

LAKE OLYMPIA CIVIC ASSOCIATION
BUILDER PACKET
April 2024

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1.

Lake Olympia Civic Association

Process for New Build Approval

Lake Olympia Civic Association
Process for New Build Approval
April 2024

1. A builder applies to the Board for approval of a build. This process includes completing the builder request packet which includes financials, examples of previous builds, etc., If plans for the home are available that's desirable to share.
2. Once approved by the ACC for the specific build, the builder completes the checklist and provides everything needed to management, along with an ACC request and attachments.
3. Management forwards all the information to the architect for approval. Architect includes approval wording at the bottom of the ACC request form or in a separate memo, if needed.
4. The entire packet is uploaded to Lake Olympia's management software and the email goes to ACC members for review. If information is missing, it slows the process and requires follow-up by management, so more work on the front end and close review of the checklist decreases the chance of delays.
5. Once three members of ACC have approved, the home is approved. If three members deny the build it is not approved. If more information is requested and there are not three votes either way, that information needs to be provided by the builder to management to go back to the ACC.
6. After ACC approval, the builder must pay deposit, **sign New Construction Agreement project contract** (which includes rules for project maintenance, time limits, etc.) and seek city approval/permits.
7. Work on the lot and construction can begin after previous six steps are complete!

PLEASE NOTE: THE HOME SHALL NOT BE OCCUPIED UNTIL THE ACC DOES A FINAL WALK-THROUGH AND CHECKS FOR FULL COMPLIANCE. (ANY ISSUES MUST BE REMEDIATED BY BUILDER PRIOR TO MOVE-IN AND REFUND OF DEPOSIT.)

ALL OF THE ABOVE PROVISIONS ARE HEREBY
ACCEPTED AND AGREED TO BY:

Signature of Builder Date

Signature of Homeowner Date

Proposed Completion Date

Proposed Construction Start Date

2.

Lake Olympia Civic Association

New Construction Application

Lake Olympia Architectural Control
New Construction Application Form
April 2024

Please complete entire form for approval and submit to: Lake Olympia Civic Association, 180 Island Blvd., Missouri City, TX 77459 (281-835-5992).

Incomplete or missing information will result in returned and/or denied application.

Date Submitted: _____ Estimated Start & Completion Date: _____

Contact Name: _____ Builder and/or Owner: _____

Contact Address: _____

Phone/fax & email: _____

Signature & Date: _____

Site Plan: Submit all plans electronically

Lot#/Block#/Section #/Name: _____

Address: _____

Driveway location, dimensions & material: _____

Plan# (include proposed elevation): _____

Identify waterway or interior lot: _____ Zero lot line side: _____

Identify drainage easements & reserve location: _____

Conditioned space sq. footage: _____ % of lot coverage: _____

Identify utility easements, setbacks & b/l: back _____ side _____ other _____

Fence material, height & locations: _____

Landscape & Tree Preservation Plan: Submit (2) plans on a minimum of 8 ½" X 14" to scale dimensional drawings of all proposed improvements or electronically if prior approval obtained.

Tree Preservation Plan: _____

Landscape & Street Tree Planting Plan: identify quantity, caliper & species of trees on form 7 on plan (all street trees are to be planted 3 ft. back of sidewalk equally spaced unless otherwise noted)

Material Selections: identify all exterior material manufacturer & color selections for approval including percentages as required:

Brick and/or Stone (manufacturer & selection): _____

Roof (manufacturer & selection): _____

Siding & trim color: _____ **Masonry %** _____

Identify any specialty requests, trim or material proposed to be considered or used for approval. Submit requests & material data on a separate submittal:

In the event the plan has not been previously approved at the time of this application submittal and /or a custom is submitted, submit scaled & dimensioned architectural plans containing all elevations, floor plans, door & window schedule, wall & framing detail, MEP, engineer foundation drawings & detail sheet for approval. Any plan changes or revisions after receipt of ACC approval require submission of new application and/or review fees. All applications are reviewed as provided in the Lake Olympia Restrictions

I understand that the Association's Architectural Review Committee will act on the request as quickly as possible and contact me regarding their decision. I agree not to begin property improvements/changes until the architectural Review Committee notifies me of their approval.

I understand and agree that it is the duty of the Owner and any contractor or consultant employed by the Owner to determine that the proposed improvement is structurally, mechanically, and otherwise safe, and that it is designed and will be constructed in accordance with the Covenants and Restrictions applicable to the Lot. I agree that neither the Association nor any Director, Officer, Committee, Managing Agent, member or employee thereof (the "Indemnified Parties"), shall be liable for damages or otherwise because of the approval or non-approval of this application or any facet thereof. I hereby release, indemnify, and hold harmless the Indemnified Parties from any claim, liability, damage, suit or attorney's fees arising out of any action or omission of the Indemnified Parties with regard to this application and in regard to the design plan review, construction or inspection of the proposed improvements, including and claims, liability, damages, suits and attorney's fees resulting from the negligent acts of one or more of the Indemnified Parties.

Signature of Builder

Signature of Homeowner(s)

Proposed Completion Date

Proposed Construction Start Date

3.

Lake Olympia Civic Association

Application for Builder Approval

LAKE OLYMPIA CIVIC ASSOCIATION APPLICATION FOR BUILDER APPROVAL

PLEASE TYPE OR PRINT

APPLICATION DATE • _____		
COMPANY NAME: _____	ADDRESS: _____	PHONE: _____
AUTHORIZED AGENT: _____		MOBILE: _____
		BEEPER: _____
		E-MAIL: _____
MEMBERSHIP IN THE GREATER HOUSTON BUILDER'S ASSOCIATION?	YES	O NO
<input type="radio"/> BROCHURE OR INFORMATION SHEET DESCRIBING WORK (ATTACH SEPARATELY) a NUMBER OF HOMES BUILT WITHIN THE LAST 3 YEARS _____ WITHIN FT. BEND CO		
<input type="radio"/> LIST OF HOMES THAT REPRESENT THE TYPE AND QUALITY OF HOME BUILDER ENVISIONS BUILDING IN LAKE OLYMPIA (INCLUDE PHOTOGRAPHS OF EACH).		
1. _____	(ADDRESS)	(SQUARE FOOTAGE)
		(COST)
_____		2.
_____	(ADDRESS)	(SQUARE FOOTAGE)
		(COST)
_____		3.
_____	(ADDRESS)	(SQUARE FOOTAGE)
		(COST)
<input type="radio"/> LIST OF CLIENT REFERENCES:		
1. _____	(NAME)	(PHONE NUMBER)
_____	(PROJECT NAME)	(PROJECT ADDRESS)
2. _____	(NAME)	(PHONE NUMBER)
_____	(PROJECT NAME)	(PROJECT ADDRESS)
3. _____	(NAME)	(PHONE NUMBER)
_____	(PROJECT NAME)	(PROJECT ADDRESS)

CONSTRUCTION INSURANCE REQUIREMENTS:

COPY OF CERTIFICATE OF MINIMUM \$1,000,000 LIABILITY

PROOF OF VALID WORKERS COMPENSATION INSURANCE OR EXEMPTION FROM IT

Note: \$7500 Compliance Deposit Will Be Required

SUBMITTED BY:

