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**Lakewood Home Owners Association [Austin], Inc.,
D/B/A Lakewood Home Owners Association, Inc.**

Travis County, Texas

**SUPPLEMENTAL ARCHITECTURAL GUIDELINES
[REBUILDS]**

sent for recording 3.18.26.lr

Reference the Lakewood Homeowners Association Restated Declaration of Covenants, Conditions, and Restrictions, recorded _____ in the Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Declaration"); and that certain Lakewood Homeowners Architectural Review Procedures, recorded as Doc. No. 2022024087, Official Public records of Travis County, Texas.

SUPPLEMENTAL ARCHITECTURAL GUIDELINES

I. CONSTRUCTION GUIDELINES

I.A. Defined Terms and Repair Requirements

Capitalized terms used, but not defined herein, shall be given those meanings ascribed to them in the Association's Governing Documents. All architectural guidelines shall be referred to as "Guidelines" herein.

Under the Declaration, if a residential dwelling or other improvements are damaged by fire or a casualty event, the improvements that must be demolished must be removed and the Lot shall be cleared within six (6) months of the casualty event. Otherwise, no building or structure on a Lot shall be permitted to fall into a state of disrepair and repairs must be promptly made. Repairs must be made in six (6) months from the date of the casualty event; however, if more than 25% of the dwelling must be rebuilt, all repairs and reconstruction must be completed within eighteen (18) months from the date of loss.

I.B. Initial Meeting

An Owner may arrange an initial meeting with the ACC to discuss matters such as: (1) compliance with the applicable restrictions; (2) the architectural review process; (3) the conceptual design and placement of all improvements; and (4) the construction timeline. Any other matters of concern may be discussed at this meeting.

Thereafter, the following meetings shall be required:

1. Pre-design Meeting

Prior to preparing any drawings other than sketches for a proposed improvement, the Owner and/or the Owner's architect and/or Homebuilder shall meet with the ACC to discuss the proposed residence and resolve any questions regarding the Architectural and Construction Design Guidelines, the design review process or any Lot constraints. If an initial meeting is requested, these matters may be addressed during the initial meeting. This meeting provides an opportunity for Owner to present conceptual plans and other information to confirm the proposed design, location, and other elements are likely to be approved. This will permit Owner to proceed to the design phase in order to move forward to the second meeting described below.

2. Preliminary Submittal/Plan Review

All elements of the design proposed for the Lot development will be reviewed, including, but not limited to, the architectural design of any building improvements, the site plan, building materials, paint colors and other proposed and future improvements.

During this meeting, pre-construction requirements will be discussed and the responsibilities of property owner and Homebuilder are covered. Approval of the plans by the ACC does not relieve the applicant from responsibility for compliance with all applicable restrictive covenants and rules, or any governmental regulations.

Preliminary drawings, including all of the exhibits outlined below and submittal fees must be submitted to the ACC after the Pre-design Meeting, including:

- a. A site plan at a scale no less than 1"=30' (1"=20' preferable) on a 24"x 36" or a 30"x 42" sheet including the locations and areas of all building improvements or major structures, distances from proposed structures to nearest structures (if any) on adjacent Lots, driveway, parking areas, patios, pools, walls, and other items.
- b. Roof Plan and Floor Plans at no less than 1/4"= 1'-0". Roof plans will show areas of sloped and flat roofs, porch roofs, skylights and solar collectors, if any.
- c. Exterior elevations of all sides of the residence, at the same scale as the floor plans, with both existing and proposed grade lines. Exterior materials and colors shall be indicated. All roofing materials must be identified. Elevations (heights) of all roof ridgelines, cupolas or parapets shall be shown.
- d. The ACC, prior to construction of any improvements, must approve the general contractor. If an Owner wishes to propose a non-preferred general contractor, the name of the contractor and four (4) references (including one banking reference) must be submitted to the ACC. All non-preferred general contractors must be approved on a project-by-project basis. The ACC, however, by giving approval of a contractor makes no implicit or explicit guarantees of any kind for the performance either fiscally or for the quality of actual construction of the approved contractor or approved Homebuilder.
- e. Any other drawings, materials or samples requested by the ACC.
- f. **Changes to any approved plans must also be approved in advance and in writing by the ACC.**

3. Final Submittal

After preliminary approval is obtained, the following documents are to be submitted to the ACC for final approval:

- a. Complete construction documents for the residence including all data noted as required in the preliminary approval.
- b. Information regarding all exterior materials and colors, window and glass specifications and accent items.
- c. A landscape plan at the same scale as the site plan, showing: areas to be irrigated (if any), locations and sizes of all existing and proposed plants and any decorative features such as pools or imported rocks, sculpture and a list of all proposed plants.
- d. If necessary, a surface water hydrology report, performed by a registered civil engineer, in a form determined by the ACC.
- e. Notification of any changes required by city or county plan review.
- f. An approximate time schedule indicating approximate dates for starting and completion of construction, utility hookup, completion of landscaping work and anticipated occupancy date.
- g. Locations of any temporary facilities, including construction sanitary facilities.

