

Prepared by/return to:
Hans C. Wahl, Esq.
JimersonBirr, P.A.
One Independent Drive, Suite 1400
Jacksonville, FL 32202

CERTIFICATE OF FIRST AMENDMENT TO THE BYLAWS OF JACKSONVILLE RANCH CLUB TWO OWNERS ASSOCIATION, INC., THE RULES AND REGULATIONS OF JACKSONVILLE RANCH CLUB TWO OWNERS ASSOCIATION, INC. AND THE ARCHITECTURAL GUIDELINES FOR NEW CONSTRUCTION AND FOR IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO EXISTING DWELLINGS AND STRUCTURES.

THE UNDERSIGNED, being the duly elected and acting President of JACKSONVILLE RANCH CLUB TWO 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 28 SEPTEMBER, 2020, at which a quorum of the Board of Directors was established, the First Amendment to the Bylaws of Jacksonville Ranch Club Two Owners Association, Inc., the Rules and Regulations of Jacksonville Ranch Club Two Owners Association, Inc., and the Architectural Guidelines for New Construction and for Improvements, Additions and Alterations to Existing Dwellings and Structures was approved by the required vote of the Board of Directors. The Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club Two was recorded on November 29, 2006, in the Official Records of Duval County, Florida at Book 13665, Page 1304 *et seq.*, and as amended from time to time.

Signed, sealed and delivered
in the presence of:

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

Witness: Dynette Rubie

By: Isaac C. McCullough
Isaac C. McCullough, President

Print name: Dynette Rubie
Witness: Wynetta McEraw

Print name: Wynetta McEraw
STATE OF FLORIDA
COUNTY OF DUVAL

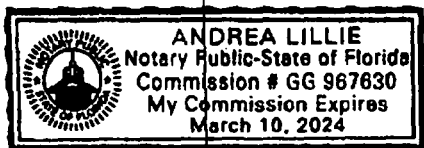
The foregoing instrument was acknowledged before me this 28th day of September 2020, by Isaac C. McCullough, as President of Jacksonville Ranch Club Two Owners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Such person did take an oath and:

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

{Notary Seal must be affixed}

Andrea Lillie
SIGNATURE OF NOTARY

ANDREA LILLIE
Name of Notary (Typed, Printed or Stamped)



Document prepared by:
Hans C. Wahl, Esq.
Jimerson Birr, P.A.
One Independent Drive, Suite 1400
Jacksonville, Florida 32202

**FIRST AMENDMENT TO BYLAWS OF
JACKSONVILLE RANCH CLUB TWO OWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT to the Bylaws of Jacksonville Ranch Club Two Owners Association, Inc. is made this 28 day of SEPTEMBER, 2020 by Jacksonville Ranch Club Two Owners Association, Inc. (the "Association").

WHEREAS, the Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club Two, was recorded on November 29, 2006, in the Official Records of Duval County, Florida at Book 13665, Page 1304 (the "Declaration");

WHEREAS, the Articles of Incorporation of Jacksonville Ranch Club Two Owners Association, Inc. and the Bylaws of Jacksonville Ranch Club Two Owners Association, Inc. were recorded on September 8, 2011, in the Official Records of Duval County, Florida at Book 15706, Page 2053, and, specifically, the Bylaws of Jacksonville Ranch Club Two Owners Association, Inc. begins at Book 15706, Page 2063 of the Official Records of Duval County, Florida (the "Bylaws");

WHEREAS, the Amendment to Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club Two was recorded on March 14, 2008, in the Official Records of Duval County, Florida at Book 14420, Page 2316;

WHEREAS, the Association now desires to amend the Bylaws and this First Amendment is made pursuant to Section 6.6 of the Bylaws and approved by a majority vote of the Association's Board of Directors;

WHEREAS, the Association also desires to establish a set of enforceable Rules and Regulations pursuant to Section 3.17 and 3.18 of the Bylaws and Article IV of the Articles of Incorporation of Jacksonville Ranch Club Two Owners Association, Inc. ("Articles"), and the Rules and Regulations attached hereto as Exhibit "A" is also approved by a majority vote of the Association's Board of Directors;

WHEREAS, the Association also desires to establish a set of architectural guidelines, standards and criteria for new construction and for improvements, additions and alterations to existing dwellings and structures, and, pursuant to the Declaration, the Architectural Guidelines for New Construction and for Improvements, Additions and Alterations to Existing Structures attached hereto as Exhibit "B" is also approved by a majority vote of the Association's Board of Directors; and

NOW, THEREFORE, the Bylaws of Jacksonville Ranch Club Two Owners Association, Inc. are amended as follows:

1. ~~1.3~~ Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club Two, as recorded, as it may be amended, unless the context indicates otherwise.

The term "Governing Documents" shall include the following: (1) Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club Two; (2) Articles of Incorporation of Jacksonville Ranch Club Two Owners Association, Inc.; (3) Bylaws of Jacksonville Ranch Club Two Owners Association, Inc.; (4) The Rules and Regulations of Jacksonville Ranch Club Two Owners Association, Inc.; and (5) The Architectural Guidelines for New Construction and for Improvements, Additions and Alterations to Existing Structures of Jacksonville Ranch Club Two Owners Association, Inc.

2. ~~3.2~~ Number of Directors. The Board shall consist of two to ~~four~~ three directors, as provided in Section 3.3 and 3.5 below. ~~The initial Board shall consist of two directors, as identified in the Articles of Incorporation.~~

3. ~~3.3~~ Directors During Class "B" Control Period. ~~During the Class "B" Control Period, the Board shall consist of two directors. The Class "B" Member, acting in its sole discretion, shall appoint directors during the Class "B" Control Period. The Class "B" Control Period shall expire upon the earlier of (i) the conveyance of all Units planned for the Properties and the expiration of the Declarant's right to annex additional property pursuant to the Declaration; or (ii) when, in its discretion, the Class "B" Control Period, the number of directors shall increase to four, and Class "A" Members shall be entitled to elect all four directors, as provided in Section 3.5.~~

4. ~~3.4~~ Nomination and Election of Directors and Officers. ~~Except for those directors appointed by the Class "B" Member during the Class "B" Control Period,~~ Directors shall be nominated from the floor at the meeting in which the election is to take place or by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes. Directors and officers of the Association shall be Members.

Each Owner may cast the entire vote assigned to his or her Homesite for each position to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms. Officers shall be elected annually by the members and may simultaneously serve as directors.

If a Homesite and/or Dwelling is owned by a corporate owner, that corporate owner can hold only one director seat and only one officer position no matter how many Homesites and/or Dwellings are owned by that corporate owner. Prior to running for office, the designated

representative of that corporate owner who is eligible to hold a director seat or officer position must be listed on file with the Association, along with his/her title with that corporate owner and contact information

5. 3.5 Election and Term of Office. ~~At the first annual or special meeting upon termination of the Class "B" Control Period, the directors appointed by the Class "B" Member shall resign and the Class "A" Members shall elect up to four directors.~~ At the first annual meeting such meeting, two directors shall be elected for two-year terms, and two directors one director shall be elected for one-year term, as they determine among themselves. Upon the expiration of the term of office of each director elected, ~~by the Class "A" Members,~~ a successor shall be elected to serve a term of two years. The directors ~~elected by the Class "A" members~~ shall hold office until their representative successors have been elected or appointed.