APPLICANT

SIGNATURE

DO NOT WRITE BELOW THIS LINE

COMMITTEE ACTION: _____

DATE

- APPROVED
- DEFERRED
- CONDITIONALLY APPROVED
- RETURNED
- DISAPPROVED

LOCA AUTHORIZED SIGNATURE

LOCA Building Contractors

Financial Requirements

Tier 2 - Medium sized - other Tier 3 - Small, self-financed

Tier 1 - Large Builders i.e. approved builders already and/or self general

Pulte, David Weekly accepted by the LOCA contractors + others

Comments

Dun and Brad Street Report	Company only	Company only	Company and Individual	Provided by AMI, Reimbursed by Builder as non-refundable Deposit for Credit Review
Balance Sheet - Past Year/Current Quarter	Positive NI; Retained Earnings Positive with Cash Reserves on Hand based on 25 % of house funds	Positive NI; Retained Earnings Positive with Cash Reserves on Hand based on 50 % of house funds	Positive NI; Retained Earnings Positive with Cash Reserves on Hand based on 75 % of house funds	Company and/or Individual must provide
Income Statement - Past Year/Current Quarter	Positive NI -Company	Positive NI -Company	Positive NI -Company and Individual	Company and/or Individual must provide
Cash Flow - Past Year/Current Quarter	Positive; minimum of 25% house funds required - less normal operation	Positive; minimum of 50% house funds required - less normal operation	Positive; minimum of 75% house funds required - less normal operating expenses	Company and/or Individual must provide
Accounts Receivable Review	Review of 3 customer records; No past due AR beyond 60 days	Review of 3 customer records; No past due AR beyond 60 days	Review of 3 customer records; No past due AR beyond 60 days	Company and/or Individual must provide
Accounts Payable Review	Review of 3 vendors payment records; No past due AP beyond 60 days	Review of 3 vendors payment records; No past due AP beyond 60 days	Review of 5 vendors payment records; No past due AP beyond 60 days	Company and/or Individual must provide
Checking Accounts verified/Bank Validation in Good Standing (Proof/Overdraft Protection)	Bank verified with no overdrafts	Bank verified with no overdrafts	Bank verified with no overdrafts	AMI to validate Proof
Checking Accounts Balances Required	25 % of house funds required less normal operating expenses	50 % of house funds required less normal operating expenses	75% of house funds required less normal operating expenses	AMI to validate Proof

Tier 2 - Medium sized - other Tier 3 - Small, self financed
 approved builders already and/or self general
 contractors + others

Tier 1 - Large Builders i.e.
 accounted by the LOCA

Comments

Requirements	Minimum 3 references verified	Minimum 3 references verified	Minimum 3 references verified	Minimum 5 references verified	AMI to validate Proof
References	Minimum 3 references verified	Minimum 3 references verified	Minimum 3 references verified	Minimum 5 references verified	AMI to validate Proof
Proof of Insurance - General Liability	Required Current Year plus 1 year past	Required Current Year plus 1 year past	Required Current Year plus 1 year past	Required Current Year plus 1 year past	Company and/or Individual must provide
Legal Settlements; Liens and Foreclosures	No more than 10; with description of issues provided	No more than 3; with description of issues provided	No more than 3; with description of issues provided	None	Based on D and B Report

4.

Lake Olympia Civic Association

**Resolution Adopting Builder Qualification
Guidelines**

LAKE OLYMPIA CIVIC ASSOCIATION
Resolution Adopting Builder Qualification Guidelines
April 2024

The undersigned, being a duly authorized representative of Lake Olympia Civic Association, a Texas Non-Profit Corporation pursuant to Chapter 22 of the Texas Business Organizations Code, adopt the following resolution at a duly called board meeting:

RESOLVED, that upon careful consideration and deliberation, with all motions being correctly proposed and seconded, the Board of Directors unanimously adopt the following Updated Builder Qualification Guidelines and Requirements:

These Guidelines and Requirements replace and supersede the Guidelines previously adopted on July 21, 2005, September 25, 2014, February 26, 2015, May 28, 2015, and October 22, 2015.

GUIDELINES:

The Builder should:

1. Be active in the homebuilding industry in the Fort Bend County Area for the last three (3) years from date of application; and
2. Be directly responsible for the construction and completion of a minimum of three (3) homes per year during the last three (3) years.

The Builder must:

1. Carry a minimum \$1,000,000 General Liability Policy carried in the name of the Builder and naming Lake Olympia Civic Association as an additional insured.

The Builder or a designated employee/representative must also attend a Preconstruction Meeting with the Board of Directors and/or ACC members at the Lake Olympia Clubhouse PRIOR to the beginning of construction to review the Plans and the then applicable Builder and ACC Guidelines and Restrictions. The homeowner may attend this meeting as well.

Additional references regarding trades or financial information may be required and Lake Olympia Civic Association retains the right to approve or disapprove subcontractors.

ON-GOING BUILDER REQUIREMENTS:

Each Builder is subject to the following on-going requirements:

1. It is the responsibility of the Builder and Owner to ensure that all construction is completed within eighteen (18) months of commencement. Unless the Board of Directors has granted an extension beyond eighteen (18) months, the Owner of the Lot will be fined \$500.00 per week or any portion thereof, for which the construction remains unfinished upon the expiration of eighteen (18) months.
2. If applying to build another home, the Builder must have finished construction of prior homes within eighteen (18) months.

3. If currently building a home, the Builder will not receive approval to build an additional home if current construction is behind schedule or will not be finished within eighteen (18) months.
4. Construction of a home is considered complete upon final approved painting of the exterior of the home, installation of approved fencing, installation of a sidewalk, and completion/installation of approved landscaping.
5. Each Builder must fully cooperate with the Lake Olympia Civic Association including, but not limited to, the Board of Directors, Architectural Control Committee, and Managing Agent. The Builder must ensure that the deed restrictions are not violated when building a home. A Builder may not receive approval for construction of additional homes if a substantial violation of the deed restrictions occurred during the Builder's construction of a prior home or the final product differed substantially from the plans originally submitted and approved. The Board's determination of a substantial violation is final.

BUILDER AGREEMENT AND COMPLIANCE DEPOSIT:

The Builder and Owner must:

6. Sign a New Construction Agreement prepared by Lake Olympia's attorney acknowledging their understanding of the approval process and agreement to abide by the process.
7. Enter into a formal indemnity and hold harmless agreement with Lake Olympia
8. Submit a \$7,500.00 Compliance Deposit, per home, of which \$2,500.00 is not subject to being refunded. The remaining 5,000.00 will be refunded less all costs and fees used to enforce the deed restrictions as necessary during and after the construction of a home. Fees which may be deducted from the Compliance Deposit include, but are not limited to: (a) the cost to paint the exterior per the approved plans; (b) the cost to complete fencing and/or landscaping in accordance with the submitted and approved plans; (c) all fees, fines, and costs levied by Lake Olympia as a result of a deemed violation of the deed restrictions, approved plans, Builder Guidelines and Requirements, and/or the ACC Guidelines; and (d) all attorney's fees incurred enforcing the deed restrictions, the approved plans, these Builder Guidelines and Requirements, and the ACC Guidelines, as deemed necessary by Lake Olympia's Board of Directors.