4. **Final Approval**

Upon receipt of the complete Final Submittal, the ACC will review the submittal for conformance to these Design Guidelines and any preliminary approval stipulations. Upon determining that the required submittals have been received and are in a form acceptable to the ACC, a written response will be provided to the Owner. Approval of the plans by the ACC does not relieve the applicant from complete responsibility for compliance with the Design Guidelines and the requirement of any other applicable authority. Prior to commencement of construction, all permits and government approval documentation shall be provided to the ACC.

I.C. Homebuilder Requirements – [See also the Contractor Requirements Herein]

The following shall be required:

1. Proof of general liability insurance.
2. Homebuilders will provide three (3) third party inspections with an inspector approved by the ACC. Inspections will include:
 - a. Pre-pour Inspection by licensed engineer.
 - b. Electrical, Plumbing and Framing before sheet rock is installed.
 - c. Final Inspection upon building completion.

3. All subcontractors shall be insured and licensed.

I.D. Temporary Facilities

Any Owner or Homebuilder who desires to temporarily install a construction trailer, field office or such other temporary construction-related structure shall first apply for and obtain written approval from the ACC. To obtain such approval, the Owner or Homebuilder shall submit a copy of the architect's site plan with proposed locations of the construction trailer or field office, the portable toilet and the trash receptacle noted thereon. The location should be out of sight from the street and adjacent neighbors to the extent possible. Such temporary structures shall be removed upon completion of construction.

Portable toilets are required and must be regularly serviced during construction.

I.E. Fencing and Drainage

1. The natural landscape of each Lot must be protected during construction. The Homebuilder shall erect a temporary construction fence containing a minimum area needed surrounding the building improvements to allow for access of construction and shall have a single driveway entrance. The construction fencing shall contain the construction trailer, if necessary, portable toilet, construction material storage, dumpsters and parking areas. The construction fence will remain intact until the completion of construction.
2. Properly installed silt fences are required.
3. No changes to the drainage conditions are permitted; however, the Association shall not be responsible for review and approval of drainage conditions.

I.F. Construction Access and Hours

The only approved construction access during the time a residence or other improvement is under construction will be over the approved driveway for the Lot unless the ACC approves an alternate access point. In no event shall more than one construction access be permitted onto any Lot. When required for drainage, a culvert must be installed at the construction access point.

Construction Hours are as follows:

Monday - Friday	8:00 a.m. - 6:00 p.m.
Saturday	9:00 a.m. - 6:00 p.m.
Sunday	NO WORK PERMITTED

No work is permitted on the following holidays:

New Years Day

Memorial Day
4th of July
Labor Day
Thanksgiving Day
Christmas Day

I.G. Debris, Dust and Noise

Trash and debris must be discarded daily. The construction activities must not generate excessive dust and noise, including, without limitation, music from the construction site.

I.H. Construction Signage

No signs are permitted except those for approved Homebuilders and architects, as well as any postings required pursuant to applicable law.

I.I. Daily Operation

Daily working hours for each construction site shall be Monday through Saturday, from 30 minutes before sunrise to 30 minutes after sunset, unless other hours are designated in writing by the ACC. No work on Sunday or national holidays is permitted.

I.J. Site Requirements and Completion Requirements

The following requirements pertain to Owners and their contractors, including all Homebuilders, contractors, and any other person who enters the Lot to provide labor or materials in connection with the project.

Beginning Construction – No construction of any type is permitted without the following on site at all times:

- Construction Dumpster;
- Chemical Toilet; and
- Fire suppression equipment.

1. **Construction Time Limit.** The exterior of all residential dwellings and other improvements must be completed within one (1) year after the construction of same has commenced, except as permitted, in writing, by the ACC. If an extension is needed, the Owner or the Builder may submit an extension request, including projected completion date, in writing to the ACC. Failure to complete the project within one (1) year of the deadline will be considered a violation of the Declaration, which may subject an Owner to fines.