6. 3.18 Duties. The duties of the Board shall include, without limitation:

- (a) Preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses, which includes determining the expenses required for the operation of the Association and the corresponding assessments to be levied against each Owner for that budget year;
- (b) Levying and collecting such assessments from the Owners;
- (c) Providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) Designating, hiring, and dismissing the personnel and vendors necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) Depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' business judgment, in depositories other than banks;
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required;
- (g) Making or contracting for the making of repairs, additions, improvements, or alterations to the Common Area in accordance with the Declaration and these Bylaws;

- (h) Enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association as allowed by Florida law and the Association's Governing Documents; ~~provided, the Association's enforcement obligations shall be limited in the manner set forth in the Declaration;~~
- (i) Obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (j) Paying the cost of all services rendered to the Association;
- (k) Keeping books with detailed accounts of the receipts and expenditures of the Association;
- (l) Making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association, as provided in Section 6.4;
- (m) Permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; ~~and~~
- (n) Indemnifying a current or former director, officer, or committee member of the Association to the extent such indemnity is required under Florida law, the Articles of Incorporation, or the Declaration;
- (o) To declare an officer seat or Board of Director seat to be vacant in the event such Member shall be absent from three (3) consecutive meetings of the Board of Directors;
- (p) Exercise all powers vested in or delegated to the Board of Directors by Chapter 617 and Chapter 720, Florida Statutes, and as it may be amended from time to time;
- (q) Adopting and amending rules and regulations concerning the details of the operation and use of the Homesites, Dwellings and the Association Property, along with the Members' obligations as to their Homesites, Dwellings, and the Association Property;
- (r) Purchasing, leasing or otherwise acquiring Homesites, Dwellings, or other property in the name of the Association, or its designee;
- (s) Purchasing Homesites and/or Dwellings at foreclosure or other judicial sales, in the name of the Association or its designee;

- (t) Obtaining and reviewing insurance for the Association and the Property as needed;
- (u) Making repairs, maintenance, additions and improvements to, or alterations of, the Homesites, Dwellings, and Association Property, in accordance with the provisions of the Declaration;
- (v) Enforcing obligations of the Owners, allocating revenues and expenses and taking such other actions as shall be deemed necessary and proper for the management of the Association;
- (w) Levying reasonable fines against Owners for violations by the Owners, their occupants, guests, tenants, licensees, or invitees of the Association's Governing Documents. No fine shall exceed the highest amount permitted under the Homeowners' Association Act ("Act") (as it may be amended from time to time), however, a fine may be levied on the basis of each day of a continuing violation, provided that the maximum fine shall not exceed the aggregate maximum permitted under the Act (as it may be amended from time to time);
- (x) Adopt budgets and make and collect special and periodic assessments against Members to cover the expenses of the Association;
- (y) Acquiring and conveying Association Property for the purposes of providing utility easements, right-of-way expansion or other public purpose whether negotiated or as part of the eminent domain procedure which authority can be exercised by the Board of Directors without approval of the Owners;
- (z) Imposing a lawful fee in connection with the transfer, lease, sale or sublease of Homesites and Dwellings not to exceed the maximum amount permitted by the HOA Act (as amended from time to time);
- (aa) Collecting assessments through all available means allowed by the Declaration and the HOA Act (as may be amended from time to time), including the foreclosing of a lien against any Homesite and/or Dwelling for which assessments are not paid when due or to bring an action at law against the Member(s) personally obligated to pay the same;
- (bb) The Board of Directors shall have the authority to appoint an Architectural Review Committee, which committee may include members of the Board of Directors. The purpose of the Architectural Review Committee is to perform the architectural review and approval and/or denial of proposed new construction as well as any proposed improvements, additions or alterations to existing Dwellings and structures on the Homesites and as further explained in Article VII of the Bylaws titled "Architectural Control" and contained below;

- (cc) The Board of Directors shall have the authority to appoint other committees as deemed appropriate in carrying out the purposes of the Association.
- (dd) The 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 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, sub-contractors, material suppliers, independent contractors, engineers and architects.
- (ee) The Association, through its Board of Directors, shall have the right to proceed at law or in equity to compel compliance and enforcement of the Governing Documents. The costs and attorney fees incurred by the Association from such proceedings in such actions shall be charged to the person alleged to be in violation. Other remedies available to the Association include, but are not limited to: (i) levying of fines; (ii) filing a lawsuit in state court seeking an injunction to stop the construction work until the violation is corrected; (iii) revoking prior approvals; (iv) withholding approvals, variances, etc.; and (v) any other remedies afforded to the Association pursuant to Florida law and its Governing Documents. Without limiting the generality of the foregoing, a Member shall also be responsible for the payment of any and all legal fees incurred by the Association in connection with the enforcement of the Governing Documents, whether or not formal litigation has actually begun. Any such legal fees shall be paid by the Member(s) not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall become an assessment against the Homesite and Dwelling and the Association shall have the right to collect the legal fees in the same manner as collecting an assessment

7. The following is added as an entirely new section of the Bylaws at Article VII:

ARTICLE VII – ARCHITECTURAL CONTROL

7.1. Architectural Review Committee. The Association, through its Board of Directors, shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee (“ARC”) composed of one to three persons and who may also be members of the Board of Directors. Any reference in the Association’s Governing Documents to architectural review and approval for new or existing Homesites and/or Dwellings shall be deemed to require the review and approval of the ARC. A fee, set by the Board of Directors and which may change from time to time, shall be paid by the applicant for the review of the ARC application and supplemental documents. The ARC, through the Board of Directors, may retain the services of a professional advisor, including but not limited to an architect, engineer, contractor, or attorney, to assist the ARC in the performance of its duties in reviewing, evaluating and either approving or denying Member applications.

7.2 ARC Authority. The ARC has full authority to regulate the use and appearance of the Homesite and exterior of the Dwelling and other structures to: (a) assure harmony of external design and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Association and its Homesites and Dwellings as a residential community; (c) create, establish, develop, foster, maintain, preserve and protect within the Association a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan and scheme of development and construction with consistent architectural and landscape standards; (d) maintain compatibility of external appearance among the improvements located on the Homesites and overall Association property; and (d) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Homesites and Dwellings within the Association.

The power to regulate includes the power to prohibit, and require the removal of (when constructed without ARC approval), those exterior appearances, uses or activities inconsistent with the provisions of the Association’s Governing Document, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The ARC and/or Board of Directors may adopt, rescind and amend reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall have been approved by the Board of Directors before taking effect. Violations of the ARC’s rules and regulations shall be enforced by the Board of Directors in the name of the Association. The ARC’s rules and regulations shall be named “The Architectural Guidelines for New Construction and For Improvements, Additions and Alterations to Existing Structures of Jacksonville Ranch Club Two Owners Association, Inc.”

7.3 ARC Approval. The ARC’s prior written approval is required for any and all new construction on Homesites and also for any and all additions, improvements, and alterations (including but not limited to color changes) to the exterior of existing Dwellings and other structures.

7.4 Applications. All Member applications to the ARC must be accompanied by detailed and complete plans and specifications. The ARC will strive to provide the Member with a response within thirty (30) days; however, if the ARC does not respond to the Member's application within thirty (30) days it shall not mean that any application has been approved or denied. The ARC's approval must be in writing, and the Member cannot begin new construction or additions, improvements and alterations to existing Dwellings and structures until the Member receives prior written approval from the ARC. Silence from the ARC shall not be construed as either acceptance or denial.

