shall have the right, from time to time, to demand proof of insurance coverage. In the event of damage or destruction by fire or other casualty to any real property of the Owner, the Owner shall upon receipt of insurance proceeds, repair or rebuild such damage or destroyed portions of the exterior of the property in a good-workmanlike manner substantially the same as the original plans and specifications of said property. If the Owner refuses or fails to institute repair or replacement within ninety (90) days from the date on which insurance proceeds are received, after fifteen (15) days advance written notice given to the Owner at the last known address, the ASSOCIATION may institute such repair or rebuilding and the Owner shall be obligated to reimburse the ASSOCIATION for the amount actually expended for such repairs or reconstruction, and the ASSOCIATION shall have a lien securing such payment in the manner provided for herein for assessments.

Section 4. <u>Amendments</u>. This Declaration may be amended only by a vote of not less than two-thirds (2/3) of the membership of the ASSOCIATION at any special or regular meeting of the ASSOCIATION. Any amendment must be accomplished by a written instrument duly executed by the ASSOCIATION and recorded in the Official Records of Alachua County, Florida

Section 5. <u>Duration</u>. This Declaration shall continue in force from the date of this instrument until January 1, 2038 A.D., after which time, these Declarations shall be automatically extended for successive periods of ten (10) years, unless earlier terminated, amended or modified by a vote of not less than two-thirds (2/3) of the membership of the ASSOCIATION at any special or regular meeting of the ASSOCIATION. Any such amendment or modification of these covenants, conditions and restrictions shall be in recordable form and be recorded in the Public Records of Alachua County, Florida.

Section 6. <u>Severability</u>. Invalidation of any one of the Declarations by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 7. <u>Notices</u>. Any notices required to be sent to any member or Owner under any provisions of this Declaration shall be deemed to have been properly sent when it is mailed by United States mail to the last known address of the person who appears as the Owner of the Lot in question as set forth on the tax rolls of the Tax Assessor of Alachua County, Florida, as of the time of such mailing.

Section 8. <u>Exemption</u>. The Association acknowledges that there are two residences previously constructed on Lots 18 and 25 of the platted subdivision and those houses are exempt from the requirements of Articles VII and VIII of this Declaration, except that the owners of said Lots must comply with said Articles VII and VIII for any substantial renovations or improvements to said residences performed after the date of recordation of this Declaration.

#### EXHIBIT A

LEGAL DESCRIPTION: (OVERALL - PREPARED BY SURVEYOR)

A TRACT OF LAND SITUATED IN FRACTIONAL SECTION 34, INSIDE THE ARREDONDO GRANT, TOWNSHIP 9 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING THE SAME AS LAND DESCRIBED IN OFFICIAL RECORD BOOK 988, PAGE 925 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 34; THENCE SOUTH OF DEGREES 09 MINUTES 24 SECONDS EAST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 34, 1571.02 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 30 SECONDS EAST, 40.00 FEET, TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 241 (NW 143RD STREET, AN 80 FOOT RIGHT-OF-WAY); THENCE RUN SOUTH 00 DEGREES 09 MINUTES 24 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 623.35 FEET TO THE NORTHWEST CORNER OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 988, PAGE 925 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 07 MINUTES 24 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID LAND, 73.87 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS EAST. SAID LAND, 73.87 FEET; THENCE SOUTH OO DEGREES D2 MINUTES DO SECONOS EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID LAND,
465,54 FEET TO THE SOUTHWEST CORNER OF SAID LAND; THENCE SOUTH 99 DEGREES 42
MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SAID LAND, 961,23 FEET TO THE
SOUTHWEST CORNER OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 2043, PAGE 1506
AND THE SOUTHWEST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1314,
PAGE 795 OF SAID PUBLIC RECORDS: THENCE SOUTH 89 DEGREES 42 MINUTES 02
SECONDS EAST ALONG THE SOUTH LINE OF SAID LAND, 565,11 FEET TO THE SOUTHEAST
CORNER OF SAID LAND AND THE SOUTHWEST CORNER OF LAND DESCRIBED IN
OFFICIAL RECORD BOOK 1230, PAGE 431 OF SAID PUBLIC RECORDS: THENCE SOUTH 89
DEGREES 43 MINUTES 13 SECONDS EAST ALONG THE SOUTH LINE OF SAID LAND, A
DISTANCE OF S46,09 FEET TO THE SOUTHEAST CORNER OF SAID LAND AND THE EAST
LINE OF SAID FRACTIONAL SECTION .34; THENCE NORTH OO DEGREES 09 MINUTES 34
SECONDS WEST ALONG THE EAST LINE OF SAID LAND AND THE EAST LINE OF SAID
FRACTIONAL SECTION 34 A DISTANCE OF SAID LAND AND THE EAST LINE OF SAID
FRACTIONAL SECTION 34 A DISTANCE OF SAID LAND AND THE EAST LINE OF SAID
FRACTIONAL SECTION 34 A DISTANCE OF SAID LAND AND THE EAST LOND THE
NORTH LINE OF SAID LAND 646.01 FEET TO THE NORTHEAST CORNER OF SAID OFFICIAL
RECORD BOOK 1314, PAGE 795 OF SAID PUBLIC RECORDS; THENCE NORTH 89 DEGREES 41
MINUTES 42 SECONDS WEST ALONG THE NORTH LINE OF SAID LAND, 565,28 FEET TO THE
NORTHWEST CORNER OF SAID LAND; THENCE NORTH 89 DEGREES 42 MINUTES 50 SECONDS
WEST ALONG THE NORTH LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 988, PAGE
925 OF SAID PUBLIC RECORDS, 961,50 FEET TO THE POINT OF BEGINNING,
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD. CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID LAND,

CONTAINING 28.903 ACRES MOPE OR LESS.

## EXHIBIT B

# RULES AND REGULATIONS OF SADDLEBROOK FARMS HOMEOWNERS ASSOCIATION, INC.

NONE