

Prepared by/return to:
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Jimerson Birr, P.A.
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Jacksonville, FL 32202

**CERTIFICATE OF AMENDED STANDARDS AND CRITERIA FOR NEW
CONSTRUCTION AND THE RULES AND REGULATIONS FOR JACKSONVILLE
RANCH CLUB OWNERS ASSOCIATION, INC.**

THE UNDERSIGNED, being the duly elected and acting President of JACKSONVILLE RANCH CLUB OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, does hereby certify that at the duly noticed meeting of the Board of Directors held on February, 23rd, 2021, at which a quorum of the Board of Directors was established, the Amended Standards and Criteria for New Construction and Rules and Regulations for Jacksonville Ranch Club Owners Association, Inc. were approved by a majority vote of the Board of Directors. The Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club was recorded on September 13, 2005, in the Official Records of Duval County, Florida at Book 12748, Page 2213 *et seq.*, and as amended from time to time. The Jacksonville Ranch Club Standards and Criteria for New Construction was recorded on January 12th, 2021, in the Official Records of Duval County, Florida at Book 19535, Page 2203 *et seq.* The Bylaws of Jacksonville Ranch Club Owners Association, Inc. was recorded on August 1, 2016, in the Official Records of Duval County, Florida at Book 17654, Page 1027 *et seq.*

Signed, sealed and delivered
in the presence of:

JACKSONVILLE RANCH CLUB
OWNERS ASSOCIATION, INC., a
Florida non-profit corporation

Witness:

[Signature]

Print name:

Lashanda Hickson

By:

[Signature]
Yolanda Negron, President

Witness:

Yordanos A. Kiflom

Print name:

Yordanos Kiflom

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25th day of February, 2021, by Yolanda Negron as President of Jacksonville Ranch Club Owners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Such person did take an oath and

- is/are personally known to me.
- produced a current driver's license as identification.
- produced FDI as identification.

{Notary Seal must be affixed}



SIGNATURE OF NOTARY

[Signature]
Lashanda Hickson
Name of Notary (Typed, Printed or Stamped)

JACKSONVILLE RANCH CLUB OWNERS ASSOCIATION, INC.

AMENDED STANDARDS AND CRITERIA FOR NEW CONSTRUCTION

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**JACKSONVILLE RANCH CLUB
STANDARDS AND CRITERIA FOR NEW CONSTRUCTION**

SECTION 1 OVERVIEW

1.01 PURPOSE: Standards and Criteria for the control of new construction within Jacksonville Ranch Club have been approved by Jacksonville Ranch Club Association, Inc. for the purpose of producing an aesthetically pleasing community of high quality, in harmony with the existing environment, with compatible and complimentary designs, all combining to protect and enhance the property value of each member of the community.

1.02 APPLICABILITY: These Standards and Criteria are adopted and apply to all new construction on every Lot within Jacksonville Ranch Club. No construction, improvement, or alteration shall commence on any lot in any manner or respect until approval has been tendered by Jacksonville Ranch Club Association, Inc.

1.03 ENFORCEMENT: Jacksonville Ranch Club Association, Inc. and other parties having the right of enforcement shall have the right to proceed at law or in equity to compel compliance and enforcement of the standard and provisions imposed. The costs and attorney fees incurred from such proceedings by the party having the right of enforcement who prevails in such action shall be borne by the person alleged to be in violation. Other remedies available to the enforcing party include, but are not limited to:
(i) fines pursuant to foreclosure; (ii) petition to appropriate governmental agencies to issue a stop order on construction until the violation is corrected; (iii) revoking prior approvals, and; (iv) withholding approvals, variances, etc.

SECTION 2 JACKSONVILLE RANCH CLUB ARCHITECTURAL REVIEW COMMITTEE

2.01 ESTABLISHMENT: Jacksonville Ranch Club Owners Association, Inc., acting through its Board of Governors has created the Jacksonville Ranch Club Architectural Review Committee ("JRCARC) to enforce these Standards and Criteria and to approve all improvements on Lots within Jacksonville Ranch Club.

2.02 LIMITATIONS: Approval by JRCARC of any submittal is limited to its conformity with the standards and criteria set forth herein, and to the aesthetics of the improvements, and not to their sufficiency or adequacy. Approval shall not be construed or interpreted as a representation or determination that any governmental regulation requirement or code has been properly met. Each Applicant, his architect and/or engineer shall be solely responsible for the safety and adequacy of any structure and for obtaining the approval of all appropriate governmental agencies prior to and during construction.

2.02 Limitations (continued)

- (a) No construction, modification, alteration, or improvement, except for interior alterations not affecting the external structure or appearance of any Residence, shall be undertaken on any Lot or any water body adjoining the Property unless and until a plan of such construction, modification, alteration, or improvement shall have been approved in writing by the JRCARC. ARB Review forms are available on our Website www.jrchoa.org.
- (b) Improvements Subject to Approval. Construction, modifications and improvements subject to approval by the JRCARC, specifically include, but are not limited to the initial improvements in the property, painting or other alteration of the exterior appearance of a Residence (including doors, windows and roof); installation of antennae, satellite dishes, solar panels or other devices; construction of docks, fountains, swimming pools, screened enclosures, whirlpools, or other pools; any recreational structures, including basketball backboards, sheds, play structures or platform doghouses; construction of privacy walls or other fences; gates, statues, or other outdoor ornamentation; and all other modifications, alterations, or improvements visible. All of the foregoing is jointly referred to herein as "Proposed Improvements".
- (c) In connection with its approval or disapproval of an application, the JRCARC shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the JRCARC, its overall aesthetic impact is unacceptable. If the property improvement of a statute, fountain, other outdoor ornamentation or house color has been previously approved by the Board then the requested improvement of colors; statue, fountain, or other outdoor ornamentation for the house property improvements will be considered being aesthetically acceptable. These improvements still are required to meet the other requirements listed in the Standards and Criteria for New Construction with ARB Submissions. The approval of an application shall not be construed as creating any obligation on the part of the JRCARC to approve future applications involving similar designs for different Lots.
- (d) In addition, the JRCARC shall have the right to waive or modify the requirements as more fully set forth in the Standards and Criteria for New Construction. The JRCARC has established architectural guidelines and uniform procedures for the review of applications, including the assessment of review costs and fees, if any, to be paid by the applicant, and the requirement of a security deposit (Compliance Fee) to ensure the full and timely compliance by the applicant with the conditions imposed by the JRCARC. No submission for approval shall be considered by the JRCARC unless and until such submission, in compliance with the provisions of this Article, have been accepted by the JRCARC. Any architectural guidelines established by the JRCARC may be amended as the JRCARC and approved by the Jacksonville Ranch Club Board may determine.
- (e) Notification
Approval or disapproval of applications to the JRCARC shall be given to the applicant in writing within thirty (30) days of receipt hereof, by the JRCARC in accordance with the procedures adopted by the JRCARC. The JRCARC shall indicate its approval by signing the application with its member approving and the date of approval. If the JRCARC disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the JRCARC may be appealed to the Board of Directors of the Association, and the determinations of the Board of Directors shall be dispositive.
- (f) If the JRCARC does not act within the thirty (30) day period from the date the JRCARC receives all required information (unless an extension is agreed to), the Plans for the Proposed Improvements shall be deemed not to have been approved. No construction on any Lot or within the Property shall be commenced, and no Residence shall be modified, except in accordance with such approved Plans.

2.03 NON-LIABILITY: The members of JRCARC are charged with the administration and enforcement of these standards to help safeguard and perpetuate the mutual investment value of all property owners and shall be indemnified and held harmless for their actions. Such actions include granting, denying or withholding of their consent, permission or approval in any instance and at their sole discretion.

2.04 DELEGATION: The power and authority to enforce these Standards and Criteria set forth herein and to approve all plans for new construction within Jacksonville Ranch Club is delegated to the JRCARC.