7.5. Exculpation for Approval or Disapproval of Plans. The Association, the members of the ARC, and any and all officers, directors, employees, agents, managers and agents of the Association, and any professionals used in the ARC process, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Member or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the ARC for approval pursuant to the provisions of this Article, by the submission thereof, and each Member by acquiring title to any Homesite or Dwelling or any interest therein, shall be deemed to have agreed that he or she shall not be entitled to and shall not bring any action, proceeding or suit against the Association, the ARC, nor any individual member, officer, director, employee, manager, agent or professional used in the ARC process for the purpose of recovering any such damages or other relief on account of any such decision, approval or denial. Additionally, plans, specifications and other materials submitted to the ARC or Board of Directors of the Association shall be reviewed and approved or denied based on their compliance with the provisions of the Associations' Governing Documents and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in the Association's Governing Documents, and shall not be reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the ARC, the Association, nor any individual member, officer, director, employee, manager, agent or professional used in the ARC process shall assume or incur any liability or responsibility whatsoever for any violation of governmental regulations and ordinances or any defect in the design or construction of any Dwelling, structure or other improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Article.

7.6 Inspection. The ARC or its designee shall inspect the construction work after completion to determine compliance with the approved plans and specifications. The ARC or its designee's entry onto a Homesite to inspect construction work shall not be deemed a trespass. If the ARC determines, in its sole discretion, that the construction work does not comply with the approved plans and specifications, then it shall report to the Board of Directors specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and in the event that any construction work was performed without first obtaining written approval

from the ARC or the construction work is not in strict compliance with any approval given or deemed given by the ARC, or the provisions of this Article or of any of the Association's Governing Documents are otherwise violated, the Association shall have all available legal remedies afforded to it under Florida law and the Association's Governing Documents, including but not limited to filing an action against the Member(s) seeking injunctive relief from the Court to require the Member to stop, remove and alter any construction work in order to comply with the requirements hercof. In connection with this enforcement, and in addition to the right of inspection after completion of work, the ARC or its designee shall have the right to enter onto any Homesite and make any inspection necessary to determine that the provisions of this Article and the Association's Governing Documents and any approval given by the ARC have been complied with throughout the construction process. The ARC or its designee's entry onto a Homesite for this inspection purpose shall not be deemed a trespass. The failure of the Association to object to any construction work prior to its completion shall not constitute a waiver of the Association's right to object to any construction work after completion, nor shall it be deemed a waiver of the Association's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth in the Association's Governing Documents.

8. The Rules and Regulations attached hereto as Exhibit "A" is validly passed by the Board of Directors and is added to the Bylaws as Exhibit "A" and is enforceable.

9. The Architectural Guidelines for New Construction and for Improvements, Additions and Alterations to Existing Structures is validly passed by the Board of Directors and is added to the Bylaws as Exhibit "B" and is enforceable.

10. The remaining provisions of the Bylaws of Jacksonville Ranch Club Two Owners Association, Inc. shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Association has caused this First Amendment to the Bylaws of Jacksonville Ranch Club Two Owners Association, Inc., the Rules and Regulations of Jacksonville Ranch Club Two Owners Association, Inc., and the Architectural Guidelines for New Construction and for Improvements, Additions and Alterations to Existing Structures to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness: William F. Brown

Print name: William F. Brown

Witness: JOSEPH T. McWICK II

Print name: JOSEPH T. McWICK II

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

By: Isaac C. McCullough
Isaac C. McCullough, President



DWAYNE A. LARKINS
Commission # GG 368525
Expires November 24, 2023
Bonded Through Budget Notary Services

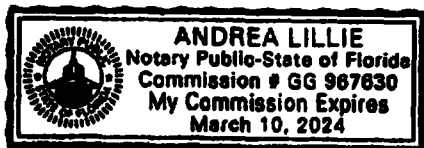
Dwayne A. Larkins
Dwayne A. Larkins
9/28/2020

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of September 2020, by Isaac C. McCullough, as President of Jacksonville Ranch Club Two 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 _____ as identification.

{Notary Seal must be affixed}



Andrea Lillie
SIGNATURE OF NOTARY

ANDREA LILLIE
Name of Notary (Typed, Printed or Stamped)

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

RULES AND REGULATIONS OF JACKSONVILLE RANCH CLUB TWO 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 Two: "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 Two 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 Architectural Guidelines for New Construction and for Improvements, Additions and Alterations to Existing Structures 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 Two.
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.

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 described as Exhibit "F" to the ARC Guidelines advertising a Homesite and/or Dwelling for sale may be posted.
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, ARC Guidelines 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.

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 not in use.

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. No person shall create, or cause to be created, any sound that creates a sound level beyond the lot line of the Homesite upon which the sound source is located that exceeds the sound level limit of 55 Decibels (A-scale) between 7 a.m. to 9 p.m. The Association has a strictly enforced quiet time between 9 p.m. to 7 a.m. 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.
5. The use of drones over the Homesites and/or Dwellings of other Members is prohibited. The use of drones over Association property is prohibited unless prior written consent is provided by the Board of Directors to the drone operator prior to use of the drone.

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

THE ARCHITECTURAL GUIDELINES FOR NEW CONSTRUCTION AND FOR IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO EXISTING DWELLINGS AND STRUCTURES OF JACKSONVILLE RANCH CLUB TWO OWNERS ASSOCIATION, INC.

ENFORCEMENT OF THE ARCHITECTURAL GUIDELINES FOR NEW CONSTRUCTION AND FOR IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO EXISTING DWELLINGS AND STRUCTURES ("ARC GUIDELINES"): 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 ARC Guidelines, including formal legal action seeking a court ordered injunction for the Member in violation to stop, remove and/or alter any unauthorized construction work.

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

These ARC Guidelines are designed to uphold the standards of the Association and its Homesites and Dwellings contained therein; protect the common scheme and development plan of the Association; maintain and improve property values; and to establish a certain aesthetic quality and appearance of all Homesites and Dwellings within the Association. They are designed to supplement and provide further specification on the covenants already contained within the Declaration. These ARC Guidelines are consistent with the Declaration's covenants. The terms used in these ARC Guidelines have the same meaning as are used within the Declaration, Bylaws and Articles of Incorporation for Jacksonville Ranch Club Two Owners Association, Inc.

The Board of Directors has the responsibility to ensure enforcement of any of these ARC Guidelines. However, failure by the Board to enforce any specific ARC Guideline will not constitute a waiver of the right to do so at any other or future time.

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SECTION 1: OVERVIEW

1.01 PURPOSE: Standards and Criteria for the control of new construction within Jacksonville Ranch Club Two have been approved by Jacksonville Ranch Club Two Owners Association, Inc. ("Association"), for the purpose of producing an aesthetically pleasing community of high quality custom homes, 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 Homesite within the Association and to all improvements, additions and alterations to existing Dwellings and structures on the Homesites within the Association. **No new construction, or improvement, addition or alteration to existing Dwellings and structures shall commence on any Homesite in any manner or respect until prior written approval has been tendered by the Association's Architectural Review Committee (the "ARC") or its Board of Directors.**

1.03 ENFORCEMENT: The Association, through its ARC and/or Board of Directors, shall have the right to proceed at law or in equity to compel compliance and enforcement of the ARC Guidelines imposed. The costs and attorney fees incurred by the Association from such proceedings in such actions shall be charged to the person alleged to be in violation. Other remedies available to the enforcing party include, but are not limited to: (i) levying of fines; (ii) filing a lawsuit in state court seeking an injunction to stop the construction work until the violation is corrected; (iii) revoking prior approvals; (iv) withholding approvals, variances, etc.; and (v) any other remedies afforded to the Association pursuant to Florida law and its Governing Documents. Without limiting the generality of the foregoing, a Member shall also be responsible for the payment of any and all legal fees incurred by the Association in connection with the enforcement of the ARC Guidelines whether or not formal litigation has actually begun. Any such legal fees shall be paid by the Member(s) not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall become an assessment against the Homesite and Dwelling and the Association shall have the right to collect the legal fees in the same manner as collecting an assessment.

