

**WESTWOOD LOA  
SECTIONS 1, 2, 3 & 4  
ARCHITECTURAL CONTROL COMMITTEE  
GUIDELINES AND STANDARDS**

DRAFT DEVELOPED 5/13/10

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### Introduction

All new residential construction and exterior modifications to a home or lot in the Westwood subdivision must first be reviewed and approved in writing by the Architectural Control Committee (ACC). All commercial construction will first be reviewed by the ACC who will make recommendations prior to the review and approval by the Board of Directors of the Westwood Landowner's Association (LOA).

The LOA is pleased to provide you with these Guidelines and Standards for your use in preparing an application for review by the ACC. The purpose of this is to serve as an adjunct to the Westwood Subdivision Deed Restrictions. In case of any conflict between the Deed Restrictions and these Guidelines and Standards, the Deed Restrictions shall control.

In general, homes in Westwood shall reflect designs that are harmonious with the neighborhood.

### The Application

The ACC recommends that the Landowner (LO) provide the application and supporting documents for review by the ACC before submitting the plans to any regulatory agency/governing authority for approval. There is no charge for having plans reviewed by the ACC. The LO is responsible for any interaction that may be necessary with any regulatory agencies/governing authorities.

It is the LO's responsibility to submit an application to the ACC for any changes to the LO's property that is visible from outside the home. With the application, the LO must attach a plot plan that shows a detailed plan of the proposed change or addition. The detailed plan does not have to be professionally done, but it must be done on a copy of the plot plan (copy of the survey) and must be legible and clear. The LO must also provide detailed sketches, drawings, clippings, pictures, and/or catalog illustrations of the proposed change or addition that is proposed. Applications that do not have the plot plan and sufficient information (sketches, clippings, pictures, and/or illustrations) to determine the nature of the proposed change will be rejected, delaying the ACC's review of the application. The ACC has 30 days to approve or disapprove proposed changes. Plans submitted after rejection or disapproval from the ACC will be subject again to this 30-day approval cycle.

The ACC will reject any application that does not have the LO's signature on the application form. The applicant must also include a good contact telephone number and mailing address.

### Review Procedure

The ACC will review the application and will respond in writing within thirty (30) days of receipt of the complete application. The ACC will meet to review applications every two weeks or the next available date that each member is available. Meetings may be scheduled and/or rescheduled by the chairperson of the ACC as situations may warrant.

An application with all necessary information will be considered by the committee on its individual merit, and using the Deed Restrictions and The ACC Guidelines and Standards.

During the consideration of an application, ACC members may view the site and talk to the applicant and/or neighbors.

A quorum of the Committee is a majority of the total number of people currently serving on the Committee, usually three (3) to five (5) members. Decisions of the Committee are reached by majority vote. If the Committee membership falls below three members, the Committee will make no rulings until the LOA Board of Directors secures enough new members to serve on the Committee to bring the number up to at least three (3) members. If necessary, a member or member of the LOA Board of Directors can be called upon to serve on the ACC until such time as there are sufficient ACC members to review ACC applications.

The ACC members will be appointed by the LOA Board of Directors. Neither a community builder that owns a lot in Westwood, nor a contractor paid the LOA to oversee new home construction and existing home modifications/additions within the Westwood subdivision cannot serve on the ACC. Each is considered a conflict of interest.

The Committee will consider the application including supporting documentation, comments from the applicant, neighbors, and other members of the Association.

The application will be approved, conditionally approved, or disapproved.

- a) Approval – an ACC authorization sign will be posted at the front of the property as to be seen from the road.
- b) Conditional Approval – This is an approval with restrictions. A copy of the restriction(s) will be sent to the property owner, and if property owner agrees with the restriction(s), then an ACC authorization sign will be posted at the front of the property to be seen from the road.
- c) Disapproval – the applicant will be notified in writing within 30 days of the submission.

Appeal Procedure & Protest: If the applicant disagrees with the decision of the ACC Committee in its application review, the applicant may request a meeting with the ACC to discuss the decision. If the applicant is unable to come to an agreement with the ACC, then the applicant may meet with the Westwood BOD to discuss the application. The BOD is the only authority that may reverse a decision made by the ACC.