SECTION 3 PLAN REVIEW PROCEDURES

3.01 IN GENERAL: The Declarants have established plan review procedures to formalize and equitably administer the plan review process. Jacksonville Ranch Club Associates, Inc. through the JRCARC, may reject plans for any reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. However, JRCARC shall not arbitrarily or unreasonably withhold approval. JRCARC intends to be completely fair and objective in its review process and maintain a sensitivity to the individual aspects of design.

3.02 APPLICATION AND SUBMITTALS: JRCARC shall commence the plan review process upon receipt of a complete application package (Lot Development checklist Exhibit "B ") from each Applicant, which shall include the following submittals:

- (a) Application letter signed by the applicant listing the lot and the name, addresses, emails, and phone number of both the builder and lot owner. The construction Administration Form must be completed and the Compliance Fee and Design Review Fee must be paid (see Exhibit "A")
- (b) One (1) complete set of final architectural plans including site plans with pool and screen enclosure detail and solar panel placement, if necessary, elevations, floor plans, foundation plans, roof plans and landscape plans.
- (c) Material specifications and color plans for all exterior surfaces of the building, driveway, and paved surfaces of the lot.

The site plan shall depict the placement of the residence and appurtenances thereto (driveways, walks, patios, pool, privacy walls screen enclosures, etc.) on the lot, with setbacks and easements so noted. The orientation of the house on the lot must match the orientation of the architectural plans. Landscape plans shall show all existing trees, size, type and location of new plant material, and irrigation plan. JRCHOA shall retain one full (the original) set of plans noting its actions and comments. Plans, which are rejected, must be revised and resubmitted for JRARC's review.

3.03 APPROVED VENDOR / CONTRACTOR LIST: The Association's Board of Directors shall have the authority to establish, modify, amend, and enforce an approved vendor / contractor list that strictly governs who the Association and its Members are able to hire and contract with for any and all materials, services and work provided to or performed on the Homesites, Dwellings, Association property and other structures within the Association, and only those vendors / contractors contained within the list of approved vendors / contracts shall be allowed to provide materials and/or perform services and work within the Association and on Homesites and Dwellings unless a waiver is granted in writing by the Association for any specific vendor / contractor who is not on the list. The Board of Directors shall have the sole discretion and decision-making ability as to whether any waiver is granted for any specific vendor / contractor, and the Board of Directors shall have no obligation or duty to provide any waiver for a vendor / contractor that is not already on the Association's approved list. The Board of Directors, in its sole discretion, has the authority to determine what vendors / contractors are on the Association's approved list. This includes, but is not limited to, vendors / and contractors who are builders, general contractors, and residential contractors. Members shall contact the Board of Directors and/or Association manager to obtain the approved vendor / contractor list prior to contracting with any person or entity for materials and/or services. The Board of Directors may remove a vendor / contractor from the approved vendor / contractor list at any time at the sole discretion of the Board of Directors.

If a Member desires to use a vendor / contractor who is not on the approved vendor / contractor list, the Member can request the Board of Directors to add the specific vendor / contractor to the approved list. For consideration of the vendor/contractor by the Board of Directors, the Member must submit the following:

1. A copy of the vendor / contractor’s license;
2. A copy of the vendor / contractor’s insurance that must have a minimum of 1 million dollars coverage;
3. At least two customer references, including their contact information, email, phone, address for verification;
4. If the vendor / contractor previously did work within the Association, submit the names of the owners and addresses. These can also be used as customer references;
5. The link to the vendor / contractor’s website;
6. Provide the name of the vendor / contractor’s superintendent/project manager for the job who will be on the construction site;
7. Provide the Member’s name and Homesite / Dwelling address for whom is requesting the vendor / contractor.

Members must submit this information via email or USPS to either of the following. Jrc1hoa@gmail.com. Or you may mail it directly to Jacksonville Ranch Club ARB, c/o Kingdom Management, 12620-3 Beach Blvd., #301, Jacksonville FL, 32246.

3.04 VARIANCES: In those instances where strict compliance with a specific term, Condition or criteria would create an undue hardship by depriving the owner the Reasonable use of his site or where, in the opinion of Jacksonville Ranch Club Owners Association, Inc., there are unusual characteristics which affect the property or use in question and which would make strict compliance with the standards unfeasible, Jacksonville Ranch Club Owners Association, Inc., through its Board of Directors, may grant a variance from the standards as long as the general Purpose and intent of the standard is maintained. All variance requests and approvals **shall** be in writing. Variances shall be considered unique to specific site and conditions for which it is granted and shall not set a precedent for future decisions.

SECTION 4 ARTICHITECURAL STANDARDS AND CRITERIA

4.01 TYPE OF LOT: Jacksonville Ranch Club shall be subdivided into one (1) to ten (10) acre parcels, pursuant to the master site plan for Jacksonville Ranch Club. The Standards and Criteria contained herein shall apply equally to all “Custom Site Built Home” lots unless so noted.

4.02 SIZE OF RESIDENCE: The minimum and maximum living area of each residence is measured by calculating the total air-conditioned square footage of the residence, exclusive of garages, porches, patios and terraces. The size limitation for a one-story residence is 2,400 square feet in Blocks 1 , 2, 3, & 4 and 2,800 square feet in Block 5.

The ground level minimum air-conditioned area of a two- story residence shall be 2000 square feet.

Residences shall be limited to a maximum of two stories, and the maximum heights of any structure may not exceed forty (40) feet as measured in accordance with the Duval County Zoning Ordinance.

4.03 BUILDING ENVELOPE, SETBACK AND PLACEMENTS OF RESIDENCE:

Because lots vary in size, shape, easement locations and interface with Common Area(s) and Buffer Areas, Jacksonville Ranch Club has established a building envelope and specific setback criteria to which each residence must conform. Such information is depicted on the lot survey which shall be provided to each Owner at closing. So long as the residence is constructed within the building envelope, a variance shall not be required.

STANDARD BUILDING ENVELOPE

Setbacks establish the maximum outer boundaries within which the residence must be constructed. No variances shall be granted allowing a structure to extend beyond the setback line except in minor instances to accommodate the standard building envelope. No structure shall be allowed to encroach into an ability, drainage or any other easement. For a typical standard lot, the minimum building setback requirements are as follows:

<u>FRONT</u>	<u>REAR</u>	<u>SIDE</u>
As shown on plat of record in Plat Book Page , Duval County, Florida	30	30'

LAKES AND DRAINAGE EASEMENTS

40'

CONSERVATION EASEMENTS

25'

4.04 GRADING AND DRAINAGE: All residences shall be constructed at a minimum finished floor elevation established by ordinance adopted by Duval County, Florida.

Existing trees and vegetation shall be spared whenever possible. Cuts and fills should be designed to complement the natural topography of the site. Existing drainage structures, including swales, lake banks and lakes, shall not be altered or affected in any way.

Flow of water shall be directed to existing drainage structures in such manners as not to allow runoff onto adjacent property nor allow puddles or ponding in paved or swale areas.

4.05 DESIGN AND ELEVATIONS: Each architectural design shall be considered on an individual basis with specific emphasis on impact and harmony with surrounding homes and styles. Similar elevations on adjacent lots will be discouraged.

Elevation approval shall consist of front, side, and rear elevations. All elevation treatments shall follow the common architectural design theme of the residence as closely as possible.

4.06 EXTERIOR MATERIAL AND COLORS: Artificial, simulated or limitation materials (i.e., plywood, aluminum siding, simulated brick, etc) are not permitted on the exteriors of a residence. The following exterior materials, in most cases, are acceptable and appropriate:

- (a) Stucco
- (b) Masonry - stone or brick
- (c) Hardy Plank
- (d) Wood May be used appropriate for column, fascia, etc. where appropriate
- (e) Metals - May be used appropriate for columns, fascia, etc. And roofs where appropriate

Exterior colors and textures that, in the opinion of JRCARC would be inharmonious, discordant or incongruous shall be not be permitted. The colors of roofs, exterior walls, banding, doors, and trims shall be integral to, and harmonious with, the exterior color scheme of the residence. Log Cabins are prohibited.