If construction has not commenced within sixty (60) days after the ACC provides written authorization to proceed, the ACC's approval shall be deemed to have

expired unless the Owner or the Builder, prior to such expiration date, has requested and received an extension in writing from the ACC.

2. **Builder Signs.** Builder signs are required and shall be placed on the Lot two (2) weeks prior to the commencement of construction. The sign shall remain properly installed throughout construction. Upon completion of the construction of the main residential dwelling, the Builder sign must be removed within fourteen (14) days. Builder signs shall not be allowed on vacant Lots or at any time other than during the construction of the main residential dwelling.
3. **Site Maintenance.** Only usable construction materials may be stored on a construction site. Discarded construction materials, refuse and debris must be removed daily from the site or contained within the required 30 cubic yard dumpster. Storage or placement of materials within any right of way or easement is not permitted at any time. Failure to remove trash or debris on a regular basis will be considered a violation of the Guidelines.
4. **Right to Enter and Inspect Lots for Compliance.** The right of entry and inspection of a Lot is specifically reserved for the ACC, its agents, and representatives during the construction period.
5. **Deliveries and Vehicular Traffic.**
 - Owner shall be held responsible for any damage to the roadways and drives in the subdivision, including any damage to curbs, culverts, and other roadway infrastructure.
 - Concrete trucks cannot carry more than five (5) cubic yards and/or ten (10) tons of concrete per load.
 - No vehicle is permitted to transport more than five (5) cubic yards and/or ten (10) tons of material.
 - Deliveries are only permitted during construction hours.

II. REVIEW AND APPROVAL PROCESS

II.A. Governmental Requirements

It is the responsibility of each Owner to obtain all necessary permits and inspections. Compliance with the Association's restrictions is not a substitute for compliance with the applicable ordinances and regulations. Please be advised that these Guidelines do not list or describe each requirement that may be applicable to a Lot within the Lakewood Subdivision. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the ACC for approval. Furthermore, approval by the ACC

should not be construed by the Owner that any improvement complies with the terms and provisions of all encumbrances that may affect the Owner's Lot, including any setbacks.

The ACC shall bear no responsibility for ensuring plans submitted to the ACC comply with any applicable building codes, zoning regulation and other government requirements. It is the responsibility of the Owner to secure any required governmental approvals prior to construction on such Owner's Lot.

II.B. Construction Permit

Securing of any and all construction and occupancy permits are the responsibility of the Owner and/or Homebuilder. Construction shall be in accordance with the Final Submittal approved by the ACC and in accordance with all applicable governmental rules and regulations.

II.C. Additional Construction and Changes

Any changes to the approved drawings prior to or during construction must be submitted for approval by the ACC. Prior written approval from the ACC is required.

II.D. Re-submittal of Drawings

In the event of disapproval by the ACC of either a Preliminary or a Final Submittal, any resubmission of drawings must follow the same procedure as the original submittal.

II.E. Inspection

1. Work in Progress

The ACC shall have the authority to inspect the construction project to ensure that the improvements are in compliance with the approved plans. Any notice of non-compliance with the approved drawings must be resolved promptly.

2. Final Inspection

Upon completion of any residence or other improvement for which final approval was given by the ACC, the Owner shall give written notice of completion to the ACC. Inspection shall occur within fifteen (15) working days from receipt of such written notice of completion.

If it is found that such work was not done in strict compliance with the approved Final Submittal and the Design Guidelines, the Owner shall be notified in writing of such noncompliance within thirty (30) days of its receipt of the Owner's notice of completion, specifying in reasonable detail the particulars of noncompliance and shall require the Owner to remedy the same.

If upon the expiration of thirty (30) days from the date of such notification by the ACC, the Owner shall have failed to remedy such noncompliance, the ACC shall notify the Owner. The ACC may take such action to remedy this noncompliance as is provided for in these Design Guidelines or the Declaration including, but without limitation, legal action for injunctive relief or the imposition of a fine.

II.F. Non-waiver

Any approval by the ACC of any drawings or specifications or work done or proposed or in connection with any other matter requiring such approval under these Design Guidelines or the Declaration, including any variance by the ACC, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar drawing, specification or matter whenever subsequently or additionally submitted for approval. For example, the ACC may disapprove an item shown on the Final Submittal even though it may have been existent in previous submittals and was not disapproved. The Owner and his representative shall make known to the ACC any proposed variances from any restrictive covenant. Furthermore, should the ACC overlook or not be aware of any item of noncompliance at anytime during the review process, construction process or during its final inspection, the oversight of the ACC in no way relieves the Owner from compliance with the applicable restrictive covenants and all applicable codes, ordinances, and laws.