The Compliance Deposit is paid to the Association as security against violation of the deed restrictions, these Builder Guidelines, or any damage caused to the Association's common areas, streets, or other property in Lake Olympia. The ACC or the Association may increase the Compliance Deposit in the event the ACC or the Association determine that the amount is insufficient to secure compliance with the deed restrictions or Builder Guidelines, or to protect Lake Olympia from damage caused or occasioned by construction of the proposed improvements. The determination to increase the Compliance Deposit may be based on prior violations by the Builder of the deed restrictions, any other rules promulgated by the Association or the ACC, the experience or lack of experience of the Builder within Lake Olympia, or the nature of the construction methods associated with the proposed improvements.

In the event the ACC or the Association determines that the Builder has violated the deed restrictions, the Builder Guidelines, or has otherwise caused damage to the Association's common areas, streets, or other property in Lake Olympia, the ACC from time to time, and without prejudice to any other remedy, may use the Compliance Deposit to discharge any fines or penalties imposed by the Association or the ACC as a result of such violation, or repair any

damage caused to the Association's common areas, streets, or other property in Lake Olympia. If the balance of the Compliance Deposit reaches \$500 or less as a result of such application, the Builder, upon request of the Association, shall immediately deposit the amount necessary to restore the original balance of the Compliance Deposit. Any portion of the Compliance Deposit due to be returned to a Builder and/or Owner will only be returned after the Builder and Owner conduct a final walk-thru with a Lake Olympia representative (ACC member, Board member, or approved Association representative such as property manager) and all aspects of construction are complete including, but not limited to, painting per approved plans, installation of all approved fencing and completion of all approved landscaping throughout the entire Lot. No interest shall be payable upon the Compliance Deposit.

The Board of Directors or ACC retain the right, in their sole and absolute discretion, to refuse the Builder the right to build a home, second home, or start additional construction, based upon the Builder's prior conduct.

PLEASE NOTE: THE HOME SHALL NOT BE OCCUPIED UNTIL THE ACC DOES A FINAL WALK-THROUGH AND CHECKS FOR FULL COMPLIANCE. (ANY ISSUES MUST BE REMEDIATED BY BUILDER PRIOR TO MOVE-IN AND REFUND OF DEPOSIT.)

The Board of Directors or ACC retain the right, in their sole and absolute discretion, to revoke a Builder's approved status at any time for any reason.

Adopted this _____ day of _____, 2024, by the Board of Directors of the Association.

LAKE OLYMPIA CIVIC ASSOCIATION

By: _____

Print Name: Jonathan Winfile,
President of the Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was **acknowledged** before me, on the _____ day of _____, 2024, by Jonathan Winfile, President of the Board of Directors of LAKE OLYMPIA CIVIC ASSOCIATION, a Texas Non-Profit Corporation.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

**ALL OF THE ABOVE PROVISIONS ARE HEREBY
ACCEPTED AND AGREED TO BY:**

Signature of Builder Date

Signature of Homeowner Date

Proposed Completion Date

Proposed Construction Start Date

5.

Lake Olympia Civic Association

**Resolution Adopting Additional Builder
Guidelines with Exhibit A**

LAKE OLYMPIA CIVIC ASSOCIATION
Resolution Adopting Additional Builder Guidelines
April 2024

The undersigned, being a duly authorized representative of Lake Olympia Civic Association, a Texas Non-Profit Corporation pursuant to Chapter 22 of the Texas Business Organizations Code, adopt the following resolution at a duly called board meeting:

RESOLVED, that upon careful consideration and deliberation, with all motions being correctly proposed and seconded, the Board of Directors unanimously adopt the following Additional Builder Guidelines:

Additional Builder Guidelines

General Overview

- a. Lake Olympia is an exclusive private residential community in Missouri City. As a result, the construction regulations at Lake Olympia are more stringent than those typical of developments in this region.
- b. Construction access will be limited to designated and identified construction personnel.
- c. Because there are no established time limits for lot owners to begin new home construction in Lake Olympia, the new home construction period will occur on some in-fill lots after adjacent homes have been completed and occupied. Therefore, inherent to any construction process must be kept to a minimum, while allowing for the reasonable construction and completion of residential improvements.
- d. These construction rules are designed to protect the current residents and will be enforced during the construction period of all residential improvements at Lake Olympia. Compliance with these regulations requires a sincere effort to be familiar with rules and continued diligence in abiding by them.
- e. The Contractor shall, in any event, complete all construction of improvements to the homesite within 9 months after commencing construction, except when such completion is impossible or would result in hardship to the Owner due to labor strikes, fires, national emergencies or natural calamities.

Construction Activity Zone

- a. The Construction Activity Zone is the area in which all activities related to building a home must occur. No construction activity may take place outside of this area at any time.
- b. The Contractor is responsible for requiring construction personnel to refrain from

parking, eating or depositing rubbish or scrap materials (including concrete washout) on any neighboring homesite, lot, or anywhere outside of the Construction Activity Zone.

- c. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

Tree Protection

- a. Strict compliance is required on all provisions for preservation of trees as detailed in the governing documents for Lake Olympia and the various neighborhood sections. Please note that certain sections have additional requirements related to tree protection.
- b. Trees and other significant natural features to be saved must be protected at all times by four-foot high vinyl vegetation protection fencing placed along the drip lines of each tree. In the alternative, vinyl fencing may be placed so as to protect an entire area of the lot where trees are to be saved.
- c. If tree roots are encountered during excavation, they should either be covered immediately with burlap or kept moist until the soil can be replaced or the smaller roots should be trimmed and the ends coated with, a substance that reduces the uptake of pathogens through the roots.

Vehicular Parking/Construction Trailers

Construction crews may not park on, or otherwise use, undeveloped portions of homesites or open space. All vehicles should be parked within the Construction Activity Zone. During busy construction periods involving multiple trades, where all construction vehicles cannot be confined to the Construction Activity Zone, the overflow vehicles may be temporarily parked along the edge of the roadway. Vehicles may park along one side only to allow continual unconstrained access by normal traffic and emergency vehicles, such as fire trucks. Vehicles may not park on neighboring homesites, in nearby driveways, open space, or along any street frontage bordering occupied residential properties.

No fishing, trespassing in wetlands, dumping or any other use of the lakes is permitted at any time.

Materials / Deliveries

All building materials, equipment and machinery required to construct a residence on any homesite at Lake Olympia must be delivered to and remain within the Construction Activity Zone of each homesite, clear of all setbacks. This includes all building materials, earth-moving equipment, generators, mixers and any other equipment or machinery that will remain overnight. Material delivery vehicles may not drive across adjacent home sites or common areas or drop deliveries in a roadway or right-of-way.