4.07 ROOFS: All roof stacks, vents, flashing, and chimney caps shall be painted to match the approved roof colors, Roof stacks and vents shall be placed on rear slopes and shall not be visible from the street unless determined to be absolutely necessary. Flat roofs and tar and gravel surfaces are prohibited. Gutters and downspouts shall be painted to blend with the exterior color scheme. Storm water flow must be directed to, and conform to, the approved drainage plan and requirements. Solar water heating panels shall be reviewed on an individual basis, and if approved shall not be visible from the subdivision streets. All solar panels shall be parallel to the roofline on which they are installed and shall not protrude beyond the roofline.

All piping and supports must be painted to match the roof or wall surface on which they are attached.

4.08 WINDOWS, DOORS, AWNINGS, AND SHUTTERS: Unfinished aluminum, Bright-finished, or bright-plated metal on exterior doors, windows, frames, screens Louvers, exterior trim or structural members shall not be permitted. Metal frames shall be Either anodized or electro-statically painted, and be harmony with the exterior color and texture of the residence. Wood frames must be painted, sealed, or stained. Dominant awning windows are not allowed.

4.09 GARAGES, DRIVEWAYS, AND CULVERTS: Unless JRCARC shall approve a front entry garage, each residence must have a private, fully enclosed side or rear entry garage for not less than two (2) or more than three (3) standard size American cars. A four (4) or more car garage may be allowed if approved by the JRCARC.

All residences shall have a poured-in-place driveway. Finished concrete, patterned concrete bominite, pavers, and impregnated stone finishes are permitted. Driveways may also be constructed of brick or interlocking pavers but must also be stable and permanent construction. Painted or stamped concrete are allowed. A minimum of 15" to a maximum of 24" diameter RCP (reinforced concrete pipe) with a concrete headwall end and mitered sidewalls is required to be installed and approved by the JRCARC. The size of the pipe is recommended by the COJ and the AVA engineers, Inc.

4.10 FENCES AND WALLS: Fences or walls shall be allowed on any lot outside the established building envelope. Decorative entry walls, entry gates, courtyard walls, and privacy walls surrounding and abutting pool decks are considered structures appurtenant to the residence and maybe allowed within the building envelope.

4.11 POOLS AND ENCLOSURES: All swimming pools must be in ground. Pools and Jacuzzi shall not be permitted on the street side of the residence and no screening of a pool area may stand beyond a line extended and aligned with the sidewalls of the dwelling. All screen framing, doors, door frames and structural members of enclosures shall be anodized or electro-statically painted a color in harmony with the exterior color and texture of the residence. All screening shall be of a charcoal or white tone unless approved by JRCARC.

4.12 MECHANICAL, ELECTRICAL AND ELECTRONIC EQUIPMENT; GARBAGE AND TRASH CONTAINERS: AND, ANTENNAS: All mechanical, electrical and electronic equipment, including air conditioning compressors and condensers, swimming pool equipment, transformers and meters, and sprinkler controls shall be properly housed within an enclosure constructed with the residence or landscaped (minimum of 80% coverage when installed) in a manner that will blend with the site. No window or wall air conditioning or heating units shall be permitted. Mechanical equipment and structural items must not be sited on easements of the *lots*. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, kept within an enclosure constructed with the residence.

All antennas of any type must be approved by the JRCARC in advance.

4.13 ACCESSORY STRUCTURES AND DECORATIVE OBJECTS: Barns need to be of architectural style similar to the house.

No decorative objects such as sculptures, birdbaths, fountains, flagpoles and the like shall be placed or installed on any *lot* without approval of JRCARC.

4.14 MAILBOXES: 4.14 MAILBOXES: The initial cost, installation, maintenance and future replacement of the mailbox, post and house address shall be the responsibility of the lot owner and shall conform in size, design and color to the approved mailbox detail attached hereto as Exhibit "D" and installed on the same street as the address of the front of the house.

4.15 LANDSCAPING: Landscaping is an essential element of a residence. A complete landscape plan must be submitted to and approved by JRCARC prior to commencement of construction. The plan shall provide for trees and other plant material, sod, berms, rocks and other decorative landscape features, and irrigation system.

Existing trees should be retained to the greatest extent possible. The landscape plans submitted for a lot must show existing trees of six inches diameter or greater and whether the trees will be preserved or removed. Removing any existing trees must be approved by JRCARC, and the necessary tree removal permits must be obtained from Duval County. Copies of tree removal permits may be requested and will be provided if available.

As a minimum, trees must be included in the landscape design of your residence and the Duval County minimum requirements for trees must be met. The preference is that the trees be selected to provide a canopy. The minimum tree height shall be twelve (12) feet with a caliper of four (4) inches.

The installation of Live Oak (*Quercus Virginian*) as a street tree has been established. The Live Oaks must have a minimum height of twelve (12) feet with a 4-inch caliper.

The oaks are to be planted along the property line, at the street. The minimum number of oaks to be planted on an interior lot is four (4) oaks with the corner lots requiring a minimum of four (4) oaks. Variation to the oak spacing is allowed to accommodate the proposed driveways. The location of the oaks must be included on the landscape plans for the residence and submitted for approval by the JRCARC.

Native plant species must be preserved in the sections of the community that abut natural preserve areas. Owners and builders are responsible for protecting/not disturbing protected areas.

The use of native plant material is encouraged because of their inherent adaptability to the area and low maintenance requirements. A list of suggested plant material is included as Exhibit "D".

Nine (9) specific exotic plants are **prohibited** in Jacksonville Ranch Club.

Earleaf Acacia• *Acacia auriculiformis*
 Ear Tree - *Enterolobium cyclocarpum*
 Australian Pine - *Casuarina equisetifolia*
 Brazilian Pepper - *Schinus terebinthifolius*
 Punk tree- *Melaleuca leucadendra*
 Downey Rosemyrtle - *Rhodomyrtus tomentosus*
 Carrotwood- *Cupaniopsis anacardiopsis*
 Chinaberry- *Melia azedarach*
 Chinese Tallow- *Sapium sebiferum*

These plants are prohibited-because of their invasive tendencies and their ability to destroy native plant systems.

A fifty feet (50') area around the home constitutes the yard lawn for purposes of these Standards and Criteria. The yard lawn area of your home site must be either seeded, sodded, sprigged or plugged. All areas, which are not yard lawn, paved, or landscaped, must be left in natural vegetation or pasture. Pine bark, Eucalyptus or Cyprus mulch are approved mulches. Gravel rocks and artificial turf may not be substituted for lawns in Jacksonville Ranch Club. The maintenance of all yard lawns and landscaped areas shall be the responsibility of the homeowner.

4.16 LIGHTING: Site lighting may be incorporated in the landscape and architectural plans. All lighting must be directed within a lot, with no spillover onto adjacent lots. The use of colored lenses is prohibited except when used in holiday displays. All additional lighting after completion must be reviewed by JRCARC.

4.17 IRRIGATION: For lawn and plant material, an automatic underground irrigation system is required. Irrigation plans for a residence must be furnished at the same time as the landscape plan and are part of the review.
 Areas of native vegetation should not be irrigated

SECTION 5 CONSTRUCTION RULES AND REGULATIONS

5.01 COMPLIANCE: Each lot owner, builder and contractor shall be responsible for the actions of its employees, agents and subcontractors. To assure compliance with the Construction and Landscape Standards, a compliance deposit of ~~Two Thousand Dollars (\$2,000)~~ Five Thousand Dollars (\$5,000) per lot shall be required from the builder. The compliance fee shall be refunded to the builder upon final inspection and acceptance by JRCARC.