ARCHITECTURAL REVIEW FORMS

**ACC
APPLICATION FOR PLAN REVIEW**

Date Submitted: _____
Property Address: _____
Legal Description: Lot _____ Block _____
Owner Name: _____
Owner Address: _____
(if different from Property address) _____
Owner Phone: (H) _____ (C) _____
Owner e-mail: _____

Builder Name: _____
Builder Address: _____
Builder Phone: (W) _____ (C) _____
Builder e-mail: _____
Builder website: _____

Submission For (please check all that apply and include the appropriate Plan Checklist):

- New Home
- Structural addition to existing home
- Fencing and walls
- Pool
- New construction landscaping (with requirements)
- Existing landscaping modifications
- Cosmetic improvements or changes
- Irrigation (with requirements)
- Outbuildings
- Play equipment and sport court
- Sculpture and yard art
- Solar energy device
- Roofing (existing homes)
- Gutters (existing homes)
- Repainting of exterior (any portion)
 - Proposed color samples for walls, trim, fascia, fencing, etc.
 - Current photo of areas to be painted

Compliance Deposit Received:

Owner: \$ _____ Date: _____ Ck # _____

Builder: \$ _____ Date: _____ Ck # _____

**ARCHITECTURAL REVIEW PLAN CHECKLIST
NEW HOME: PRELIMINARY REVIEW**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF ANY
LAKEWOOD HOME OWNERS ASSOCIATION [AUSTIN], INC.,
D/B/A LAKEWOOD HOME OWNERS ASSOCIATION, INC.**

ACC REVIEW PACKET

1. One set of plans prepared by a licensed architect or professional architectural designer (1/20-inch scale) with the following information:
 - Rendering of front elevation
 - Square footage
 - Tree survey prepared and certified by a licensed surveyor or arborist (1/4 inch scale).

2. Photo of lot

3. Site Plan (1/20-inch scale) with the following information:
 - Location of residence
 - Easements
 - Setbacks
 - Driveway approach and location

4. Describe excavation (if applicable). Location and retaining wall finish.

Please describe unique technology, materials and/or building practices that will be employed for the proposed improvements.

**ARCHITECTURAL REVIEW PLAN CHECKLIST
NEW HOME: FINAL REVIEW**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF ANY LAKEWOOD HOME
OWNERS ASSOCIATION [AUSTIN], INC.,
D/B/A LAKEWOOD HOME OWNERS ASSOCIATION, INC.**

ACC REVIEW PACKAGE

1. Home plans prepared and certified by a licensed architect or professional architectural designer (1/4 inch scale) with the following information shown thereon:

- Floor plan
- Roof plan with gutters (if applicable)
- Elevations
- Home cross-section
- Property cross-section
- Square footage
- Percentage masonry
- House number location (must be in a lighted area)
- Windows & doors locations

The following items must be submitted on a 1/20-inch scale:

- Site Plan should include dwelling, topography, existing trees, flatwork, etc.
- Setbacks for front, rear, side, driveways, and recreational structures/outbuildings
- Existing and proposed finished grade contours (grading)-all elevations
- Driveways, sidewalks, patios and other hardscape (flatwork)
- Walled and gated trash receptacle location & size (must accommodate two 96-gallon containers); must connect to flatwork
- Yard light location (must be on photocell); type, description and photo
- A/C equipment location and screening detail
- Utility easements

2. Foundation plan prepared and certified by a licensed professional engineer (1/4 inch scale).
3. Professional survey of the lot prepared and certified by a licensed surveyor (1/20-inch scale). Must include topography. Mark drainage (current and proposed); graded every 2 feet of change.
4. Materials samples must be submitted and approved prior to installation including but not limited to:
- Exterior paint, sample and size must be a minimum of 1'x1'
 - Window colors/Fascia/Trim
 - Masonry (rock, brick, stucco, etc.)
 - Roof material
 - Mortar