Refuse Receptacles / Refuse Removal

- a. The Contractor shall clean up all refuse and debris at the end of each day. A commercial dumpster may remain on the site during active construction for the purpose of containing all waste materials or packaging. The receptacle should be clear of setbacks, rights-of-way, and neighboring properties. If it is shown that a construction site cannot accommodate a dumpster and its emptying enclosure may be used, but it must be emptied when full. No trash shall be placed in an open pile on the job site.
- b. Refuse receptacles must be emptied on a timely basis to avoid overflow of refuse. Disposal must be at a suitable state-approved off-site facility. Owners and Contractors prohibited from dumping, burying, or burning refuse anywhere on the homesite or in Lake Olympia. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site and legally disposed of upon completion of the work of each trade that has generated the debris.
- c. All concrete washouts, from both trucks and mixers, must occur back at the concrete plant and not within the lot. Washout in road rights-of-way, setbacks, natural areas or on adjacent properties is strictly prohibited.
- d. During the construction period, each construction site must be kept neat and be properly policed to prevent it from becoming a public eyesore or detriment to other homesites or open space. Any clean-up costs incurred by Lake Olympia in enforcing these requirements shall be payable by the Contractor and lot owner, jointly. Dirt, mud, or debris resulting from activity on each construction site must be removed regularly from public or private roads or other portions of Lake Olympia.

Excavating and Grading

- a. All site grading must be kept to the minimum necessary to accommodate the construction of tire residence.
- b. Water runoff and control is the responsibility of each lot Owner. All lots must have positive drainage away from the house and runoff directly to the natural drainage areas or storm drainage facilities provided to said lot.
- c. Caution must be observed when altering the existing grades around trees. Two common disturbances which will likely kill trees are the compaction of roots from heavy equipment and cutting or filling natural grades within the drip line.
- d. All trenches are to be filled and compacted to remain level with adjacent land.

OSHA and State, Federal, and Local Regulations

All applicable national Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times. In addition, all State, Federal, Local, and Municipal regulations must be complied with, including any and all occupancy regulations.

Sanitary Facilities

The Contractor is responsible for providing adequate sanitary facilities for their construction workers. A portable toilet must be located within the Construction Activity Zone, clear of all setbacks. A portable toilet may be shared by workers at more than one construction site in the same section.

Signs

- a. One temporary project site identification/street address sign is required during the construction phase. This sign must be located on the subject homesite facing the street. It must identify the project site by street address, may identify the architect and contractor by name with address and telephone number(s) and may identify the owner's name. The Fort Bend County Building Permit must be affixed to the back face of the sign,
- b. Individual signs or construction sign attachments identifying individual subcontractors, trades people, or suppliers are prohibited.
- b. Attachment of any signs or similar material to trees is strictly prohibited.

Declarations and Guidelines

Contractor and Owners shall comply with all provisions of the Declarations and Guidelines.

Dock Requirement Specifications

If applicable, Contractor and Owners shall comply with the "Lake Olympia Dock Permit Guidelines" attached hereto as Exhibit "A" which are incorporated by reference as if fully set forth herein.

Restoration of Property

The Owner and Contractor will be held jointly and severally liable for the cost of site restoration/re-vegetation and refuse removal necessitated on any and all properties within Lake Olympia damaged as a result of the construction activity.

Enforcement

- a. Any damage to streets and curbs, drainage inlets, street lights, street markers, mailboxes, walls, fences, etc. will be repaired by LOCA (after notice and failure to repair by the contractor or owner) and such costs will be billed to the Contractor and lot Owner. The costs will be deducted from the Builder deposit. If the Builder deposit is not sufficient to cover the costs, then the additional amount will be charged to the lot Owner's maintenance fund account and collected in like manner as past due assessments.

- b. If any telephone, cable TV, electrical, water, or other utility lines are cut, it is the responsible party's obligation to report such accident to Association personnel within 30 minutes.
- c. Lake Olympia Civic Association ("LOCA") intends to enforce these regulations. Notification of violation will be sent to the Contractor and Owner defining those items not in compliance with the rules and regulations. Upon receipt of the notification, the involved parties have five (5) working days to correct the situation or LOCA will take the necessary actions to correct the violation. Corrective action could include, but is not limited to, charging the Owner for the corrections performed by LOCA and withholding construction review until the violations are corrected.

PLEASE NOTE: THE HOME SHALL NOT BE OCCUPIED UNTIL THE ACC DOES A FINAL WALK-THROUGH AND CHECKS FOR FULL COMPLIANCE. (ANY ISSUES MUST BE REMEDIATED BY BUILDER PRIOR TO MOVE-IN AND REFUND OF DEPOSIT.)

Adopted this _____ day of _____, 2024, by the Board of Directors of the Association.

LAKE OLYMPIA CIVIC ASSOCIATION

By: _____

Print Name: Jonathan Winfile,
President of the Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was **acknowledged** before me, on the _____ day of _____, 2024, by Jonathan Winfile, President of the Board of Directors of LAKE OLYMPIA CIVIC ASSOCIATION, a Texas Non-Profit Corporation.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

*See Exhibit "A"

EXHIBIT "A"

LAKE OLYMPIA DOCK PERMIT GUIDELINES

TO WHOM IT MAY CONCERN: Palmer Plantation Municipal Utility District No. 2 ("District") in Lake Olympia, Missouri City, Texas, have further clarified the procedure for a Lake Olympia Homeowner to install and maintain a Homeowner dock or pier ("Dock") that extends into a Waterway of Lake Olympia.

SCOPE: Work authorized by this Dock Permit is limited to a dock extending from a Waterway Lot. The proposed work must be part of a single and complete project to be completed within thirty (30) days of the start of the construction and within six (6) months of the effective date of this Dock Permit.

A Homeowner desiring to construct a dock must first get written approval (Dock Permit) from the Lake Olympia Civic Association's Architectural Control Committee (LOCA's ACC), prior to any construction. The Homeowner must prepare a detailed site plan (including the proposed location of the Dock and the Homeowner's property lines, a description of the size, shape and materials for the Dock and the identity of the contractor) and submit it to the ACC. A site visit will be done to review the proposed location to ensure compliance with the regulations and to ensure minimal damage to vegetation.

A single, pile-supported Dock may be constructed from a Homeowner's lot into the Waterway; and the Dock shall:

- (1) be positioned to minimize the type and amount of vegetation to be cleared;
- (2) be set back a minimum of three feet (3') from the common boundary line of adjoining properties;
- (3) not extend beyond a line that is an extension of the common boundary line of adjoining properties;
- (4) for non-bulkheaded lots, be a maximum of four feet (4') in width, for the boardwalk, not exceed six feet (6') in depth and ten feet (10') in width at the Waterway end of the boardwalk; and extend into the adjacent Waterway no more than ten feet (10') beyond the aquatic vegetation line except for property on the narrow channels which will be handled on a case-by-case basis to prevent obstruction of traffic in the channels;
- (5) for bulkheaded lots, not exceed ten feet (10') in depth into the Waterway and twenty feet (20') in width against the bulkhead;
- (6) be no higher than two feet above the normal water surface elevation of the Waterway;
- (7) be constructed of concrete, masonry, stone, rock or timbers treated by a wood preservative; and
- (8) be properly maintained on a continuing basis.

A maximum of a ten-foot wide area of vegetation may be cleared for the purposes of constructing and maintaining the approved Dock. Clearing means

cutting not digging. Excavation or fill within a Waterway is strictly prohibited. Installation of bulkheads and changes in the topography of the existing shoreline and adjacent land within twenty feet (20') of the existing shoreline is strictly prohibited. No mechanized machinery is allowed in the wetlands and no mechanized machinery except on a barge or boat is allowed in the Waterway for construction/maintenance of the Dock.