5.02 CONSTRUCTION TRAILERS: No office, storage or other job-related trailer shall be allowed on any lot or anywhere within the Community unless approved in writing by Jacksonville Ranch Club Association, Inc.

5.03 CONSTRUCTION REFUSE: Each builder shall maintain a dumpster on all job sites under construction and shall keep the site clear of trash, debris, and overgrowth at all times. Silt screens shall be utilized to prevent dirt, debris and runoff from entering any lake or storm water system. Excess debris, dirt or mud shall be cleaned out of roadways on a regular basis. Care should be taken to ensure that the pavement and curb fronting each job site are not damaged from oil spills, concrete drips or machinery. Each Builder shall be responsible for any such damage and the cost of subsequent repairs. Once construction is complete, all trash must be kept in residential cans and stored out of site. Jacksonville Ranch Club Association, Inc. reserves the right to assess each builder for job site cleanup costs on a regular basis should such problems persist.

5.04 SINAGE: No signage shall be allowed on any lot prior to commencement of construction. Upon construction commencement, a builder sign, of a size and design designated by Jacksonville Ranch Club Association, Inc., may be placed on the lot for construction related and identification purposes only but must be removed immediately upon completion or issuance of the certificate of occupancy from Duval County.

5.05 CONSTRUCTION HOURS: Designated work time is from 7:00 A.M. to 6:00 P.M. Monday through Friday, and 8:00 A.M. to 5:00 P.M. on Saturday. Without prior approval by Jacksonville Ranch Club Association, Inc. no work may be scheduled on Sundays or Holidays.

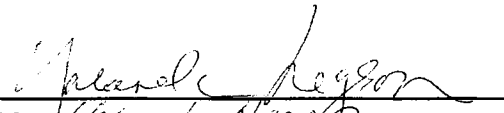
5.06 INSURANCE: Each builder is to provide a copy of their current Liability Insurance listing Jacksonville Ranch Club Association, Inc. as additional insured.

5.07 COMMENCEMENT OF CONSTRUCTION: After ARB approval, construction shall start within 120 days or the approval will be forfeited and a new application must be submitted. No additional fees will be required with the new application. Start of construction shall be determined by the forming of the foundation, or digging of the footers.

5.08 SUBSTANTIAL COMPLETION: Completion of construction shall be completed within 24 months from the commencement of construction. In the rare event that, Substantial Completion is not done in the specified time period, a Variance to this deadline must be obtained from the ARC. Noncompliance will be a violation of the Community Declaration of Restrictions and will be addressed as outlined in Article XIII section 2.

The Standards and Criteria for New Construction for Jacksonville Ranch Club contained herein may be amended at any time and from time to time only by the Board of Directors of Jacksonville Ranch Club Homeowners' Association, Inc.

**JACKSONVILLE RANCH CLUB
HOMEOWNERS' ASSOCIATION, INC.,**
Florida not-for-profit corporation

By: 
Name: Yolanda Negron
Title: JRC VICE-PRESIDENT

**JACKSONVILLE RANCH CLUB
ARCHITECTURAL REVIEW COMMITTEE**

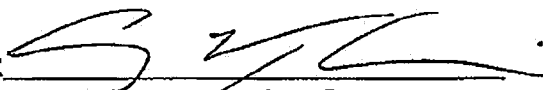
By: 
Name: COY WYCHE
Title: JRCARC MEMBER

EXHIBIT LIST

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**EXHIBIT A
JACKSONVILLE RANCH CLUB
CONSTRUCTION ADMINISTRATIVE FORM**

Jacksonville Ranch Club Architectural Review Committee FOR Pre-Approved Contractors

GENERAL INFORMATION:

Builder/Contractor: _____ License No: _____

Address: _____ City/State: _____

Property Owner: _____ Lot No: _____

Construction Address: _____

AGREEMENT:

I, _____, as Builder/Contractor for the above-described construction project, acknowledge the improvements which will be constructed shall be in accordance with the plans and specification as approved by Jacksonville Ranch Club ARC.

I further acknowledge and agree:

1. I have read and understand the Jacksonville Ranch Club Standards and Criteria for New construction and the Declaration of Protective Covenants, Conditions, and Restrictions for Jacksonville Ranch Club applicable to the property and will follow and obey these documents.
2. I am responsible for completing the project as described by the drawings and specifications approved and any proposed changes will be submitted for review and approval prior to implementation.
3. I will maintain a clean construction site at all times and install a job sign, commercial dumpster, and job toilet in conformance with the Standards and Criteria.
4. I am responsible for the conduct of all workers performing service on this project at all times while they are in Jacksonville Ranch Club.
5. After ARC approval, construction **MUST** start within **120** days or approval will be forfeited and a new application must be submitted. No additional fees are required at that time. Start of construction shall be determined by the forming of the foundation or digging of the footers.
6. I will notify the Property Management Company for Jacksonville Ranch Club to coordinate any ARC field inspections.
7. Construction **MUST** be completed within **24** months after the start of construction. Completion shall be determined by either the date the Certificate of Occupancy is issued by the county or the date the owner takes up residence in the home. A final compliance inspection must be performed by Jacksonville Ranch Club ARC prior to the owner occupying the home. Any Non-Compliance items must be corrected within **30** days of this inspection.
8. Upon satisfactory final inspection of the property, the Compliance Fee will be returned less any compliance costs.
9. Builder will be given written notice of noncompliance item discrepancies and will have **30** days to comply with the regulations.
10. Absolutely **No Open Fires or Burning** is allowed in Jacksonville Ranch Club!

COMPLIANCE FEE & DESIGN REVIEW FEE**

Compliance Fee (\$5000) _____ Refundable

Design Review Fee (\$600) _____ Non-Refundable

Resubmittal / Remodeling
Review Fee (\$200) _____ If Required

Contractor to furnish a Copy of Liability and Property Insurance for 1million dollars showing Jacksonville Ranch Club as **“additional insured”** _____ Date Submitted

THIS APPLICATION, the appropriate Fees and Agreement submitted this _____ day of _____, 20____ by:

BUILDER/CONTRACTOR SIGNATURE

PRINT NAME

Application approved this _____ day of _____, 20____ by:

JACKSONVILLE RANCH CLUB ARCHITECTURAL REVIEW COMMITTEE

By: _____
Name: Title:

** Please make out one check for the Compliance Fee and a separate check for the Review Fee. Both checks should be made payable to the **Jacksonville Ranch Club Homeowners’ Association Inc.**

Construction Vehicles Shall Use the West Gate (Paddington Way).

West Gate Code for Construction Entrance: _____ (contractor code West Gate Only) Paddington Way Entrance

EXHIBIT B
JACKSONVILLE RANCH CLUB
LOT DEVELOPMENT APPLICATION

Standards and Criteria for the control of new construction within Jacksonville Ranch Club have been approved by Florida Land & Ranches, Inc., and Jacksonville Ranch Club Associates, Inc. pursuant to Article 4.3 of the Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club, for the purpose of producing an aesthetically pleasing community of high quality, in harmony with the existing environment, with compatible and complimentary designs, all combining to protect and enhance the property value of each member of the community. Authority of Florida Land & Ranches, Inc., has been delegated to the Jacksonville Ranch Club Associates, Inc.

These Standards and Criteria are adopted pursuant to Article 4.3 of the Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club and apply to all new construction on every Lot within Jacksonville Ranch Club. No construction, improvement, or alteration shall commence on any lot in any manner or respect until approval by the Jacksonville Ranch Club Architectural Review Committee (JRCARC) has been granted.

Attached hereto, is the required Lot Development Application Form to be completed, signed, and submitted with the aforementioned plans.

