

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

OBJECTIVES

The overall objective of this document is to serve as a uniform guide to submitting an application for improvements in a specific and carefully designed community. This process outlines the standards for which an application will be held to and considered for approval by the Architectural Review Board or Designated Reviewer.

All homeowners and residents benefit from the planning and design that have been an important part of the development of their community. The purpose of design controls is to assure homeowners and residents that the standards of design quality will be maintained. This, in turn, protects property values and enhances the community's overall environment.

The authority for maintaining the quality of design in a community is founded in the Declaration of Covenants, Conditions and Restrictions and Association By-laws, which are a part of the deed to every property.

As a homeowner, by at least initial or subsequent resale settlement, you should have received copies of the Declaration of Covenants, Conditions, Restrictions and Reservations of Easements, the Articles of Incorporation and The Homeowners Association By-Laws, which establish the Homeowners Association, Inc. in the homeowners' document package. Sellers are required by Texas law to provide a copy of all "home ownership documents to the buyer. (Copies can be purchased from the HOA Agent) These covenants and restrictions "run with the land" and are binding on all homeowners. As a result, these covenants and all other homeowner documents should be read and fully understood by each homeowner.

DEFINITIONS

Covenant – Generally a promise by one person to another to do or refrain from doing something that is legally enforceable.

Nuisance – An unreasonable activity or condition on one's property that substantially or unreasonably interferes with another property owner's use and enjoyment of his/her land.

Runs with the Land – Refers to a covenant (restrictive or otherwise) that is permanently attached or applicable to a particular property. This means that these restrictive covenants transfer with the title to subsequent land owners.

FORMAT FOR ARCHITECTURAL REVIEW BOARD APPROVAL SUBMISSIONS

1. A sample request form for submission of architectural changes is provided at Attachment "A". Forms can be obtained from Southwest Management. The Architectural Application will include a list of all of the items should be a part of every application. ***Incomplete applications will not be submitted for Review.***

2. Review Procedures. All applications should be submitted to the Architectural Review Board, whether it is permanent or temporary. The application will be reviewed for completeness. If the application is complete the review process may begin. If not, the application will be returned to the homeowner for additional information. The Architectural Review Board has thirty (30) days to review an application. The decision of the ARB will be sent in writing to the applicant's address and/or email.

ACKNOWLEDGEMENTS:

____ I acknowledge receipt of the Architectural Design Guidelines and have read and agree to abide with them in regards to the modification/addition as proposed

____ I acknowledge that any adverse effects to drainage are my responsibility. The Architectural Committee is not responsible for reviewing drainage issues. Large scope projects are susceptible to drainage blocks, and/or diversion, which can impact my property and possibly those of adjacent property owners. I also acknowledge these precautions and agree not to allow my project to create storm water exit changes, which could result in negative conditions. Any negative impact will be my responsibility to correct.

____ I acknowledge if my projects inadvertently causes drainage concerns, I will correct those problems at my own cost.

____ I acknowledge if any utility or irrigation line are damaged due to the improvement, I/we make, all repairs cost will be my/our responsibility.

____ I understand that a deposit and review fee may be applicable BEFORE my application is reviewed

____ I understand that any contractors that I employ are not permitted to place signs on my property advertising the business (Exam: pool is built by...)

____ I understand that greenbelt access or adjacent lot access is not granted for construction (ingress, egress or storage included)

____ I hereby agree not to begin any improvements or changes until the Architectural Committee or Reviewer notifies me of their approval

____ I understand that I must call to schedule an inspection no more than 7 days after the completion date of my project (I am responsible for calling this in, not my contractor)

____ I understand that if I do not call in an inspection, I may be subject to forfeiture of my deposit or fines being levied against my HOA account.

SPECIAL NOTE-CITY APPROVALS. Many changes require city and or county review and permits. It is the homeowner's responsibility to obtain all authority's approvals and permits. Proper authorities should be contacted prior to beginning any work in order to verify what procedures must be followed and obtain required permits. City or County approval does not preclude the need for architectural approval and vice versa. I hereby acknowledge that I have read the Architectural Process and Procedures and understand the information that has been provided to me regarding the process.

Signature of Property Owner

Printed Name

Date: _____