**GENERAL:** Keep it simple (except for new homes) Draw a sketch on a Plat plan showing the planned improvement. Provide all dimensions and drainage flow, front and side views and any pictures or pamphlets showing a similar project.

**FENCING:** Materials used may be of wood, chain link or wrought iron. Vinyl fencing is permitted. Average maximum height will be 8'. The line posts shall be a maximum of 8' apart (except for gate openings). Some fence styles may require a shorter distance. All posts must be set in concrete to a minimum depth of 12". Wood fencing must be constructed of pressure-treated lumber or a naturally rot-resistant species such as cedar or redwood.

Fences can normally be placed right on the property line. You may want to move the fence line in 6" to 12" to compensate for survey discrepancies and to prevent neighbor disputes. If you want to connect to a neighbors existing fence, be sure to get their permission. Fences may cross drainage easements but may not impede the natural flow. Fences may be constructed in the existing utility easement. (The Utility

Company may remove the fence to gain access if needed. The cost of replacement will fall on the home owner)

**OUTBUILDINGS:** Is defined as any structure, which is not attached to the main structure. The color and materials should reflect that of the main residence. Storage buildings, work-shops etc. shall not impede the natural flow of the existing drainage. Out buildings shall be constructed (weather site built or per-fabricated) using a solid foundation and shall have storm-ties that will with stand a wind of 150 MPH.

**NOTE:** Any building larger than 16'X20' will require a concrete foundation and will follow the outline under **PATIOS and DECKS.**

**DRIVEWAYS:** Must be constructed using hard surface materials such as properly designed reinforced concrete or asphalt. Driveways must have a minimum width of 10' and may not change or impede existing drainage.

**PATIOS and DECKS:** Any concrete structure that is to be attached to the existing house slab must incorporate a perimeter beam at least 18" deep and 12" wide and be reinforced using #4 steel rebar. The slab area must be at least 4" thick reinforced concrete and dowelled to the existing slab to prevent movement. Decks will be constructed of treated materials and be built using standard construction methods. No addition may impede or change the existing drainage.

**PATIO/DECK COVERS:** Should be constructed of materials that compliment the main structure. If the cover is attached to the main structure it must be integrated into the existing roofline. All exposed materials (posts, soffits, etc.) must be painted or stained. If the cover is to be shingled the shingles must match the existing roof. Patio covers must be situated on the lot to provide drainage solely onto the owner's lot. Any cover post or upright that is not situated on a foundation beam will have to have a concrete pier that is at least 18" deep. The following is a list of the construction materials:

Painted Aluminum

Painted Wood

Treated Wood or Cedar wood

**WESTWOOD LANDOWNERS' ASSOCIATION**

**406 Mackintosh Dr.  
Magnolia, TX 77354**

**Office: 936-321-1414  
Fax: 936-321-1425**

**NEW COMMERCIAL BUILDING CONSTRUCTION APPLICATION  
COMMUNITY: WESTWOOD SECTION \_\_\_\_\_ (1,2,3,4)**

**BUSINESS TO BE CONDUCTED UPON PROPERTY \_\_\_\_\_**

All exterior modifications to your property must be approved in advance by the Architectural Control Committee (ACC). The ACC will review your request to verify that the improvement will be done in a professional, sound manner and it will fit with the aesthetics of the community as well as comply with any applicable deed restrictions. Please provide as much detail as possible so the ACC can properly understand your request. Without a complete description of your request, this form will be returned for additional information. Please return the completed form with building plans, driveway plans, and water drainage plans (as applicable) to the address shown above. Thank you for your cooperation and concern for your community.