SECTION 2: ARCHITECTURAL REVIEW COMMITTEE

2.01 ESTABLISHMENT: The Association, acting through its Board of Directors, has established the Architectural Review Committee ("ARC") and appointed the ARC members to enforce these ARC Guidelines and to review, approve and/or disapprove all new construction and improvements on Homesites and Dwellings within the Association.

2.02 LIMITATIONS: Approval by the ARC of any Member application and submissions is based on its conformity with the Association's Governing Documents, including these ARC Guidelines, and also to the aesthetics and overall appearance of the improvements to the existing Dwellings and structures within the Association. Approval shall not be construed or interpreted as a representation or determination that any governmental regulation, requirement or code has been properly met. Each Member, his/her architect, contractor, and/or engineer shall be solely responsible for the safety, adequacy, and compliance with Florida law of any new construction and/or improvement and solely responsible for obtaining the approval of all appropriate governmental agencies prior to, during, and after construction.

2.03 NON-LIABILITY: The ARC and its members are charged with the administration and enforcement of these ARC Guidelines to help safeguard and perpetuate the mutual investment value of all Members and shall be indemnified and held harmless for their action, including but not limited to the granting, denying or withholding of their consent, permission or approval in any instance and at the sole discretion of the ARC.

2.04 DELEGATION: The power and authority to enforce these ARC Guidelines set forth herein and to approve and/or deny all plans for new construction and improvements to existing Dwellings and structures within the Association is delegated to the ARC.

SECTION 3: PLAN REVIEW PROCEDURES

3.01 IN GENERAL: The Association has established plan review procedures to formalize and equitably administer the plan review process. The Association, through its ARC and in the ARC's sole and absolute discretion, may reject plans for any reason whatsoever, including purely aesthetic grounds and also for non-conformity with the overall scheme of the Association and existing Dwellings and structures. However, the ARC shall not arbitrarily or unreasonably withhold approval. The ARC intends to be completely fair and objective in its review process and maintain sensitivity to the individual aspects of a custom home design. ARC approval for all new home construction will only be for custom homes. Production homes are not allowed. A custom home is a one of a kind house that is designed for a specific client and for a particular location that is not being built in volume. It is a site-specific home built from a unique set of plans for the desires of the future home owner. The custom home builder uses plans created by an architect or by a professional home designer. A custom home is one in which you work with an architect and/or professional home designer to design the layout and size of the rooms and select everything that goes into the home, from the type of flooring to the fixtures and where rooms are placed. No spec homes, production homes, tract homes or homes based on stock plans, are allowed.

3.02 APPLICATION AND SUBMITTALS: The ARC shall commence the plan review process upon receipt of a complete application package (*See Lot Development Checklist – Exhibit “B”*) from each applicant, which package must conform to the requirements of the ARC Governing Documents, including these ARC Guidelines. The package shall include the following submittals:

- a) Application letter signed by the Applicant listing the Homesite, the name and address of both the builder and the Homesite owner. The Construction Administration Form must be completed, and the Compliance Fee and Design Review Fee must be paid (*See Exhibit “A”*).
- b) The Member must obtain a statement from the Association’s management company confirming that the Member is current on all financial obligations to the Association, which includes but is not limited to, full payment of all HOA assessments, special assessment, fines, and any other charges, and that there are no delinquencies in the Member’s financial obligations to the Association. If a Member’s financial obligations are not fulfilled then the ARC Application and submissions will be denied.
- c) If the ARC does not provide a written response to the Member who submitted the application within thirty (30) days from the date the ARC receives all required information from the Member (unless an extension is agreed to), then the application and submitted plans for the proposed new construction and/or improvements to existing Dwellings and structures shall be deemed not approved. Approval can only be given by the ARC in writing. Approval cannot be obtained by silence or lack of response from the ARC. No new construction or improvement to existing Dwellings and structures shall be commenced unless prior written approval is provided by the ARC and the construction work must be in accordance with the approved plans.
- d) One (1) complete set of final architectural plans (size 24 x 36) including site plans with pool and screen enclosure detail and solar panel placement if applicable, elevations, floor plans, foundations plans, roof plans and landscape plans.
- e) The site plan shall depict the placement of the Dwelling and all structures and appurtenances thereto (driveways, sidewalks, patios, pool, privacy walls, screen enclosures, etc.) on the Homesite, with setbacks and easements so noted. The orientation of the house on the Homesite must match the

orientation of the architectural plans. Landscape plans shall show all existing trees, and also include the size, type and location of all new plants, trees and other landscaping, plus an irrigation plan.

- f) Material specification and color plans for all exterior surfaces of the Dwelling, structure, driveway, and other paved surfaces of the Homesite.

The ARC shall retain one full (the original) set of plans noting its actions and comments. Applications and plans, which are rejected, must be revised and resubmitted to the ARC with a resubmittal fee and must address and correct all reasons for the ARC's initial denial.

3.03 VARIANCES: In those instances where strict compliance with a specific guideline, standard, condition or criteria would create an undue hardship by depriving the Member the reasonable use of the Homesite, or where in the opinion of the ARC there are unusual characteristics which affect the Homesite or use in question and which would make strict compliance with these ARC Guidelines unfeasible, the ARC and/or Board of Directors, may, but are in no way obligated to, grant a variance from the ARC Guidelines so long as the general purpose and overall intent of the ARC Guidelines are maintained. Variance decisions are the sole discretion of the ARC and/or Board of Directors. All Member variance requests shall be in writing and submitted to the ARC. Any variance approvals by the ARC and/or Board of Directors shall be in writing. Variances shall be considered unique to the specific Homesite and conditions for which it was granted and shall not set a precedent for future decisions nor obligate the Association to provide a variance to any other Member for any other reason.

SECTION 4: ARCHITECTURAL GUIDELINES

4.01 TYPE OF LOT: The ARC Guidelines contained herein shall apply equally to all "Custom Home" Homesites unless so noted.

4.02 SIZE OF RESIDENCE: The minimum and maximum living area of each Dwelling is measured by calculating the total air-conditioned square footage of the Dwelling, exclusive of garages, porches, patios, and terraces. The size limitation for a Dwelling shall be, at a minimum, two thousand eight hundred (2,800) square feet of air-conditioned residence at the ground (first floor) level regardless of whether the Dwelling is one-story or two-story, exclusive of garages, porches, patios and terraces. No other type of residence is allowed on a Homesite other than a detached, single-family Dwelling. 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 Homesites vary in size, shape, easement locations and interface with Common Area(s) and Buffer Areas, the Association has established a building envelope and specific setback criteria to which each Dwelling and other structure must conform. Such information is depicted on the lot survey which shall be provided to each Member at closing of a Homesite. So long as the Dwelling and other structure are constructed within the building envelope and required setbacks, a variance shall not be required. No dwelling or other structure shall be constructed in violation of the Building Restriction Line (BRL). No dwelling or other structure shall encroach over the Building Restriction Line (BRL).