JACKSONVILLE RANCH CLUB LOT DEVELOPMENT APPLICATION

GENERAL INFORMATION:

Lot No: _____

Owner's Name: _____

Owner's Address: _____

Phone Number: _____

Owners Email: _____

Builder Name: _____

Builder Address: _____

Phone Number: _____

Fax Number: _____

Builder Email: _____

License Number: _____

ARCHITECTURAL PLANS SUBMITTAL CHECKLIST:

- 1. **Site Plan (Dimensioned Layout Plan)** _____
 [@ Min 1" = 60' 0" Scale Using Survey]

Include a detail of the concrete culvert with the required pipe size, mitered ends and concrete headwall. _____

Temporary Culvert Size (Temp. Drive Shall Not Impede Swale Water Flow) _____

***Setbacks Required:**

- Front:** As per recorded plat
- Rear:** 30'
- Side:** 30'

(*Please refer to Jacksonville Ranch Club Community Declaration for setbacks from Regulatory and Jurisdictional Buffer areas and Lakes and Drainage Easements.)

ARCHITECTURAL PLANS SUBMITTAL CHECKLIST:

House Sizes Required:

Minimum A.C. Area:	2,400 s.f. Blocks 1, 2, 3, &4
	2,800 s.f. Block 5

(If two story, ground level minimum A.C. area on first floor will be **2000 square feet A.C. area**)

- 2. **Finished Floor Elevation Shown:** _____
 Existing trees shown (if applicable): _____
 Grading and Drainage Shown: _____

- 3. **Dimensioned Floor Plan:** _____
 [@Min. 1/4" = 1'0" Scale]

- 4. **Foundation Plan:** _____
 [@Min. 1/4" = 1'0" Scale]

- 5. **Roof Plan:** _____
 [@Min. 1/4" = 1'0" Scale]

- 6. **Pool Enclosure Plan:** _____
 [@Min. 1/4" = 1'0" Scale]

- 7. **Exterior Elevations (Four Sides)** _____
 [@Min. 1/4" = 1'0" Scale]

- 8. **Landscape Plans:** _____
 [@Min. 1" = 8'0" Scale]
 Number Live Oak Trees Shown (min. 4) _____
 Number of Trees Planted _____
 Irrigation Plans Included _____
 Meets Tree Removal Permit Requirement _____

- 9. Tree Clearing Only See JRC Lot Clearing Application Form

Color/Material Samples

Roof	_____
Stucco/Walls	_____
Fascia (Trim/Banding)	_____
Door	_____
Driveway	_____

Exhibit "C"

Jacksonville Ranch Club Acceptance Review Checklist

LOT NUMBER: _____

DATE RECEIVED BY PROPERTY MANAGER: _____

DATE RECEIVED BY HOA ARC MEMBER: _____

BUILDER: _____

OWNER: _____

CONSTRUCTION EXIBT "A" FORM COMPLETE: _____

ARCHITECTURAL PLANS 1 (ONE) SET*

SITE PLAN (INCLUDING DRAINAGE AND CULVERT DETAIL: _____

FLOOR PLAN: _____, ELEVATIONS: _____, LANDSCAPE PLANS: _____,

FOUNDATION PLAN (WITH ELEVATIONS) _____

COLORS & SAMPLES RECEIVED _____

COMPLIANCE & REVIEW FEES RECEIVED _____

NOTES: _____

EXHIBIT "D"
JACKSONVILLE RANCH CLUB
APPROVED MAILBOX PLAN

Cannon Ball Top

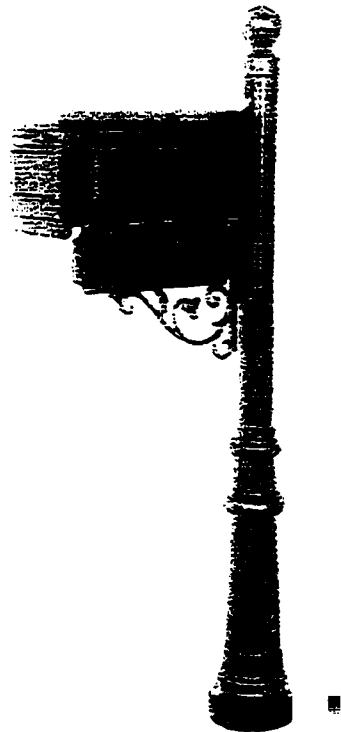
MBI Mailbox

No Number Plate

Scroll Bracket

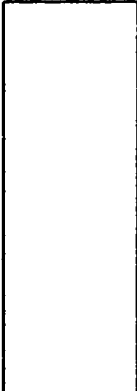
Fluted Pole

Europa Base



SPECIFICATION SHEET

PHOTO / DRAWING



Round Smooth 2", 3", 4" PRS

Date:

Project Name:

Issued to:

Schedule Type:

Manufacturer: Metalcraft

Part Number: PRS -2 (2"); -3 (3"); -4 (4")
Then length in inches. (-72; -144, etc)

Description: Round Smooth aluminum posts.

Dimensions: **Length:** Various
Width:
Height: Various
Diameter: 2", 3", 4", 5" OD

Material **Type:** Extruded Aluminum
Wall: .125
Finish: Satin Black

Mounting: Direct Burial Post

Listings: N/A

Options: Finish / Colors

Reviewed by: _____

Approved: Approved as Noted:

Rejected:

Reason: _____

Comments: _____

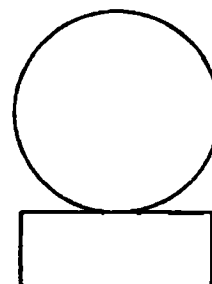
Signature: _____

Position: _____

Date: _____

SPECIFICATION SHEET

PHOTO / DRAWING



Ball FB

Date:

Project Name:

Issued to:

Schedule Type:

Manufacturer: Metalcraft

Part Number: FB

Description: Die cast Ball Finial 3" and 4" fitter

Dimensions: Length:
Width: 3.5"
Height: 4.5"
Diameter: 3"

Material Type: Cast Aluminum
Wall: .125
Finish: Satin Black

Mounting: Post Mount

Listings:

Options: Finish / Colors

Reviewed by: _____

Approved: Approved as Noted:

Rejected:

Reason: _____

Comments: _____

Signature: _____

Position: _____

Date: _____

SPECIFICATION SHEET

Date:

Project Name:

Issued to:

Schedule Type:

Manufacturer: Metalcraft

Part Number: MB 1

Description: Cast Aluminum Mailbox with Raised Panels and Cast aluminum

Dimensions: **Length:** 22"
Width: 8.5"
Height: 11"
Diameter:

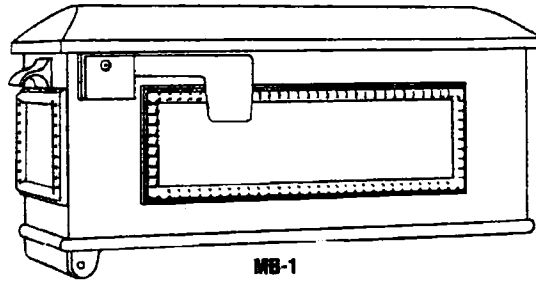
Material **Type:** Sand Cast Aluminum
Wall: .125
Finish: Satin Black
Numbers:

Mounting: Post Mount 42" above ground

Listings:

Options: Finish / Colors

PHOTO / DRAWING



Reviewed by: _____

Approved: Approved as Noted:

Rejected:

Reason: _____

Comments: _____

Signature: _____

Position: _____

Date: _____

EXHIBIT "E"
RECOMMENDED PLANT MATERIAL AND TREE PALETTE
 Shade and Ornamental Trees and Palms

Trees

Live Oak (Native)
 Laurel Oak (Native)
 Southern Magnolia (Native)
 Drake Elm
 Sweet Gum "Palo Alto"
 (Native)
 Red Maple (Native)
 Camphor Tree
 Slash Pine
 Crepe Myrtle
 Ligustrum Tree