The Homeowner shall be financially liable for any damages and costs (including restoration) resulting from a violation of the Dock Permit obligations. Failure to obtain the required Dock Permit from the ACC for dock construction can result in the removal of the dock and restoration of the vegetation at the Homeowner's expense.

LAKE OLYMPIA DOCK PERMIT

Permit Number: _____

Permittee Name: _____

Project Location: _____

Issuing Organization: _____

Effective Date: _____

The "Issuing Organization" refers to the Lake Olympia Civic Association's Architectural Control Committee (LOCA's ACC) which has jurisdiction over the permitted activity as authorized by the Palmer Plantation Municipal Utility District No. 2 (MUD).

Permittee is authorized to perform work in accordance with the following terms and conditions:

PROJECT DESCRIPTION: Work authorized by this Dock Permit is limited to the Permittee's individual dock on the Permittee's Waterway Lot at the above-cited Project Location (the "Dock").

PERMIT CONDITIONS:

1. The Permittee agrees to the terms and conditions included in the **SCOPE** section of the Guidelines and additional terms and conditions as cited below.
2. The Permittee agrees to adhere to the terms and conditions of the Corp of Engineers wetlands permits (application #16350 and 16350-1) and all applicable Federal, state and local laws.
3. The Permittee agrees to construct and maintain in good order the Dock authorized by this Dock Permit in conformance with the terms and conditions of this Dock Permit.

4. The use of the Dock must not interfere with the right of other Lake Olympia residents to use Lake Olympia.
5. The Permittee must allow representatives from LOCA, the ACC and/or the MUD to inspect the authorized Dock at any time during normal business hours to ensure that it is being or has been constructed and maintained in accordance with the terms and conditions of this Dock Permit.
6. This permit does not obviate the need to obtain Federal, state or local authorizations required by law for the construction and/or maintenance of the Dock.
7. This Dock Permit does not grant any property rights to Permittee.
8. This permit does not authorize any injury to the property or rights of others.
9. Limits of Liability: in issuing this permit, the MUD, LOCA and the ACC do not assume any liability for the following:
 - a. Damages to the Dock or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to persons, property or to other permitted or unpermitted activities or structures caused by the activity authorized by this Dock Permit.
 - c. Design or construction deficiencies associated with the permitted work.
 - d. Damage claims associated with any future modification, suspension or revocation of this Dock Permit.
10. Should the Permittee wish to remove or to cease maintenance of the Dock, the Permittee must obtain authorization from the ACC, which shall require removal of the Dock at the Homeowner's expense and may require restoration of the area at the Homeowner's expense.

ACCEPTED BY:

AUTHORIZED BY:

Permittee: _____
(printed name)

ACC rep: _____
(printed name)

Permittee: _____
(signature)

ACC rep: _____
(signature)

Date: _____

Date: _____

**ALL OF THE ABOVE PROVISIONS ARE HEREBY
ACCEPTED AND AGREED TO BY:**

Signature of Builder Date

Signature of Homeowner Date

Proposed Completion Date

Proposed Construction Start Date

6.

Lake Olympia Civic Association

New Build Checklist

LAKE OLYMPIA CIVIC ASSOCIATION
NEW BUILD CHECKLIST
April 2024

 New Build Application

 \$7500* Compliance Fee (*\$5000 subject to be refunded if all provisions of the deed restrictions and builder guidelines have been complied with. \$2500 will be kept by the association.)

***All Drawings are to be dimensioned in a PDF format, product data links provided for exterior material selections, application and submitted in a Drop Box link or Zip File. Multiple emails or miscellaneous attachments will not be accepted. Two complete ½ size sets of construction drawings and actual samples of exterior material selections or color board are to be provided to the LOCA offices with the application and applicable fees. Incomplete applications will be returned. Note, applicant is responsible for additional review fees for incomplete or inaccurate applications not in compliance with the restrictions and guidelines. Only a complete set of construction drawings and selections will be reviewed.**

Applications must contain the following construction drawing and material selection information. Check each for compliance:

- Tree Plot for Tree Preservation Plan**
- Footprint overlay of trees that will be removed + trees that will remain**
- Diameter of all trees**
- Circumference of all trees**
- Plat with home footprint, build lines, setbacks, easements, property corners + fence clearly marked. Drainage plan with flow lines to be included on site plan.**
- Engineered drawings- structural, foundation and detail sheet- signed and sealed by P.E.**
- Electrical plans and A/C ground mounted units located on site plan**
- Plumbing plans**
- Architectural Elevations-front, rear, sides. Include plate and ridge heights**
- Fence height + material + the front and side lot lines for fencing as described in Section 6.2 of the Restrictions.**
- Landscape plan including material, sizes, quantities**
- Color rendering of front elevation of home**
- Paint colors selections (manufacturer name and number or color name)**
- Stucco color selections**
- Stone selection**
- Window style example**
- Roof material + color**
- Front door example**
- Exterior lighting fixture example**
- Garage sample**
- Driveway enhancements (pavers, etc.)**
- Dock requirements (if any) met.**

PLEASE NOTE: THE HOME SHALL NOT BE OCCUPIED UNTIL THE ACC DOES A FINAL WALK-THROUGH AND CHECKS FOR FULL COMPLIANCE. (ANY ISSUES MUST BE REMEDIATED BY BUILDER PRIOR TO MOVE-IN AND REFUND OF DEPOSIT.)

Clearing of lot or construction may NOT begin until full approval is granted from the ACC, all fees paid, and a project contract signed.

**ALL OF THE ABOVE PROVISIONS ARE HEREBY
ACCEPTED AND AGREED TO BY:**

Signature of Builder Date

Signature of Homeowner Date

Proposed Completion Date

Proposed Construction Start Date

7.

Lake Olympia Civic Association

**New Construction Agreement between Lake
Olympia, Homeowner and Builder**

[LAKE OLYMPIA LETTERHEAD]

Date

Owner Name

Owner Address

Builder Name

Builder Address

Re: **NEW CONSTRUCTION AGREEMENT
Between Builder/Owner and Lake Olympia Community
Association (the "Association")
New Home Project at *{property address}***

Dear Owner and Builder:

Pursuant to your New Home Application submitted regarding *{property address}* (hereinafter the "Project"), the parties agree as follows:

1. Any approval is subject to compliance by the *{Builder Name}* (hereinafter "Builder") and Owner(s) with the construction of the improvements in accordance with the plans and specifications submitted to and approved by the Association's Architectural Control Committee (hereinafter "ACC").
2. Any approval is further subject to compliance by the Builder and/or Owner with all guidelines and home building requirements, copies of which are attached hereto, obtained online, or which have been provided to you.
3. Your construction project must be inspected for covenant compliance in accordance with the Association's inspection policy. If the Project is found to be not in compliance, a Certificate of Non-Compliance shall be filed of record in the Fort Bend County records.
4. By signature below, both Builder and Homeowners acknowledge their understanding of the approval process and agree to abide by the process set forth in the Builder Qualification Guidelines, Additional Builder Guidelines, the Declaration(s), and all other guidelines and policies, a copy of which is either attached hereto and incorporated by reference herein, obtained online, or has been provided to you.

