

RESOLUTION BY THE BOARD OF DIRECTORS OF THE
LAKE OF THE WOODS OF JACARANDA HOMEOWNER'S ASSOCIATION,
INC. TO CREATE A CHARTER FOR THE ARCHITECTURAL REVIEW
COMMITTEE

March 7, 2025

WHEREAS the BOARD has determined that the ASSOCIATION governing documents do not adequately identify the role, responsibilities and scope of the Architectural Review Committee, the BOARD has determined that a formal Architectural Review Committee Charter is required to address this perceived shortfall, to provide full transparency and serve the best interest of the ASSOCIATION.

NOW, THEREFORE, LET IT BE RESOLVED that the BOARD desires to establish formal Charter for the Architectural Review Committee reporting to the BOARD, and does so under the powers invested in it by the BYLAWS of the ASSOCIATION under Paragraph 5.13 - Committees. "The BOARD may, by resolution duly adopt, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee."

Upon adoption, this Architectural Review Charter replaces any existing Lake of the Woods of Jacaranda Homeowners Association, Inc. ("MASTER ASSOCIATION") Architectural Review Committee responsibility and scope rules in their entirety, and shall apply to Lake of the Woods of Jacaranda (MASTER ASSOCIATION) and all SUB-ASSOCIATIONS (Lake of the Woods Homeowners Association, Lakes of Jacaranda Homeowners Association, Park Estates Homeowners Association, Grassy Oaks II and Grassy Oaks III Homeowners Associations).

This RESOLUTION is intended to set forth certain responsibilities, the structure of and duties of the Architectural Review Committee ("COMMITTEE") and is intended to help ensure that the COMMITTEE acts at all times and in all ways in accordance with the desires of the BOARD.

A. DEFINITIONS

The terms used in this RESOLUTION shall have the following meanings, unless the context otherwise requires:

ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

DECLARATION means the Declaration of Covenants and Restrictions of Lake of the Woods of Jacaranda Homeowner's Association, Inc., as same may be amended from time to time.

ASSOCIATION means Lake of The Woods of Jacaranda Homeowner's Association, Inc., a Florida corporation not-for-profit.

BOARD means the Board of Directors of the ASSOCIATION.

BYLAWS means the Bylaws of the ASSOCIATION, as same may be amended from time to time.

COMMITTEE means the Architectural Review Committee of the ASSOCIATION.

SUBJECT PROPERTY means the entirety of the Lake of the Woods of Jacaranda Homeowners Association, Inc. property located in Sarasota County, Florida.

MEMBER means any property owner within the Lake of the Woods of Jacaranda HOA

PROPERTY means the property of any owner in Lake of the Woods of Jacaranda HOA.

B. COMMITTEE RESPONSIBILITY

The COMMITTEE shall review and shall have the right of specific approval or veto of all exterior architectural, engineering, planning and landscaping aspects of any improvement or development of all MEMBER Properties within the ASSOCIATION to ensure that said improvements comply with ASSOCIATION Covenants, established criteria and aesthetic standards. The COMMITTEE may modify or change the approval requirements from time to time as needed to remain in compliance with any change in ASSOCIATION Covenants or at the direction of the BOARD.

The COMMITTEE may, with BOARD approval, impose standards on said exterior architectural and landscaping aspects and said general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes.

COMMITTEE members shall always and in all dealings remember that they are responsible to the BOARD and that all decisions and actions of the COMMITTEE must first and foremost be to the benefit of the ASSOCIATION.

C. COMMITTEE STRUCTURE

The COMMITTEE membership shall be a minimum of five (5) members. There is no maximum, but an odd number of members is preferred.

The BOARD will appoint one of its DIRECTORS to be a liaison to the COMMITTEE.

All decisions and actions of the COMMITTEE shall be made or taken with open, clear, prompt, and complete communication with the BOARD liaison.

D. COMMITTEE MEMBERSHIP

COMMITTEE members serve on a voluntary basis to carry out the duties and responsibilities of the COMMITTEE.

COMMITTEE members can serve for any length of time at their discretion unless removed by the BOARD for failure to uphold the COMMITTEE's Duties and Responsibilities.

Existing COMMITTEE members will decide among themselves on any new additions to the COMMITTEE.

COMMITTEE members must at all times perform their duties in good faith, in a manner he/she believes to be in the best interests of the ASSOCIATION.

E. COMMITTEE CHAIRPERSON

The COMMITTEE Chairperson will be nominated by a majority of the COMMITTEE members. The name will be submitted to and must be approved by the BOARD.

The COMMITTEE Chairperson will serve an initial term of two (2) years and can be nominated to serve additional terms contingent upon BOARD approval.

The COMMITTEE Chairperson will work directly with the BOARD liaison.

The COMMITTEE Chairperson (or designated COMMITTEE member) is responsible for recording and keeping informal minutes of any meetings of the COMMITTEE – including topics discussed, decisions made regarding proposed exterior architectural and landscape improvements by the homeowners, and any other action items agreed to.