Ground Cover

Cast Iron Plant
 Dwarf Jasmine
 Daylilies
 Mondo Grass

 Gulf Muhly (Native)
 Spartina (Native)
 Heather

Grass

St. Augustine "Floratum"

Palms

Cabbage Palm (Native)
 Washington Palm
 Windmill Palm
 Canary Island Date Palm
 Paurotis Palm

 European Pan Palm
 Pygmy Date Palm

Shrubs - Dwarf

Azalea Varieties
 Parson's Juniper
 Blue Shore Juniper
 White Indian Hawthorne
 Holly
 Yaupon Holly (Native)
 Coontie (Native)
 Lirioee
~~Mexican Heather~~
 African Iris
 Daylilies

Accent

Coontie (Native)
 Heavenly Bamboo
 Crinum Lily (Native)
 European Pan Palm
 King Sago

 Philodendron
 Bird of Paradise
 Chinese Fan Palm
 Saw Palmetto (Native)
 Grafted Gardenia

Shrubs-Medium

Azalea Varieties
 Viburnum
 Compact Pittosporum
 Dwarf Cornuta

 Dwarf Buford Holly
 Yellow Anise (Native)
 Thyralis
 Wax Priver
 Juniper
 Inkberry (Native)
 Florida Privet (Native)
 Saw Palmetto (Native)
 Fetterbrush (Native)

 Podocarpus
 Jasmine Varieties
 Fountain Grass
 Camelia
 Dwarf Oleander
 Surinan Cherry
 Blue Daze
 Gardenia
 Holly Varieties
 Indian Hawthorne
 Walter's Viburnum/(Native)

EXHIBIT "F"

EXHIBIT "F"

APPROVED REAL ESTATE SIGN



THE ONLY APPROVED REAL ESTATE SIGN FOR

THE JACKSONVILLE RANCH CLUB

Signs must be 2ft. x 2ft. (max) Aluminum or PVC rounded corners painted Fawn. Lettering must be *High Performance Cast Vinyl 3M* (Dark Green Pantone 3302 & Fawn) **ONE SIDE ONLY.**

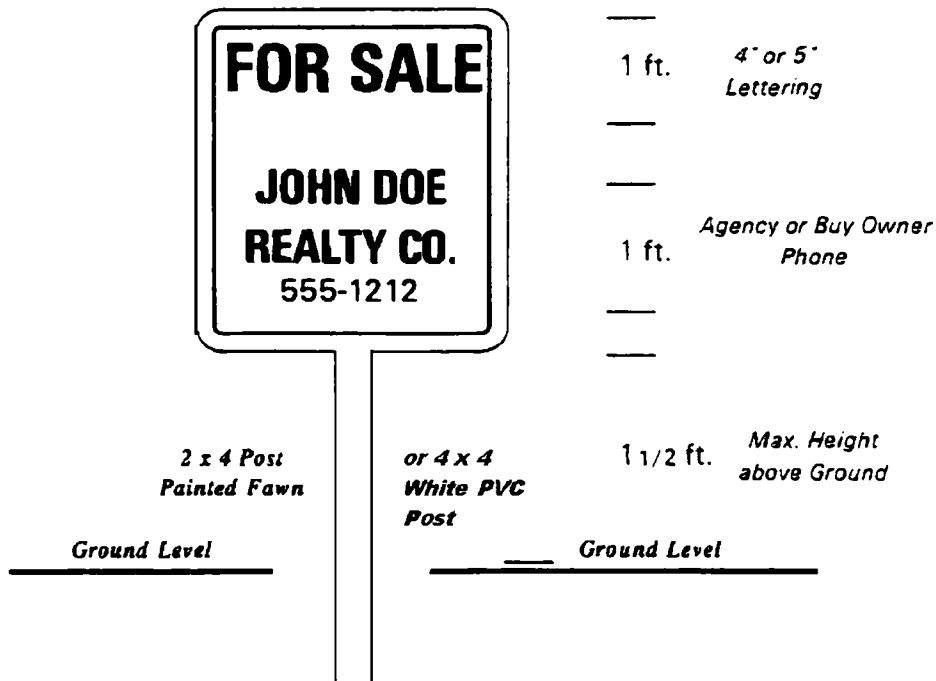


EXHIBIT "G"

CONSTRUCTION SIGN



THE ONLY APPROVED BUILDERS SIGN FOR

THE JACKSONVILLE RANCH CLUB

Signs must be 3ft. x 5ft. (max) plywood, rounded corners and painted Fawn. Lettering must be *High Performance Cast Vinyl 3M* (Dark Green Pantone 3302 & Fawn) **ONE SIDE ONLY.**

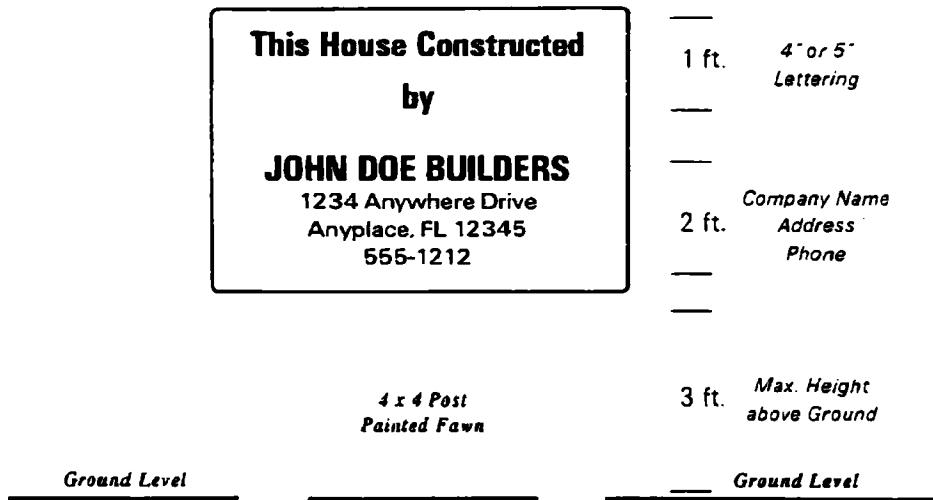


Exhibit "A" to the Bylaws of Jacksonville Ranch Club Owners Association, Inc.

**RULES AND REGULATIONS OF
JACKSONVILLE RANCH CLUB
OWNERS ASSOCIATION, INC.**

ENFORCEMENT OF RULES AND REGULATIONS: The Association may levy reasonable fines and impose other remedies for failure of its Members and Members' tenants and guests to comply with the Association's rules and regulations.

The standard fine can be up to \$100.00 for a single infraction and up to \$1,000.00 for continuing violations of the rules and regulations. Failure of a Member, or of the Member's tenants, guests, occupants, licensees or invitees, to comply with these rules and regulations is grounds for action by the Association to levy fines, suspend use rights, take corrective action, recover sums for damages, seek injunctive relief and/or any other remedy afforded by Florida law, as amended from time to time.

Pursuant to Article V, Section 6, of the Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club: "In the event any Member shall fail or refuse to maintain or repair such Member's Homesite, Dwelling or other improvements situated on said Homesite in full compliance with the provisions of this Declaration, the Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by the Association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance effected by the Association shall be chargeable to and paid by said Member to the Association within thirty (30) days after submission of a bill therefore and such bill shall include a gross-up of fifteen percent (15%) for administrative overhead. If any such bill is not paid when due, a late charge of ten percent (10%) shall be added to the bill and interest shall accrue thereon from the due date until paid at the rate of eighteen percent (18%) per annum."

These Rules and Regulations are designed to ensure, insofar as possible, the protection of the rights, privileges, privacy, safety, comfort, convenience, well-being and property values of the individual Members and the Association as a whole. They are designed to supplement and provide further specification on the covenants already contained within the Declaration, including but not limited to, the use restrictions on the Homesites and the Members' maintenance, repair and/or replacement obligations for the Homesites and Dwellings. These Rules and Regulations are consistent with the Declaration's covenants. The terms used in these Rules and Regulations have the same meaning as are used within the Declaration, Bylaws and Articles of Incorporation for Jacksonville Ranch Club Owners Association, Inc.