Any approval is issued conditionally subject to the following terms specific to the Project:

1. *{items specific to this application, if any}*
2. A form survey must be provided to the ACC prior to the slab being poured, verifying that there are no encroachments or violations to the covenants or setback restrictions. The slab elevation must be noted on the survey to be accepted by the ACC. If the top of the slab is below the nearest manhole cover on the sewer line serving the residence, the ACC Committee must be consulted and a back flow preventer may be required to

____ LOCA Initials ____ Owner Initials ____ Owner Initials ____ Builder Initials

be installed in the sewer line between the sewer main and the home. The ACC Committee must approve the number of allowable feet of exposed slab to be constructed above natural grade (typically no more than one foot (1')). A stepped-down brick ledge may need to be constructed to reduce exposed slab where appropriate.

3. Concurrent with this agreement, Builder and/or Owner shall pay a \$7,500.00 Compliance Deposit, per home, of which \$2,500.00 is not subject to being refunded. The remaining 5,000.00 will be refunded after satisfactory completion of the Project less all costs and fees used to enforce the deed restrictions as necessary during and after the construction of a home. Items to be reviewed include, but are not limited to the following:
 - a. Compliance with ACC's requirements on satisfactory site conditions throughout the construction period, repair of any broken curbs and acceptable installation of drainage and landscaping in accordance with approved plans.
 - b. Compliance with any and all of the terms contained in this Builder agreement, the Builder Qualification Guidelines, Additional Builder Guidelines, the Declaration(s), and all other guidelines and policies, a copy of which is either attached hereto and incorporated by reference herein, obtained online, or has been provided to you.
 - c. Compliance with Association's tree protection and preservation policy.

During the construction period, Builder shall be given 5 days' written notice and opportunity to remedy any violations of the foregoing policies prior to the Association's use of the Construction Deposit to defray the costs of such remedy.

4. Builder must obtain all required governmental permits prior to construction.
5. **All construction must be in conformance with all policies and guidelines adopted by the Association and Owner(s) and Builder hereby agree to abide by ALL of them.**
6. Any approval shall be valid for **nine (9) months** from the date of this agreement. If construction has not begun within nine (9) months **from** the date of this agreement, any approval is void and all drawings and specifications must be submitted for review.

Any approval granted is further subject to the following special provisions, which are hereby agreed to by Builder:

1. Grading of land must be in compliance with the Builder's submitted drainage plan for the lot. Proper soil treatment must be given to the soil below the slab to protect against termite damage.
2. All air conditioners/heat pumps are prohibited in the front and side yards facing the streets

____ LOCA Initials ____ Owner Initials ____ Owner Initials ____ Builder Initials

of all residences. All air conditioners/heat pumps must be located so as not to be either visually or acoustically intrusive to adjacent residences.

3. The roof shingles must be Architectural Grade with a manufacturer's warranty of 30 years or better, and the tone and color of which must be approved in writing by the ACC.
4. A portable toilet facility must be provided for the workers in accordance with state and local laws.
5. The building site must be kept clean and neat at all times. Trash containers must be provided by the contractor for use by workers and trash must be removed from the site at least weekly. Construction debris shall be picked up on a daily basis and removed from the site at least weekly.
6. Safety fencing must be installed along the side and rear property lines at a height of 4' with steel "t" posts every 8' to secure fencing. The fence must be maintained in a neat and orderly manner throughout the construction process. Silt fencing must also be installed on the downslope property lines until such time as landscaping is completed.
7. Builder must submit to the ACC a landscaping plan along with a plant list of 2 or 3 alternatives for a particular varietal, for review prior to the initial planting and prior to occupancy of the new home.

The following general provisions shall apply to this agreement:

1. This agreement may not be assigned by the Builder without the express written consent of the ACC.
2. Approval by the ACC, the Board or the Association, or any of their respective officers, directors, agents, managers, members, successors or assigns, or the execution of this agreement, is not intended as any kind of warranty or guarantee as to the integrity or workability of the plans submitted, the construction, or the contractors used. The granting of approval by the ACC is only an expression of opinion by the ACC that the plans submitted by Builder and/or Owner substantially comply with the terms and provisions of the restrictions, guidelines and other dedicatory instruments pertaining to the Association. The Association makes no warranties whatsoever with regard to quality of construction or habitability.
3. The Association is not responsible for the quality of Builder's construction, or Builder's compliance with any applicable codes. Any construction not in conformity with the plans and specifications as herein approved shall be at Builder and/or Owner's risk. The Builder and Owner are hereby on notice that failure to construct improvements in accordance with the plans and specifications submitted and approved may result in the Association's recording of a certificate of non-compliance and/or seeking available legal remedies.

____ LOCA Initials ____ Owner Initials ____ Owner Initials ____ Builder Initials

**LAKE OLYMPIA CIVIC ASSOCIATION, INC.
ARCHITECTURAL CONTROL COMMITTEE**

Printed Name

Date

AGREED and ACCEPTED by:

BUILDER (signature)

Date

(Print Name and Company)

Address & Phone

OWNER (signature)

Date

(Print Name)

Address & Phone

OWNER (signature)

Date

(Print Name)

Address & Phone

___ LOCA Initials ___ Owner Initials ___ Owner Initials ___ Builder Initials

8.

Lake Olympia Civic Association

Indemnity and Hold Harmless Agreement

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement is executed on the date written below, by and between Lake Olympia owner(s) _____ (the “OWNER(S)”), _____ (THE “BUILDER”) a Texas corporation and its agents, employees, officers, directors, assigns, representatives, etc., and LAKE OLYMPIA CIVIC ASSOCIATION, a Texas non-profit corporation, and its agents, employees, officers, directors, assigns, representatives, etc. (the “ASSOCIATION”), hereinafter collectively referred to as the “PARTIES”. In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

WHEREAS, the BUILDER has contracted with the OWNER(S) to build a new construction home in the Association; (the “WORK”); and

WHEREAS, it is the desire of OWNER(S) and BUILDER to indemnify and hold harmless the ASSOCIATION from any and all claims with regard to and arising out of the WORK.

NOW THEREFORE, the Parties agree that the BUILDER and OWNER(S), their agents and/or heirs, successors and assigns, shall indemnify the ASSOCIATION and its members, directors, officers, employees and agents, and hold it harmless from and against any direct and indirect claims, settlements, damages, liabilities, costs and expenses (including, without limitation, attorney's fees, costs of defense, incidental damages and consequential damages) asserted against or incurred by or on behalf of the ASSOCIATION with regard to any and all claims made in regard to or arising out of the WORK.

The OWNER(S) and BUILDER agree to bear the sole financial responsibility with regard to any claims presented by any party with regard to the Work.