STANDARD BUILDING ENVELOPE

Setbacks establish the maximum outer boundaries within which the Dwelling and other structures must be constructed. No variances shall be granted allowing a Dwelling or structure to extend beyond the setback line. No Dwelling or structure shall be allowed to encroach into the designated setbacks, drainage easement or any other easement. For a Homesite, the minimum setback requirements are as follows:

<u>FRONT</u>	<u>REAR</u>	<u>SIDE</u>
As shown on the plat of record for the Association property and Homesite recorded in the Duval County Official Records	25'	10'

4.04 GRADING AND DRAINAGE: All Dwellings 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, 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 of a Dwelling shall be considered on an individual basis with specific emphasis on impact and harmony with surrounding homes and styles and compatibility with the scheme of the Association. Similar elevations on adjacent Homesites shall not be allowed.

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

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

- (a) Masonry – stone or brick
- (b) Stucco
- (c) Hardie Board Fiber Cement Siding with accents (stone or brick) on front of home and/or sides
- (d) Cement block with brick or stone front

Exterior colors and textures that, in the sole opinion and discretion of the ARC, would be inharmonious, discordant or incongruous shall 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 Dwelling. 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 necessary. Thirty (30) year Architectural Shingles shall be used on all Dwellings and other structures. Flat roofs and tar and gravel surfaces are prohibited. Gutters and down spouts shall blend with the exterior color scheme of the Dwelling or other structure. 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 Association's 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 other structural components of the Dwelling shall not be permitted. Metal frames shall be either anodized or electro-statically painted and be in harmony with the exterior color and texture of the Dwelling. Wood frames must be painted, sealed, or stained and be in harmony with the exterior color and texture of the Dwelling. Dominant awning windows are not allowed.

4.09 GARAGES, DRIVEWAYS AND CULVERTS: Each Dwelling must have a private, fully enclosed garage, and the garage door shall not directly face any street, but shall be either a side, courtyard or rear entry garage, and for not less than two (2) full size vehicles, measuring at a minimum of 20x20, or not more than three (3) cars. A four (4) or more car garage may be allowed if approved by the ARC. Front entry garages are prohibited. Detached garages are allowed; however, detached garages shall not be front facing (facing the street) unless the detached garage is behind an enclosed fence where the garage doors cannot be seen from the street.

All residences shall have a poured-in-place driveway. Finished concrete, patterned concrete, bomanite, pavers, and impregnated stone finishes are permitted. Driveways may also be constructed of brick or interlocking pavers but must be of stable and permanent construction. Painted or stamped concrete are allowed and shall blend with the exterior color scheme of the Dwelling.

4.10 FENCES AND WALLS: White vinyl fences or walls shall be allowed on any Homesite 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 Dwelling and may be allowed within the building envelope.

4.11 POOLS AND ENCLOSURES: All swimming pools must be in ground. No above-ground pools shall be allowed. Pools and Jacuzzis shall not be permitted on the street side of the Dwelling 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, doorframes, and structural members of enclosures shall be anodized or electrostatically painted a color in harmony with the exterior color and texture of the Dwelling. All screening shall be of a charcoal or white tone unless approved by the ARC. All pools require safety measures as mandated by law.

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, well pumps, septic tank, sprinkler controls, etc. shall be properly housed within an enclosure constructed with the Dwelling or landscaped (minimum of 80% coverage when installed) in a manner that will blend with the Homesite. No window or wall air conditioning or heating units shall be permitted. Mechanical equipment and structural items must not be installed on easements of the Homesites. All trash, garbage and other waste shall be kept in sanitary containers in

the backyard of the Homesite, as not to be visible from the Association's streets, or kept within an enclosure constructed with the Dwelling; except on waste pick up days.

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

4.13 ACCESSORY STRUCTURES AND DECORATIVE OBJECTS: Sheds and other accessory structures need to be of architectural style similar to the custom home dwelling. The like must be approved by the ARC prior to installation.

No decorative objects such as sculptures, birdbaths, fountains, flagpoles and the like shall be placed or installed on any Homesite without approval of the ARC. Rain barrels, compost bins, etc. must be set up in the backyard of a Homesite, and not visible from the Association's streets; not to be viewed by other Members' Dwellings.

4.14 MAILBOXES: The initial cost, installation, maintenance and future replacement of the mailbox, post and house address shall be the responsibility of the Homesite owner and shall conform in size, design and color to the approved mailbox detail attached hereto as Exhibit "D". Members must maintain the mailbox, including repainting when required, to keep the mailbox in a like-new appearance and in good physical repair.

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

Existing trees should be retained to the greatest extent possible. The landscape plans submitted for a Homesite must show existing trees of six (6) inches diameter or greater and whether the trees will be preserved or removed. Removing any existing trees must be approved by the ARC, 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 located in the front yard of the Dwelling may be included in the landscaping design of your Dwelling. The minimum tree height shall be eight (8) feet, if applicable.

The recommended trees from Exhibit E are to be planted along the property line, at the street. The minimum number of trees to be planted on an interior Homesite is three (3) trees with the corner Homesites requiring a minimum of four (4) trees. Variation to the tree spacing is allowed to accommodate the proposed driveways. The location of the trees

must be included on the landscape plans for the Dwelling and must receive prior written approval from the ARC.

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 "E".

Nine (9) specific exotic plants are **prohibited** in the Association.

- 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 - Cupaniposis anacarcardiopis
- 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 foot (50') area around the Dwelling constitutes the yard lawn for purposes of these ARC Guidelines. The front and sides yard lawn area of your Homesite must be sodded with St. Augustine "Flora tam" grass or Bahia "Paspalum Notatum" grass (either Argentine Bahia or Pensacola Bahia). The back-yard lawn area must be either sodded, sprigged, plugged or seeded. All other areas of the Homesite, which are not yard lawn, paved or landscaped, must be left in natural vegetation or pasture. Pine bark, eucalyptus, and melaleuca are approved mulches. Gravel rocks and artificial turf may not be substituted for lawns. The maintenance of all yard lawns and landscaped areas shall be the responsibility of the Member.

4.16 LIGHTING: Homesite and Dwelling lighting may be incorporated in the landscape and architectural plans. All lighting must be contained within the Homesite, with no spillover onto adjacent Homesites. The use of colored lenses is prohibited except when

used in holiday displays. All additional lighting after completion of new construction must be reviewed and approved by the ARC.

4.17 IRRIGATION: For lawn and plant material, an automatic underground irrigation system is required. Irrigation plans for a Dwelling must be furnished to the ARC 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 Homesite owner, builder or contractor shall be responsible for the actions of its employees, agents and subcontractors. To ensure compliance with the ARC Guidelines, a compliance deposit of Two Thousand Dollars (\$2,000.00) per Homesite shall be required from the Member, builder or contractor. The compliance fee shall be refunded only upon a final inspection that is deemed to comply with the plans and requirements approved by the ARC in the ARC's sole opinion and discretion. If the new construction and/or the improvement, addition and alteration to an existing Dwelling or structure does not comply with the plans and requirements approved by the ARC, in the ARC's sole opinion and discretion, then the compliance deposit shall be retained by the Association without the Association waiving any other available remedies it has pursuant to Florida law and the Governing Documents for addressing the non-compliance and violation.

5.02 CONSTRUCTION TRAILERS: No office, storage or other job-related trailer shall be allowed on any Homesite or anywhere within the Association property unless approved in writing by the Association.

5.03 CONSTRUCTION REFUSE: Each builder and contractor 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 and contractor shall be responsible for any such damage and the cost of subsequent repairs. Once construction is complete, all trash must be kept in residential trash cans and stored out of sight. The Association reserves the right to assess each builder and contractor for job site cleanup costs on a regular basis should such problems persist.