5. Hardscape materials must be submitted and approved prior to installation.

LAKWOOD HOMEOWNERS' ASSOCIATION

OWNER AGREEMENT

**LAKWOOD HOME OWNERS ASSOCIATION [AUSTIN], INC.,
D/B/A LAKEWOOD HOME OWNERS ASSOCIATION, INC.**

OWNER AGREEMENT

Owner: _____

Property: _____

Compliance Deposit: \$ _____

This Owner Agreement (this "**Agreement**") is made as of the Effective Date below between Lakewood Home Owners Association [Austin], Inc., D/B/A Lakewood Home Owners Association, Inc. , a Texas non-profit corporation (the "**Association**") and the Owner. The Property is located within Lakewood Subdivision (the "**Development**")

NOW THEREFORE, Owner and the Association hereby agree as follows:

1. **Restrictions**. Owner hereby acknowledges and agrees that the Owner and the Property is subject to the terms and provisions of the Association's governing documents and dedicatory instruments, including the Declaration and the Guidelines (collectively, the "**Restrictions**"). Owner is required to comply with the Restrictions and pay assessments and certain charges to the Association in accordance with the Restrictions. Owner also acknowledges that failure to comply with the Restrictions or pay such assessments and other charges is a violation of the terms and provisions of the Restrictions.

2. **Approval and Construction Requirements**. Owner acknowledges and agrees that an architectural review process has been established pursuant to the Restrictions. No improvement may be constructed on the Property without the advance written approval of the Lakewood Homeowners Association ACC.

3. **Plan Submission Procedures and Fees**. The Approval and Construction Requirements include procedures associated with review of proposed improvements by Lakewood Homeowners Association ACC (the "**Submission Requirements**"). The Submission Requirements include a checklist of items that the Owner must submit to Lakewood Homeowners Association ACC prior to Lakewood Homeowners Association ACC's review of proposed improvements. In most cases, compliance with the Submission Requirements will initiate Architectural Review of the proposed improvements, but Lakewood Homeowners Association ACC reserves the right to request additional information as a pre-condition to the initiation of review. The Submission Requirements include may include fees which must be paid to the Association prior to the initiation of Architectural Review. ***Additional fees will be charged based on fees charged by third-parties engaged to assist with review.*** No construction may commence on any proposed improvements until Lakewood Homeowners Association ACC has issued a construction permit.

4. **Construction Rules.** Owner acknowledges and agrees that Owner and Builder must comply with the construction contained herein (the “**Construction Rules**”). While the Owner may not be performing construction activities on the Property, the Owner is responsible for ensuring that the Builder and Builder’s contractors comply all of the Association’s rules. Failure to comply may result in fines, penalties, or other costs charged against the Owner. In addition to fines, penalties, or other costs charged against an Owner for a Builder or the Builder’s subcontractors failure to comply with the Construction Rules, the Restrictions, and/or the Approval and Construction Requirements, Lakewood Homeowners Association ACC or the Association may deny a Builder or Builder’s contractor access to the Development.

5. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED.

6. **No Oral Modification.** This Agreement may not be supplemented, modified or amended except by an agreement in writing signed by both the Association and Owner.

[Signature Page Follows]

EXECUTED to be effective as of the date first set forth below.

ASSOCIATION:

**Lakewood Home Owners Association [Austin], Inc.,
D/B/A Lakewood Home Owners Association, Inc.**

By: _____

Print Name: _____

Print Title: _____

Date: _____

OWNER:

Signature: _____

Print Name: _____

Date: _____

BUILDER INFORMATION

Builder Name: _____

Legal Name: _____

Builder Address: _____

Builder Office Phone: _____

Builder Cell Phone: _____

Builder Fax: _____

Email: _____

Years in Homebuilding Business: _____

Are there any existing liens or judgments Builder is subject to:

Yes _____ No _____

If yes: Amount/Description: _____

Who is the architect/designer for this job? _____

Who is the job superintendent? _____

Superintendent Cell: _____

Superintendent Email: _____

Have other homes been constructed in Lakewood by Builder using the same or similar elevation and/or floor plans? Yes: _____ No: _____

If yes, please list:

Builder Website: _____

Builder Insurance Agent: _____

Per the Builder Agreement, before construction begins, you are to present proof of general liability insurance in the amounts shown, and workers compensation insurance.

By signing this application:

Builder acknowledges it is familiar with, and agrees to comply with, the Association's Restrictions, including the policy to which this agreement is attached. Builder agrees it will enforce all rules against its contractors, subcontractors, and any other entity or person who provides labor or materials.

Builder acknowledges that fines may result from any violation.

Signature: _____ **Date:** _____