THE BUILDER AND OWNER(S) COVENANT NOT TO SUE AND WILL PROTECT, INDEMNIFY AND SAVE AND HOLD THE ASSOCIATION HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND AND CHARACTER INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE AND ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES ON ACCOUNT OF INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY IN ANY WAY ARISING OUT OF OR RELATING TO ANY ACTIONS RELATED TO THE WORK BY BUILDER FOR, OR ON BEHALF OF THE OWNER OR ASSOCIATION OR ON THE PREMISES, INCLUDING, BUT NOT LIMITED TO, THE WORK PERFORMED UNDER ANY AGREEMENT BY THE BUILDER OR ACTIONS TAKEN BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE BUILDER OR THE ASSOCIATION. THE BUILDER AND OWNER(S) FURTHER AGREE TO HOLD HARMLESS AND TO INDEMNIFY THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AND EMPLOYEES AGAINST ANY AND ALL CLAIMS, DENIALS, SUITS, SETTLEMENTS, JUDGMENTS, COSTS, PENALTIES, REASONABLE ATTORNEY'S FEES, AND EXPENSES OF WHATSOEVER KIND RESULTING FROM OR ARISING OUT OF ANY ACTIONS OR OMISSIONS OF THE BUILDER, OWNERS, AND/OR ASSOCIATION OR ITS EMPLOYEES ACTING ALONE OR IN COLLUSION WITH OTHERS RELATED TO THE WORK.

THE ASSOCIATION, ITS EMPLOYEES, SERVANTS AND/OR AGENTS, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE OWNER(S) AND BUILDER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, INCLUDING INVITEES, LICENSEES, AND TRESPASSERS, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE ACTIONS, NEGLIGENCE, GROSS NEGLIGENCE, OR PERFORMANCE OF BUILDER RELATED TO THE WORK, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE ASSOCIATION, OR ARISING OUT OF, OR OCCASIONED BY, ANY CONDITION OR FAULT THAT NOW EXISTS ON THE PREMISES WHERE WORK IS TO BE PERFORMED.

9.

Lake Olympia Civic Association

Architectural Control Committee Overview

Architectural Control Committee Overview

Per Lake Olympia Declaration of Covenants, the primary duties of the Acc shall be to review, and control, the architectural and environmental appearance of the Subdivision in accordance with the declaration of Lake Olympia.

Members are appointed by the Board and serve as long as the Board chooses. Members have the same coverage and immunities as officers and directors of the Association. There will be five members of the committee.

The Declaration of Covenants says the ACC can reject or choose not to approve any request that does not comply with the restrictions in the Declaration, meet minimum construction requirements or architectural design requirements or "that might not be compatible, in its judgement, with the overall character, design or aesthetics of the Subdivision." The latter part is key to review and approval.

The ACC has 30 days to approve a request and if they do not do so in that period, the request is considered approved as submitted. If more information is needed or the application is insufficient, the 30-day clock is stopped. Another 30-day period begins when the requested or corrected materials are received from the homeowner.

ACC members get an email notification when a new project is uploaded by the management agent in the review software system. They also receive an email when another member reviews or comments. Members should go to the review program as soon as possible to review and vote on each project.

Three votes in favor or against the request complete the process. The homeowner is then notified of the approval or rejection by the management agent.

ACC members should be computer literate and have access to a laptop or desktop for the review process, be a property owner in Lake Olympia, have a good "eye" for design, styles and colors, and adhere to the basic guidelines of the Declarations that address fence heights, additions, garage configurations and other items.

Some basics to remember when reviewing applications:

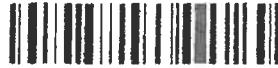
- Changes to a home should be "harmonious" with the houses around them and in Lake Olympia as a whole.
- The ACC can approve a change that is not in keeping with the declaration as a "variance", but must have reasons to justify the variance. An example would be that a corner house is required to have 4 hardwood trees – a variance could be granted if there is not sufficient yard space for all 4.
- Palm trees of any kind are not hardwood trees and do not fulfill the tree requirement.
- Fences cannot be any higher than 6'. On most islands, the height is lower in the backyard at 4', and metal is required. Check the specific restrictions for each section either online or at the office.
- On lake lots, a homeowner cannot place any structure, fence or hedge in the backyard that blocks the view of their neighbors.
- Most areas allow for a second story to be added to a garage. However, only family members or paid household staff are allowed to live in additional structures. Lake Olympia is a single-family development.
- Commercial businesses cannot be run from a home in Lake Olympia

- New builds should be VERY carefully evaluated to make sure ALL elements are in harmony. Elements include front door, garage doors, exterior lighting, brick/stone; etc.,.
- No new home or major addition to a home will be reviewed by the ACC before the association's Architect has reviewed and approved.
- No dock will be reviewed by ACC until a Lake Committee member has reviewed and ensured it fits the required standards of LOCA and the MUD.
- No animals are allowed in Lake Olympia other than domestic pets, so we cannot approve chicken coops or other structures for livestock.
- As a matter of tradition, houses on Swan Isle will have stucco/plaster or brick on the back of the house – no hardi plank allowed in this upscale area.
- In general, garage doors match the trim color of the home; however, this has to be VERY closely evaluated with the new trend of white houses with black trim. Again, what they propose must be harmonious with the area.
- Driveways are designed to be single wide or double wide when the house is built. We try to avoid adding concrete to make a single, a double and the concrete usually starts no farther forward than the front set back of the house, running back to the garage. The added concrete should not be too close to the neighboring property line and taper down to meet the driveway.

10.

Lake Olympia Civic Association

**Architectural Review Authority
Policy and Charter**

**BOARD OF DIRECTORS****Lake Olympia Civic Association****ARCHITECTURAL REVIEW AUTHORITY POLICY AND CHARTER**

Texas Senate Bill 1588 requires an association to form an Architectural Review Authority (ARA). The ARA is defined as the governing authority for the review and approval of improvements within an association which pre-empts any previous committee or procedure provided for in an association's governing documents.

An ARA is not required for associations with less than 40 lots and does not apply during a development period.

The Board of Directors of the Lake Olympia Civic Association ("Association") hereby adopts the following policy, resolution, and guidelines:

1. The ARA shall operate using the ARA Charter.
2. A person may not be appointed or elected to serve on the ARA if the person is:
 - a. A current board member
 - b. A current board member spouse
 - c. A resident in a current board member's home
3. A decision made by the ARA may be appealed to the board
4. A written denial must be sent to the owner by certified mail, hand delivery, or electronically. The denial and hearing process will be followed as outlined in the ACC Denial and Appeal Policy.

ARCHITECTURAL REVIEW AUTHORITY CHARTER

Authority Membership: Three (3) non board member, non-board home resident association member

Term of Office: One (1) year from date of appointment. Each and any of the ARC Member's term may be renewed for another year by the then current Board.

Purpose: The purpose of the Architectural Review Authority (ARA) is to consider and act upon any and all Applications, plans and specifications submitted for structural improvement, alteration or addition to the submitting homeowner's property.

Duties:

- ARA shall consider and act upon any and all plans and specifications submitted for approval.
- ARA shall approve an Application if it is deemed by a majority of the Committee Members that the construction, alteration or addition is in compliance with the deed restrictions and guidelines outlined in the association governing documents, policies, and regulations.
- ARA shall approve an Application provided that the upkeep and maintenance of the proposed change or improvement will not become a burden on the association.

- ARA shall notify the Applicant that he/she has a right to appeal a denied Application directly to the Board.
- ARA may inspect approved improvements once completion occurs.
- ARA may condition or approve with stipulation its Application approval upon any or all of the following as may be appropriate:
 - (1) Changes or additions to the Application which ARA deems appropriate in order to approve the Application;
 - (2) Security acceptable to the Corporation against a mechanic's lien or other encumbrance;
 - (3) Agreement to grant an easement to the Corporation for required maintenance, if warranted;
 - (4) Agreement to install at the Applicant's sole cost water, gas, electrical or other utility meters to measure any increased consumption, if warranted;
 - (5) Agreement to reimburse the Corporation for any maintenance cost the Corporation may incur as a result of the improvement;
 - (6) Agreement to complete the proposed work within a stated period of time.