5.04 SIGNAGE: No signage shall be allowed on any Homesite prior to commencement of construction. Upon construction commencement, a builder and/or contractor sign, of a size and design designated by the ARC, may be placed on the Homesite for construction related and identification purposes only but must be removed immediately upon completion or issuance of the certificate of occupancy from Duval County. See Exhibit G.

5.05 CONSTRUCTION HOURS: Designated work time is from 7:00AM to 6:00 PM Monday through Friday, and 8:00 AM to 5:00 PM on Saturday. Without prior approval by the Association, no work may be scheduled on Sundays or holidays.

These ARC Guidelines may be amended at any time and from time to time by the Association's Board of Directors and by a majority vote of the Board of Directors at a properly noticed Board meeting.

Jacksonville Ranch Club Two Owners Association, Inc.,
Florida not-for-profit corporation

By: Isaac C. McCullough

Print Name: ISAAC C. McCULLOUGH

Title: PRESIDENT, JRCTWO

Jacksonville Ranch Club Two Architectural Review Committee

By: Andrea Hillie

Print Name: ANDREA HILLIE

Title: ARC CHAIR

EXHIBIT LIST

EXHIBIT "A" Construction Administration Form.....32

EXHIBIT "B" Lot Development Application.....35

EXHIBIT "C" Acceptance Review Checklist.....39

EXHIBIT "D" Approved Mailbox Plan.....40

EXHIBIT "E" Recommended Plant Material and Tree Palette.....41

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EXHIBIT "G" Construction Sign.....43

EXHIBIT "H" Approved Color Palette (Attached).....44

**EXHIBIT A
JACKSONVILLE RANCH CLUB TWO
CONSTRUCTION ADMINISTRATION FORM**

Jacksonville Ranch Club Two Architectural Review Committee

GENERAL INFORMATION

Builder/Contractor: _____ License No: _____

Builder/Contractor 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 specifications as approved by Jacksonville Ranch Club Two ARC.

I further acknowledge and agree:

1. I have read and understood the Jacksonville Ranch Club Two ARC Guidelines and the Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club Two and will follow and obey these documents and the covenants, restrictions and guidelines contained therein.
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 by the ARC 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 ARC Guidelines.
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 Two.

5. I will notify the office of Jacksonville Ranch Club Two for field inspections.
6. Upon satisfactory final inspection of the Homesite and Dwelling by the ARC, in the ARC's sole opinion and discretion, the Compliance Fee will be returned, less any compliance costs.
7. Contractor/builder will be given written notice by the Association of noncompliance with the ARC Guidelines or any other Governing Document of the Association, and will have 30 days to cure the noncompliance and to comply with applicable covenant, restriction and/or guideline.
8. Contractors/builder must provide a Certificate of Insurance and Builders License to the Association along with the ARC application materials.
9. The builder/contractor shall start breaking ground within six (6) months after approval to avoid a new application with resubmission fees.
 - (a) The construction project should be completed within 12 months of the ARC approval.

****COMPLIANCE FEE & DESIGN REVIEW FEE****

Compliance fee (\$2,000) _____

Design Review Fee (\$600) _____

Resubmittal / Remodeling
Review Fee (\$200) _____

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

BUILDER/CONTRACTOR SIGNATURE

(Print Name)

(Company Name)

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

JACKSONVILLE RANCH CLUB TWO ARCHITECTURAL REVIEW COMMITTEE

By: _____

Print 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 Jacksonville Ranch Club Two Owners' Association, Inc.**

***** Please provide a copy of receipt of payment.**

EXHIBIT B
JACKSONVILLE RANCH CLUB TWO
HOMESITE DEVELOPMENT APPLICATION

The Architectural Guidelines for New Construction and for Improvements, Additions and Alterations to Existing Structures has been approved by Jacksonville Ranch Club Two Owners' Association, Inc. pursuant to Article 4.3 of the Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club Two, 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. The authority of Florida Land & Ranches, Inc. has been delegated to the Jacksonville Ranch Club Two Owners' Association, Inc.

These ARC Guidelines apply to all new construction of every Homesite within the Association and also to all improvements, additions and alterations to existing Dwellings and structures within the Association. No construction, improvement, or alteration shall commence on any Homesite or to any Dwelling or structure in any manner or respect until prior written approval of all submitted applications and plans has been provided by the ARC. Each applicant must be current on all fees and maintenance before an application can be submitted. If a Homesite is purchased where vegetation is overgrown, the new owner will be responsible for clearing vegetation.

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

**JACKSONVILLE RANCH CLUB TWO
HOMESITE DEVELOPMENT APPLICATION**

GENERAL INFORMATION:

LOT NO: _____

OWNER'S NAME: _____

OWNER'S ADDRESS: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

BUILDER NAME: _____

BUILDER ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS _____

LICENSE NUMBER: _____

ARCHITECTURAL PLANS SUBMITTAL CHECKLIST:

- 1). **Site Plan (Dimensioned Layout Plan)** _____
 [@ Min. 1" = 8'0" Scale]

Setbacks Required: Single Story*

Front: As per recorded plat

Rear: 25'

Left Side: 10'

Right Side: 10'

Setbacks Required: Two Story*

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

Exhibit-B-1

House Sizes Required:

Minimum A.C. Area:

2,800 square feet

1) **Finished Floor Elevation shown:**

Existing trees shown (if applicable):

Grading and Drainage shown:

2) **Dimensioned Floor Plan**

[@ Min. 1/4" = 1'0" Scale]

3) **Foundation Plan**

[@ Min. 1/4" = 1'0" Scale]

4) **Roof Plan**

[@ Min. 1/4" = 1'0" Scale]

If the home has brick exterior then roof should be no less than 20 inches. For all other home exterior materials (non-brick) the roof should be no less than 16 inches

5) **Roof Pitch**

[@ Min. 7/12, with plate height no less than 9 feet]

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. 1/4" = 1'0" Scale]

Number of trees shown (minimum 3)

Number of Trees Planted

Irrigation Plans included:

Meets Tree Removal Permit Requirement

St. Augustine grass "Floritam"

Bahia "Paspalum Notatum" grass

(either Argentine Bahia or Pensacola Bahia)

Color/Material Samples

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

PLEASE NOTE: Approved plans may be retrieved from the Jacksonville Ranch Club Two Architectural Review Committee after completion of the final inspection.

Exhibit B-2

EXHIBIT "C"
JACKSONVILLE RANCH CLUB TWO ARC REVIEW CHECKLIST

Property Owner: _____

Lot #: _____ **SQ Footage** _____

Address: _____

- Standards & Criteria Review Packet**
 - Construction Administration Form
 - Lot Development Application
 - Acceptance Review Checklist
- Copy of receipt to show the following have been paid**
 - Compliance Fee
 - Design Review Fee
- Copy of license & insurance certifications (contractors and builders)**
- Elevation plans (front, right, left and rear)**
- Foundation plan**
- Site plan with drainage, grading and setbacks (must be on official survey that is recorded with the City of Jacksonville, to show home on recorded plat)**
- Ensure no structures are within the BRL (Building Restriction Line) (i.e. No driveways, sidewalks or permanent pavers)**
- Finished floor elevation (existing trees shown (if applicable) grading and drainage shown)**
- Floor plan**
- Roof plan**
- Pool enclosure (if applicable)**
- Irrigation plan**
- Landscaping/Septic**
- Colors/material samples (roof, brick, stucco, fascia (trim/banding), door, driveway, gutters)**

Reviewed by: _____

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)
 Liriope
 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

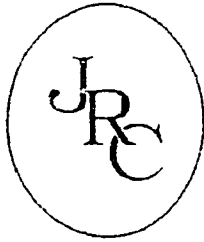
Azalea Varieties
 Viburnum
 Compact Pittosporum
 Dwarf Cornuta

 Dwarf Buford Holly
 Yellow Anise (Native)
 Thyralis
 Wax Privet
 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"

APPROVED REAL ESTATE SIGN



JACKSONVILLE
RANCH CLUB
OWNER'S ASSOCIATION, INC.