The Board of Directors has the responsibility to ensure enforcement of any of these Rules and Regulations. However, failure by the Board to enforce any rule or regulation will not constitute a waiver of the right to do so at any other or future time.

ARTICLE I: ALTERATIONS TO HOMESITES AND DWELLINGS

1. Any Member who desires to make any alterations to the exiting condition and appearance of his/her Homesite and/or Dwelling and/or exterior structures, including all construction, changes (including paint color changes), alterations, additions, reconstruction, or improvements of any nature whatsoever, is required to first notify, apply for and obtain the prior written approval of the Board of Directors and/or the Architectural Review Committee (“ARC”) in advance of commencing any such work. The members of the Board of Directors have the right to also sit as members of the ARC. The Board of Directors requires that an ARC form be completed by the Member and submitted to the Association for ARC review and that the following requirements also be met:
 - a. Copies of all plans and specifications related to the request must be submitted to the Association in advance of any work being performed. Please see the Amended Standards and Criteria for New Construction for required submissions by the Members and for the ARC review process and procedures.
 - b. The ARC and/or Board of Directors must approve in writing any construction work applied for by Members prior to work commencing.
2. No part of any Homesite and/or Dwelling that has been designated as a garage shall be utilized as a bedroom, den, family room, living room or any other living quarter. No carports shall be permitted.

ARTICLE II: MAINTENANCE OF THE HOMESITES AND DWELLINGS

1. If a Member fails, in the Board’s sole discretion, to maintain their Homesite or Dwelling as required by the Governing Documents, the Board, after giving such Member at least ten (10) days written notice, is hereby authorized, but not obligated, to maintain that Homesite and Dwelling and said Member shall reimburse Association for actual costs incurred and all additional costs as provided for in Article V, Section 6, of the Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club. The ten (10) day written notice by the Association is not required for “forced cutting” on the Homesites and Dwellings as further described in Article II, Section 6, of these Rules below due to a Member’s failure to maintain his/her landscaping pursuant to the First Amendment to Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club.
2. Each Member shall maintain his/her Dwelling and Homesite in a good state of preservation, respectability, cleanliness and appearance at all times so that his/her Dwelling and Homesite will not be damaged or appearance diminished by his/her neglect. Each Member, at his/her expense, shall maintain in a good order and repair and keep in an attractive condition all portions of his/her Homesite and the Dwelling located thereon, including without limitation the roof, gutters, downspouts, exterior building surfaces, all portions of privacy fences within the Homesite, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, driveways, walkways,

sidewalks, screened patio and pool enclosures, landscaping, and any other equipment, structures, improvements, additions, or attachments located on the Homesite. Members shall maintain their Homesites and Dwelling in accordance with the Declaration.

3. Any missing and/or discolored shingles on the roof of a Dwelling shall be immediately addressed by the Member and owner of the Dwelling and Homesite, and is evidence that immediate repairs, which may include up to a complete and total roof replacement, are needed and shall be made by the Member.
4. Any discoloring, stains, fading, or similar deterioration to the paint of items on the exterior of the Dwelling or on the Homesite, including but not limited to, gutters, downspouts, exterior building surfaces, all portions of privacy fences within the Homesite, doors, garage doors, mailboxes, and other exterior Dwelling surfaces, shall be immediately addressed by the Member and owner of the Dwelling and Homesite by repainting said deteriorated item the same existing color. (Any repainting that is a deviation from the Dwelling and/or structure's existing color must first be approved in writing by the ARC and/or Board of Directors before the repainting of a different color can commence).
5. Any stains, dirt, mold, mildew, discoloring or similar unsightly marks on the driveways, sidewalks, walkways, porches and exterior surfaces of the Dwelling and/or Homesite shall be immediately addressed by the Member and owner of the Dwelling and Homesite by pressure washing or otherwise removing said unsightly marks through other methods.
6. All Members shall comply with the First Amendment to Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club recorded on January 9, 2008 at Book 14340, Page 211, of the Duval County Official Records, and "shall cut and/or hay unimproved portions of the Homesite at least four (4) times a year on or before March 15, June 1, August 1 and October 31st of every year." For any Homesite and Dwelling where there is no cutting of the lawn or hay placed on the unimproved portions of the lot by each of these four separate dates, the Association will have the Homesite and Dwelling mowed (referred to as a "forced cut") after each respective date in which a Homesite and Dwelling is not maintained accordingly, and each respective Member owning such Homesite and Dwelling will be charged the expense of that forced cut pursuant to Article V, Section 6, of the Declaration. For example, if there is no cut or hay on the unimproved portion of a Homesite and Dwelling by March 15th, then the Association will perform a forced cut on that Homesite and Dwelling and will charge the expense to the owner. If there is no subsequent cut or hay on the unimproved portion of that same Homesite and Dwelling by June 1st, the Association will perform another forced cut on that Homesite and Dwelling and will charge the new expense to the owner. The same process will occur after August 1st and October 31st if there is no additional cut or hay on the unimproved portion of that same Homesite and Dwelling by those respective dates with those additional expenses being charged to that owner. This rule and procedure applies to all Homesites and Dwellings within the Association. There will be no ten (10) day notices as described in Article II, Section 1, of these Rules for this forced cut regulation. All owners are on notice of this forced cut regulation pursuant to the Declaration and these Rules and Regulations.

ARTICLE III: HOMESITE AND DWELLING EXTERIOR

1. Members and/or tenants or other residents are prohibited from hanging laundry, rugs, garments, blankets, towels, etc. from windows, decks, trees or from any of the facades of the Homesite and Dwelling structures. Drying of clothes is not permitted within open garages.
2. Entryways, sidewalks, decks, porches, and landscaped portions of the Homesite may not be used for storage of items that appear obtrusive and noticeable from the street or adjacent Homesites and Dwellings.
3. No one shall post any advertisements, posters or signs of any kind on the Homesites and/or exterior of the Dwellings unless the ARC and/or Board of Directors has provided prior written approval of such items. If prior written approval is provided by the ARC and/or Board of Directors then a lawn sign advertising a Homesite and/or Dwelling for sale may be posted according to the Amended Standards and Criteria for New Construction.
4. The exterior of any Dwelling and all areas appurtenant to a Dwelling shall not be improved, painted a different color, or modified in any manner without prior written approval of the ARC and/or Board of Directors, subject to the provisions of the Declaration and ARC Guidelines. This requirement includes, but is not limited to, the Dwellings themselves, decks, fences, landscaping, auxiliary buildings, screened porches and pools, hot tubs, and barbeque pits.
 - a. A Dwelling may be painted without ARC and/or Board of Director approval only when it is being repainted its same existing color. Any repainting of a Dwelling, or any other structure on a Homesite, that is a deviation from the Dwelling and/or structure's existing color must be approved in writing by the ARC and/or Board of Directors before the repainting can commence.
5. No tents, camping facilities, picnic canopies or other temporary structures are allowed on a Homesite's front yard. All such items must be kept in the Homesite's back yard in such a way that it is not visible to adjacent Homesites and Dwellings or from the street.
6. Holiday/seasonal decorations are allowed to be displayed and must be season appropriate. Holiday decor may be installed two weeks prior to a holiday and must be removed within two weeks after the holiday. Christmas and similar decorations may be displayed from Thanksgiving until January 15th. Holiday decorations may be ordered removed at any time at the sole discretion of the Board of Directors.
7. No aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a Dwelling or other structure. No window air conditioning units shall be installed in any Dwelling. No exterior components of air conditioning units shall be visible from the street.