Authority

- ARA will receive and review architectural plan submissions from members requesting improvements, modifications and/or alterations to any portion of any Separate Interest which may be subject to architectural approval as provided for in the association's Governing Documents.
- ARA shall consider an Application complete when it has received all plans, specifications, materials and any other requested information necessary to properly review the Application.
- ARA shall notify the Applicant of ARA's decision to approve or deny the Application within thirty (30) days receipt of a completed application.
- If the Applicant fails to respond to ARA's request for additional information within thirty (30) days from ARA's written request for such information, ARA may close its file and notify the Applicant that the Application is denied based on incompleteness.
- ARA may recommend a variance from compliance, including restrictions on height, size, floor area or placement of structures when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations apply.
- ARA may monitor the community on a quarterly basis to detect improvements made or in process of completion since the last inspection. If an ARC Application has not been received or a general variance has not been approved previously, the ARA can notify the board and/or managing agent of the violation. The board or managing agent will notify the owner.
- ARA shall not take any enforcement action, e.g, assess a fine, request a homeowner hearing or other action without prior Board Approval.
- ARA shall maintain detailed records of all submissions, reviews and correspondences.
- ARA to schedule, notice, and hold Meetings as may be necessary to facilitate any and all functions of the Authority as outlined by this Charter and/or as requested and/or approved by the Board of Directors.

- ARA to record, Draft and submit copies of the Minutes of any meeting(s) to the Board of Directors for review and approval of placement into the association's Book(s) of Minutes.
- ARA to recruit, interview and submit volunteer recommendations to the Board of Directors for appointment of additional Authority Members as may be necessary to the Authority and its needs.
- ARA to provide an annual review and recommendation report to the Board of Directors as it may relate to the Authority's activities and actions of the prior year. Report shall also outline any requests for funding which are anticipated as necessary for the continuing function of the Authority. This report shall be submitted to coincide with Budget preparation and approval. Generally, no later than August 1st of any fiscal year.
- At no time shall the Authority or its individual Members have authorization to interfere with, direct or otherwise control any actions or procedures as they may relate to a Member's vendor(s) or their contracts.

Reporting Procedure:

The Authority shall report directly to the Board of Directors and applying Members through the management company.

ARC Committee Members shall receive no compensation for services rendered, other than Board approved reimbursement for expenses incurred in the performance of duty.

Owners have the right to a hearing to appeal the decision by the ARA. Please refer to the association's adopted ACC Denial and Appeal Policy.

CERTIFICATION

"I, the undersigned, being a Director of the Lake Olympia Civic Association, hereby certify that the foregoing was adopted by at least a majority of the Lake Olympia Civic Association board of directors, at an open and properly noticed meeting of the board, at which a quorum of the board was present."

Print name: Jonathan Winfile Title: President

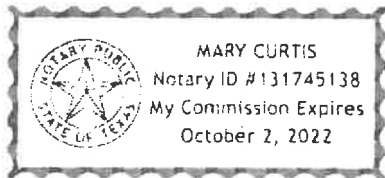
Signature: *Jonathan Winfile*

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 20 day of August, 2021.



Mary Curtis
Notary Public, State of Texas

RETURNED AT COUNTER TO:
MARY CURTIS
102 ISLANDS BLVD
MUSKOGEE, ALA 36459

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Laura Richard
Laura Richard County Clerk
Fort Bend County Texas
August 27 2021 03:02:48 PM



11.

Lake Olympia Civic Association

ACC Denial and Appeal Hearing Policy



Lake Olympia Civic Association

ACC DENIAL AND APPEAL HEARING POLICY

All terms used herein that are defined in Chapter 209 of the Texas Property Code shall have the meaning as defined in the statute.

Section 209.00505 of the Texas Property Code was added to provide a new Architectural Review Authority to review owner applications for improvements to their property in property owners' associations. These new changes also outline procedures for notifying an owner of a denial of a submitted architectural application and permitting an appeal of a decision by the architectural review authority denying or requesting modifications of an application.

The Association hereby adopts and imposes on the Association the following policies, rules, and regulations:

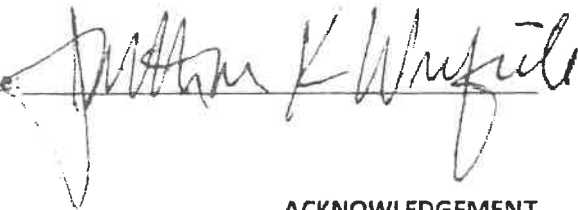
1. A written notice of the denial must be provided to the owner by certified mail, hand delivery, or electronic delivery.
 - a. The denial notice will describe the basis for the denial in reasonable detail and describe changes, if any, to the application or improvements required as a condition to approval.
 - b. The denial will inform the owner that the owner may request a hearing with the board on or before the 30th day after the date the disapproval notice was mailed or delivered to the owner.
2. An owner requesting a hearing appealing a denial will request a hearing in writing by mail, electronic mail or hand delivery. Such request must be delivered to the Association's address or electronic mail address provided on the most recently filed management certificate.
3. The board will hold a hearing no later than the 30th calendar day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th calendar day before the date of the hearing.
 - a. Only one hearing is required.
4. During a hearing, the board or the designated representative of the association and the owner or the owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial and/or the requested changes of the owner's application.
5. The board or the owner may request a postponement of the hearing. If requested, a postponement shall be granted for a period of not more than 10 days.
 - a. Additional postponements may be granted by agreement of the parties.
6. All hearings will be held in private. The board will consider and vote upon the outcome of the hearing in an open meeting for which notice was provided to the members.
 - a. The association or the owner may make an audio recording of the meeting.
9. The Association or managing agent will provide the owner with a written notice with their decision regarding the matter of the hearing.

The board as appropriate, may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority.

CERTIFICATION

"I, the undersigned, being a Director of the Lake Olympia Civic Association, hereby certify that the foregoing was adopted by at least a majority of the Lake Olympia Civic Association board of directors, at an open and properly noticed meeting of the board, at which a quorum of the board was present."

Print name: Jonathan Winfield Title: President

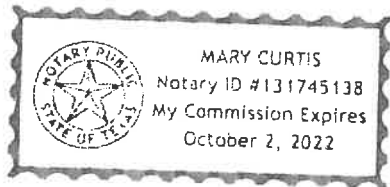
Signature: 

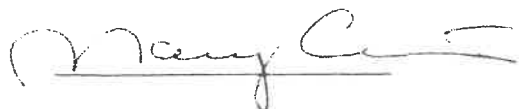
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Fort Bend §

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 26 day of August, 2021.





Notary Public, State of Texas

RETURNED AT COUNTER TO:

LAURENCE COURTNEY
150 ~~LAURENCE~~ LAURENCE BLVD
ALISO VIEJO, CA 92534

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

August 27, 2021 03:02:48 PM

FEE: \$20.00 EL

2021143898