THE ONLY APPROVED REAL ESTATE SIGN FOR

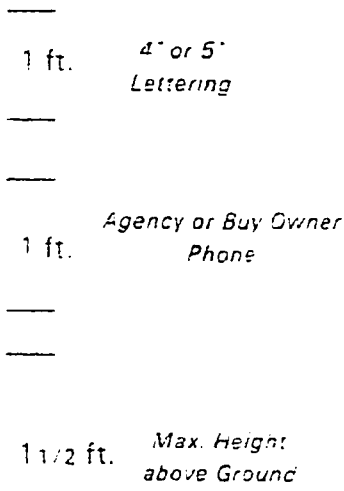
THE JACKSONVILLE RANCH CLUB

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



2 x 4 Post
Painted Fawn

Ground Level



1 ft. 4" or 5" Lettering

1 ft. Agency or Buy Owner Phone

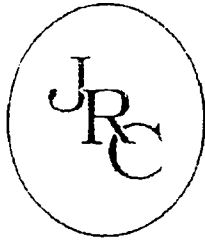
1 1/2 ft. Max. Height above Ground

Ground Level

Signs can be purchased at CUSTOM DESIGNS SIGNS & PRINTING at a rate of \$125.00 per 2ft x 2ft sign (price includes Delivery & Installation). You can contact them at (904) 237-7236 or email them customdesignz@comcast.net

EXHIBIT "G"

CONSTRUCTION SIGN



JACKSONVILLE
RANCH CLUB
OWNER'S ASSOCIATION, INC.

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.**

This House Constructed
by
JOHN DOE BUILDERS
1234 Anywhere Drive
Anyplace, FL 12345
555-1212

1 ft. 4" or 5" Lettering
2 ft. Company Name
Address
Phone

4 x 4 Post
Painted Fawn

3 ft. Max Height:
above Ground

Ground Level

Ground Level

Signs can be purchased at **CUSTOM DESIGNS SIGNS & PRINTING** at a rate of \$250.00 per 3ft x 5ft sign (price includes Delivery & Installation). You can contact them at (904) 237-7236 or email them customdesignz@comcast.net

**EXHIBIT H
JACKSONVILLE RANCH CLUB TWO
APPROVED COLOR PALETTE**

The approved color palettes are Sherwin-Williams: (1) Desert and Southwest Style; (2) Suburban Modern.

These can be obtained from the JRCII ARC and/or directly from any Sherwin-Williams store.

JACKSONVILLE RANCH CLUB TWO HOMEOWNERS ASSOCIATION
Enforcement Policy and
Schedule of Fines for Violations of Governing Documents

This Enforcement Policy and Schedule of Fines for Violations of Governing Documents for Jacksonville Ranch Club Two Homeowners Association, Inc. is made this 28th day of SEPTEMBER, 2020 by the Board of Directors of Jacksonville Ranch Club Two Homeowners Association, Inc. (the "Association").

WHEREAS, the Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club Two was recorded on November 29, 2006, in the Official Records of Duval County, Florida at Book 13665, Page 1304 *et seq.*;

The following process and fine schedule shall apply to any and all violations of any of the Governing Documents (as defined on Page 3). The enforcing body may be the Board of Directors of the Association (the "Board") and/or the Architectural Review Committee (the "ARC"), depending upon the nature of the violation. The Board and the ARC shall each be referred to hereafter as the "Applicable Governing Body".

1. Notice. A written notice of an identified violation will be mailed to the applicable owner and/or tenant of the lot where the violation occurred. Such notice shall provide the owner with 14 days from the date of the notice to do one of the following:
 - (a) Correct the identified violation; or
 - (b) Contact the Association and negotiate a timeline for correction; or
 - (c) Request a hearing in front of the Compliance Committee as provided by Section 720.305, Florida Statutes, and as same may be amended from time to time. It is up to the owner and/or tenant who receives the violation notice to contact the Association to request a hearing.

2. Hearing.
 - (a) In the event that the owner and/or tenant requests a hearing, a Compliance Committee hearing will be scheduled within 30 days of receipt of the request.
 - (b) At the hearing, the owner and/or tenant shall be given a reasonable opportunity to address the Compliance Committee and to present evidence in support of his or her position.

- (c) Any other parties with knowledge of the violation (such as another owner within the Association) shall also have a reasonable opportunity, but not the obligation, to address the Compliance Committee and to present evidence.
 - (d) The Compliance Committee has the sole decision-making authority on whether to approve the levying of a fine and/or suspension or not. The decision of the Compliance Committee is final.
 - (e) The Applicable Governing Body will provide written notice of the Compliance Committee's decision to the owner and/or tenant. If the Compliance Committee approves the levying of a fine then the owner must pay the fine within ten (10) days of the written notice.
 - (f) If the owner and/or tenant fails to cure the violation(s) after a fine has been approved by the Compliance Committee and levied by the Applicable Governing Body, the violation and fining process outlined above may commence again against the owner and/or tenant and additional fines and/or suspensions may be levied for the existing violation(s) that were never corrected.
 - (g) The owner and/or tenant shall bear their own costs and expenses in connection with the violation(s) and this process, including, without limitation, all costs associated with the hearing, regardless of the outcome.
3. In the event that the owner and/or tenant do not request a hearing within the 14-day period or, in the case the owner and/or tenant do not prevail at his/her hearing before the Compliance Committee, the Applicable Governing Body shall then have immediate authority to impose and levy fines and costs in accordance with this policy and the attached schedule.
 4. In the event that the violation(s) involves the Jacksonville Ranch Club Two Standards and Criteria for New Construction ("Architectural Standards and Criteria"), including but not limited to Section 4, the owner charged with a violation shall immediately cease construction or other development work until such time as the violation has been corrected and the issue resolved, whether through remediation of the violation or a decision in favor of the owner through the Compliance Committee hearing process as outlined above.
 5. Pursuant to Article XII and Article XIII, Section 2, of the Community Declaration of Restrictions for Homesties at Jacksonville Ranch Club Two ("Declaration"), the failure of an owner and/or tenant to comply with any covenants, restrictions, rules and regulations in the Association's Governing Documents, including but not limited to any rules and regulations promulgated by the Association, shall be grounds for action which may include, without limitation, an action to recover sums due for damages,

injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an owner shall also be responsible for the payment of any and all legal fees and costs incurred by the Association in connection with the enforcement of the Association's Governing Documents, whether or not formal legal action is actually begun. Any such legal fees and costs shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable lot with the same force and effect as a lien for assessments.