8. Oil, gasoline drippings and rust from motor vehicles destroys pavers, streets and driveways. All Members and tenants are required to keep vehicles in good repair to avoid this. Any damage caused by oil, gasoline drippings and rust is the responsibility of the Member and/or tenant to immediately address, clean, repair and restore.

ARTICLE IV: MISCELLANEOUS

1. Trash: Except for regular collection and disposal, no rubbish, trash, garbage or other waste material or accumulations shall be kept, stored or permitted anywhere within the Homesite, except inside each Dwelling, garage or within sanitary containers concealed from view, such as behind a fence. No trash or recyclables are permitted to be placed curbside until the evening prior to the scheduled pick up and all trash cans and recycling bins must be returned to the garage, Dwelling and/or be otherwise concealed by sundown the day of trash day. Other than the evening prior to the scheduled pick up of trash or recyclables, no Member and/or tenant and/or resident may place trash, garbage cans or recycling bins out within sight of the public at any time. Trash must be kept in closed containers with a lid to prevent access by animals. Recyclables must be placed in a recycling container provided by the City. On non-trash pick-up days the trash cans and recycling containers must be kept in the garage, Dwelling or behind a fence out of view from adjacent Homesites and any street
2. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Homesites, Association property, or in the streets.
3. Pets: No pets may be kept, bred or maintained for commercial purposes. Pets cannot become a nuisance or annoyance to neighbors. All dogs must be on a leash when walked outside of the Dwelling or outside of the Homesite's fenced-in area. Members and tenants must pick up after their dog's solid waste at all times, no exceptions.
4. Any damage to Association signage, service facilities or Association equipment caused by a Member, or a Member's tenants, guests or visitors, shall be repaired at the expense of the Member held to be responsible.
5. Each Member shall provide a copy of these Rules and Regulations, Amended Standards and Criteria for New Construction and the Declaration to any tenant, long-term guest, and/or purchaser of his/her Homesite and Dwelling.
6. Member meetings: Members of the Association are entitled to speak for a maximum of three (3) minutes only on each agenda item of a members' meeting.
7. The Board of Directors shall be permitted, but have no obligation, to grant relief to one or more Members from specific rules and regulations upon written request by the Member and good cause shown for the relief requested. Such decision to grant relief shall be in the sole discretion of the Board of Directors. Any decision by the Board of Directors to grant relief shall in no way effect the enforceability of any other provisions of these Rules and

Regulations as to any other Member and/or tenant, and such provisions shall remain in full force and effect.

- 8. The Board of Directors will follow the State of Florida Law for the use of the specialized vehicles on Public Roads when these motorized vehicles are driven on the paved roads in JRC. No off-road use on the common property or another homeowners' property without written permission. Use of the approved vehicles on the Parking Areas at the Playground or Equestrian Area is permitted with the written consent form. Article IV (14)
 - a. All-terrain vehicles ("ATV") (or 4-wheeler) or Go-Cart's are not permitted anywhere outside the owner's property in JRC.
 - b. Utility Terrain Vehicles ("UTV") must meet the FL Law and receive written consent and be driven responsibly by at least a Class E license holder only on the paved roads in JRC.
 - c. Scooters, mini bikes, mopeds, and small motorcycles <50cc must meet the requirements of the State of FL Law and be driven responsibly by at least a Class E license holder and receive written consent to be ridden on JRC paved roads.
 - d. Off road use of any motorized vehicle above is prohibited.
 - e. Any of the above vehicles meeting the State of Florida requirements to be on a public road can be ridden or driven responsibly at the Playground and Equestrian Parking area.
 - f. Any of the above vehicles can be ridden or driven on the owner's property with the owner responsible for the use.
 - g. Golf Carts can be used by obtaining written consent with a minimum of a 14-year-old driver on the paved roads.
 - h. The written consent can be withdrawn at any time

- 9. The Member is issued uniquely programmed entry code for his/her Homesite that is to be used only by the Members, their immediate family, or tenants if the Dwelling is rented. The entry code shall not be provided to any non-resident or non-family member, including but not limited to, vendors, contractors, friends and colleagues. Any misuse of this entry code, as evidenced by personal observation, surveillance and/or gate access reports is considered a violation of the provisions of the Community Declaration of Restrictions for Home sites, Bylaws and Rules & Regulations of Jacksonville Ranch Club Owners Association.

ARTICLE V: PARKING

- 1. Parking on lawns, landscaped areas and/or sidewalks is prohibited. No vehicles shall block any part of the sidewalks at any time. No parking on the streets between the hours of 9:00 p.m. – 7:00 a.m. During the hours of 7:00 a.m. – 9:00 p.m. the parking of any vehicle on the streets shall be limited to a maximum of two (2) hours.

- 2. No vehicle which is unsightly, not displaying a current tag, or that cannot operate under its own power may remain on a Homesite or within the Association property for more than 24 hours unless parked inside the garage and concealed from public view. No repair of such

vehicles shall be made on the Homesites or Association property except as is necessary in an emergency.

3. Any and all parking violations may subject Members, tenants, occupants and guests to fines and/or towing at the Member and/or tenant's sole expense. The Association shall have the right and authority to tow any vehicle violating the Association's parking rules and regulations without any liability whatsoever to the Member and/or owner of the vehicle towed.
4. All garage doors must be kept closed when the garage to a Homesite or Dwelling is not in use.
5. The Association has a RV Storage Lot that is a community amenity and functions as a limited-space resource provided by the Association for the express usage of Members only for the purpose of storing currently licensed non-commercial vehicles, boats, campers, motor homes, trailers and similar recreational vehicles. This RV Storage Lot may not be used for overnight camping. No unlicensed vehicles or other types of items other than those expressly described above shall be stored in the RV Storage Lot without express written permission from the Association's Board of Directors. In order for a Member to store an approved item in the RV Storage Lot, the Member must apply using an application form that can be obtained from the Association's management company and then must receive written approval from the Association for that specific item applied for before the Member can store that item in the RV Storage Lot.

ARTICLE VI: NUISANCES

1. No nuisances (as defined by the Association's Board of Directors in its sole discretion) shall be allowed on the Homesites, Dwellings or Association property. Members and tenants shall avoid excessively loud playing of stereos, MP3 players, computers, CD players, televisions, radios, musical instruments, etc. and shall avoid making unusual noises that disturb or annoy the occupants of other Dwellings, who have the right of peaceful enjoyment. The use of such items shall not become a source of annoyance to Members, tenants and occupants of other Dwellings and shall not interfere with the peaceful possession or quiet enjoyment of any other Dwelling and/or Association property. Loud mufflers of Member and tenant vehicles are considered disturbing noise and will be subject to a fine. Notwithstanding the above, any and all local noise ordinances governing Duval County, Florida, as amended from time to time, must be strictly adhered to, and any violations of the local noise ordinances will also be considered a violation of these Rules and Regulations and will subject the Member to fines.
2. No noxious, destructive or offensive activity is permitted anywhere within the Homesite or Dwelling, nor shall anything be done within the Homesites or Dwellings that may constitute an annoyance or nuisance to any other Member or tenant. No activity is permitted, nor shall any object or substance be kept, stored or emitted, anywhere within the Homesites, Dwellings, or the Association property in violation of law. No immoral,

illegal, improper, offensive or hazardous use may be made in any Homesite, Dwelling or anywhere on the Association property.

3. No television or radio masts, towers, poles, antennas, satellite dishes, aerials or appurtenances shall be erected, constructed or maintained on the exterior of any Dwelling or Homesite unless the location, size and design thereof has received prior written approval from the Board of Directors and/or ARC. Electronic equipment that interferes with the television or radio reception of another Homesite or Dwelling shall not be allowed.
4. Construction work and/or any other service, maintenance or repair work to the Homesites or Dwellings must only be carried on from 7:00AM to 6:00 PM Monday through Friday, and 8:00 AM to 5:00 PM on Saturday. Advance notice to your neighbors is advised.