The COMMITTEE Chairperson will submit a monthly report to the BOARD on the prior month's COMMITTEE activity.

F. COMMITTEE MEETINGS

The COMMITTEE shall meet twice a month at the Lakes of Jacaranda Clubhouse, or as needed at the discretion of the COMMITTEE Chairperson.

COMMITTEE meetings will be posted on the ASSOCIATION calendar online and may be attended by any MEMBER.

The COMMITTEE Chairperson (or a designated COMMITTEE member) will post all decisions regarding architectural or landscaping decisions made by the COMMITTEE on ASSOCIATION bulletin boards and to the ASSOCIATION website within 24 hours of the COMMITTEE meeting.

G. COMMITTEE DUTIES

No exterior residential building, sign, outside lighting, fence, wall, walk or other structure, changes in landscaping, removal of live trees, tree replacements, screening around outside equipment nor planting in drainage easements shall be constructed, erected, removed, planted or maintained nor, shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color scheme and the location of same shall have been submitted to and approved in writing by the COMMITTEE.

The COMMITTEE shall review applications for all exterior residential building, sign, outside lighting, fence, wall, walk or other structure, changes in landscaping, removal of live trees, tree replacements, screening around outside equipment and planting or other work in drainage easements. Any changes or alteration therein shall be contingent upon approval of an application made to the Committee by the homeowner.

As part of the application process, plans and specifications as required by the COMMITTEE shall be submitted to the COMMITTEE for approval by written application on such form and in such manner as may be established by the COMMITTEE showing the nature, kind, shape, height, materials, color scheme and the location of same. In addition, the COMMITTEE may, at its discretion, require documentation of contractor business licenses and proof of liability insurance to maintain COMMUNITY building standards and for the protection of adjacent and neighboring properties and the COMMON AREAS of the ASSOCIATION. If the information submitted to the COMMITTEE is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

The COMMITTEE, consistent with Covenant Restrictions and established guidelines, shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reason consistent with ASSOCIATION Covenants. In approving or disapproving such plans and applications, the COMMITTEE shall consider the suitability of the proposed improvements, structure or landscaping and materials of which the same are to be built, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring properties.

Unless specifically excepted by the COMMITTEE or unless a specific time period is otherwise set forth in the Covenants, all improvements for which approval of the COMMITTEE is required shall be completed within six (6) months from the date of COMMITTEE approval of said improvements or within the time set by the COMMITTEE or the time period required by the Covenants, whichever is earlier.

The COMMITTEE shall in all cases have the right to determine and designate any improvement restrictions necessary to conform to the Covenants and general plans of the ASSOCIATION in order to preserve the integrity of the SUBJECT PROPERTY. In this respect the COMMITTEE's judgment and determination shall be final and binding.

If the COMMITTEE fails to respond to plans and specifications submitted by a MEMBER in final and complete form within thirty (30) days after receipt of a written request for approval or disapproval together with all necessary supporting plans, specifications or information from the MEMBER or MEMBER's agent or attorney, then approval shall be deemed to have been given.

The COMMITTEE specifically reserves the right of entry and inspection of any external portion of any PROPERTY for the purpose of determination by the COMMITTEE whether there

exists any construction of any improvement which violates the terms of any approval by the COMMITTEE or of the COVENANTS.

The ASSOCIATION shall indemnify and hold the COMMITTEE and its members harmless from all costs, expenses and liabilities including attorneys' fees incurred as a result of carrying out its functions as set forth herein.

The COMMITTEE must comply with all rules, regulations and requirements of the ASSOCIATION to the extent such are more restrictive than those imposed by this Charter, unless a waiver or variance from such rules, regulations and requirements has been granted by the BOARD.

The COMMITTEE may adopt further rules and regulations as it deems necessary to carry out its functions and purposes hereunder provided all such rules and regulations shall be submitted to and approved by the BOARD.

The COMMITTEE and the ASSOCIATION do not assume any responsibility for the quality of construction or structural soundness of any structures or other improvements built upon any PROPERTY or compliance with codes or standards. No obligation or liability relating to construction of any structures or other improvements shall result from the COMMITTEE's review or approval of any plans and specifications. Furthermore, the COMMITTEE and the ASSOCIATION do not evaluate plans and specifications to determine whether the plans and specifications satisfy any applicable governmental requirements.

Neither the ASSOCIATION nor the COMMITTEE nor any of their officers, agents or members shall be liable for any loss, damage, injury or expense arising out of or in any way connected with the performance of the duties hereunder, unless due to willful misconduct.

The ASSOCIATION shall follow the Florida Statutes under Section 720.3035 Architectural control covenants; parcel owner improvements; rights and privileges. The provisions of Section 720.3035 of the Florida Statutes, as amended from time to time, are hereby incorporated by reference.