6. All fines, legal fees and costs levied hereunder as well as all legal fees and costs incurred by the Association in connection with enforcing the Architectural Standards and Criteria against any owner and/or tenant (but excluding legal fees and costs associated with a violation and Compliance Committee hearing where the Compliance Committee decides in favor of the owner and/or tenant) shall be levied as an assessment against the applicable owner and lot.
7. Any fines levied against an owner shall be paid by the owner within ten (10) days after the date of written notice of the imposition of the fine is sent to the owner. If fines, legal fees and costs are not timely paid, they will bear interest from the initial due date at the rate of eighteen percent (18%) or the maximum rate permitted under applicable law and late fees. The Association shall have the authority to collect any unpaid fines, legal fees and costs just as it does unpaid assessments and the Association shall have available all remedies afforded to it under its Governing Documents and the Florida Homeowners Association Act as it may be amended from time to time to collect these unpaid amounts, including but not limited to the right of the Association to bring an action to foreclose a lien for said unpaid amounts and also an action to recover a money judgment for the unpaid amounts without waiving any claim of lien.
8. "Governing Documents" shall include:
 - a. Community Declaration of Restrictions for Homesites at Jacksonville Ranch Club Two;
 - b. Article of Incorporation of Jacksonville Ranch Club Two Owners Association, Inc.;
 - c. By-Laws of Jacksonville Ranch Club Two Owners Association, Inc.;
 - d. Jacksonville Ranch Club Two Standards and Criteria for New Construction;
 - e. Rules and Regulations of Jacksonville Ranch Club Two Owners Association, Inc.;
 - f. Any amendments to the aforementioned documents.

Jacksonville Ranch Club Two Homeowners Association
Fine Schedule Process
June 2020

Residents (owners and/or tenants) will be considered to be in violation when they do not abide by the Association's Governing Documents.

The *State of Florida Statute 720.305* gives Homeowners Associations the right to fine residents for violations and to also commence formal legal action against those in violation of the Association's Governing Documents.

VIOLATION PROCESS

- **First Notice of Violation**
 - This first notice will be sent for each specific violation identified
 - The first notice will list the specific covenant/rule/regulation that applies
 - The first notice will provide a date by which the violation must be cured

- **Notice of Violation and Intent to Levy a Fine**
 - This will be sent when the violation(s) is not cured by the date required in the First Notice of Violation
 - The Notice of Violation will explain the fine that will be imposed
 - The Notice of Violation will explain that the owner and/or tenant has the right and opportunity to request a hearing before the Compliance Committee. It is up to the owner and/or tenant to request the hearing. If a hearing is requested, the owner and/or tenant will be notified of the date and time of the Compliance Committee hearing.
 - This Notice will be sent by certified mail. Postage cost will be applied to owner's account

- **Compliance Committee**
 - It presides over all hearings requested by owners and/or tenants to dispute a Notice of Violation.
 - The role of the Compliance Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors

- **Notice of Fine**
 - If a fine is approved by the Compliance Committee, the Notice of Fine will be mailed to owner and tenant after the Compliance Committee hearing and review
 - The Notice will explain the outcome of the hearing and review
 - It will include the date by which the fine must be paid

- **Fine**
 - A fine may not exceed \$100 per violation per day.

- A fine may be levied by the Board of Directors for each day of a continuing violation, with a single notice and opportunity for a hearing, except that a fine may not exceed \$1,000 in the aggregate.
- If, after a fine is levied by the Compliance Committee, the owner and/or tenant still does not cure the violation then this will be considered a new violation and the violation and fining process will commence again.
- 18% interest will accrue on any unpaid fine balance

➤ **Attorney Engagement**

- An attorney may be engaged by the Association if a violation becomes a significant issue at the sole discretion of the Board of Directors.
- If an attorney is engaged, all owner communication and payments must be made through the attorney until the account is paid in full and the violation is cured.
- The owner will be liable for any attorney's fees and costs incurred by the Association due to the violation(s) of an owner or the owner's tenant and/or guests.

Fining Schedule

For the purpose of this schedule, violations have been grouped into three (3) categories. "Level 1", "Level 2", and "Level 3". Violations not specifically identified in this schedule will be grouped into one of these three categories as the Board deems appropriate and at the sole discretion of the Board.

Level 1 - \$100 per week, up to a maximum of \$1000

- Overgrown grass
- Overgrown hedge
- Weeds growing in between driveway or walkway pavers
- Moldy roof, driveway, and/or sidewalk
- Stains on house, driveway and/or sidewalk
- Dented garage door
- Unauthorized statues
- Exterior painting needed
- Mailbox needs cleaning, painting or repair
- Other violations as determined by Board of Directors in its sole discretion.

Level 2 - \$100 per occurrence

- Failure to maintain an unruly pet on a leash or pick up pet waste
- Debris (please see attached Yard Waste information)
- Play equipment left out in front yard
- Commercial vehicles parked overnight
- Repair of vehicles in front of home
- Parking vehicles on lawn in front of home
- Hanging laundry outside to dry

- Storing trash cans in plain sight/rain bins in plain sight
- Other violations as determined by Board of Directors in its sole discretion.

Level 3 – \$100 per day, up to a maximum of \$1000

- Making a material modification to a home and/or landscaping on a lot without prior written approval from the ARC and/or Board of Directors
- Other violations as determined by Board of Directors in its sole discretion.

This schedule of violation has been approved by the Board of Directors and may change from time to time as the Board deems necessary.

Rule and Regulation on Yard Waste:

Yard Waste

If your yard waste collection and your garbage collection fall on the same day, please place yard waste apart from the garbage. Yard waste is collected weekly. DO NOT place any yard waste in the City issued carts.

TYPES OF YARD WASTE

- Tree limbs, sticks, logs and stumps less than 40 pounds (not to exceed 5 feet in length and less than 40 pounds in weight).
- leaves and grass clippings, which must be placed in containers or bags.
- Bush or shrub clippings, palm fronds.
- Natural Christmas wreaths and trees (remove hangers, stands and all decorations).

UNACCEPTABLE YARD WASTE

- Any treated or painted wood, such as:
- Fencing
- Railroad ties
- Landscape timbers
- Plywood

These items should be discarded with household garbage.

YARD WASTE DISPOSAL STANDARDS

- Must use five (5) cubic yards—roughly 30- 32 gallon garbage bags and must not take up more space than the bed of a standard pickup truck filled to the top.
- No single container or item can weigh more than 40 pounds.
- Limbs and logs must be no more than six (6) inches in diameter.
- Bags must be sealed closed.
- Automated service carts may not be used for yard waste.

TIP: Yard waste can be reused! Leave short grass clippings on your lawn to return vital nutrients and maintain healthy soil. Use yard waste to create compost. Pine needles and leaves can be used as mulch.

TIP: Tree trunks, stumps, limbs or other tree trimmings generated by a tree surgeon (or similar commercial entity) working on your property must be properly removed and disposed of by the company performing the work.

The City of Jacksonville is not responsible for picking up tree waste generated by a tree surgeon or similar commercial entity (Ord. Sec. 380.206).

Please be aware that it is unlawful to place hazardous waste of any kind in the residential collection waste streams. Municipal Code Section 380.209.

To request collection service or report a problem with collection, please call (904) 630-CITY (2489) or visit the MyJax online customer service website at myjax.custhelp.com.

IN WITNESS WHEREOF, the undersigned, being the Association has caused this document to be executed by its duly authorized officers and affixed its corporate seal as of this 28 day of SEPTEMBER, 2020.

Signed, sealed and delivered in the presence of:

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

Witness: [Signature]

Print name: JOSEPH T. McVicker II

By: [Signature]
Isaac McCullough, President

Witness: [Signature]

Print name: William F. Brown

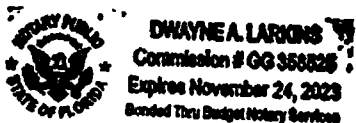
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of September, 2020, by Isaac McCullough, as President of Jacksonville Ranch Club Two Homeowners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Such person did take an oath and: *(Notary must check applicable box).*

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

{Notary Seal must be affixed}

[Signature]
SIGNATURE OF NOTARY



Dwayne A. Larkins
Name of Notary (Typed, Printed or Stamped)