**ANY NEW COMMERCIAL BUILDING CONSTRUCTION MUST SUBMIT A NON-REFUNDABLE \$1000.00 CONSTRUCTION FEE WITH THIS APPLICATION SEPARATE FROM THE CONSTRUCTION DEPOSIT \$1000.00. EFFECTIVE March 11, 2010.**

**OWNER NAME \_\_\_\_\_**

**PROPERTY ADDRESS (Section/Block/Lot) \_\_\_\_\_**

**PROPERTY ADDRESS (Street Address) \_\_\_\_\_**

**YOUR CURRENT ADDRESS \_\_\_\_\_**

**PHONE (Day) \_\_\_\_\_ PHONE (Evening) \_\_\_\_\_**

**DESCRIBE THE IMPROVEMENT** (be specific. If the request is for new home construction, architectural blueprints including but not limited to: foundation plan (including elevation of pad in respect to the street), (elevation requirement is a minimum 6" above the center of the street), square feet of living space, location of structure on lot plat, driveway plan, and water drainage plan are **REQUIRED**) \_\_\_\_\_

**LOCATION OF IMPROVEMENT ON EXISTING PROPERTY.** (Include plot plan with location of proposed improvement).

**LIST EXTERIOR MATERIAL TO BE USED.** (i.e. Lumber, Brick, Rock, Hardy Plank, etc.) \_\_\_\_\_

**PROVIDE DRIVEWAY PLAN.** (i.e. type of material such as concrete or asphalt and size of culvert). \_\_\_\_\_

All driveways must be paved from the point which County/State pavement terminates and include all locations where vehicles may normally be expected to travel.

**CULVERT IS TO BE PLACED BEFORE CONSTRUCTION IS INITIATED.** \_\_\_\_\_ Please initial.

**A COPY OF THE APPROVAL FORM FROM THE COUNTY COMMISSIONER'S OR TXDOT OFFICE SHOWING THAT THE COUNTY/STATE WILL INSTALL THE DRAINAGE CULVERT MUST BE ATTACHED.** \_\_\_\_\_ Please initial

**PROVIDE WATER DRAINAGE PLAN** (i.e. where does water run off of property, show on plot plan). \_\_\_\_\_

**OTHER COMMENTS OR INFORMATION WHICH WILL AID THE ACC IN THEIR REVIEW AND DECISION.** \_\_\_\_\_

**PLANNED START DATE \_\_\_\_\_ PLANNED COMPLETION DATE \_\_\_\_\_ PER THE WESTWOOD DEED RESTRICTIONS; THE ACC HAS UP TO 30 DAYS FROM RECEIPT OF THIS APPLICATION AND SET OF PLANS TO MAKE A DECISION.**

Please initial each of these statements as agreement to requirements for construction.

Will submit to the County for a Fire Code Permit. \_\_\_\_\_

Placement of a porta-can will be placed upon property, not in ditches or roadway prior to initial construction. \_\_\_\_\_

Construction site will be cleaned up once a week from all trash and debris. \_\_\_\_\_

Ditches and roadways will be kept free of debris, dirt pilings & construction materials. \_\_\_\_\_

A large container which is constructed of plastic mesh and fence-posts, or welded-wire mesh or similar materials will be placed on the jobsite and used to contain lunch trash and small construction debris. \_\_\_\_\_

Site shall not be elevated without prior board approval. \_\_\_\_\_ Builders who hire land clearers must haul debris away; however, any burning of land debris by the landowner will comply with TCEQ requirements. \_\_\_\_\_

Builder acknowledges that a Notice of Intent (NOI) for Storm Water discharge has been made through TCEQ. \_\_\_\_\_

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**SIGNATURE:**

\_\_\_\_\_ **DATE:** \_\_\_\_\_ **NOTE:** By your signature above, you are acknowledging your intent to comply with **ALL DEED RESTRICTIONS AND WILL COMPLY WITH THESE RULES SUBJECT TO THE JOBSITE DEPOSIT SUBMITTED WITH THE APPLICATION.**

**WESTWOOD LANDOWNERS' ASSOCIATION, INC.**  
**RULES AND REGULATIONS FOR CONSTRUCTION BY BUILDERS AND CONTRACTORS IN**  
**WESTWOOD SECTIONS 1, 2, 3 AND 4**

These rules and regulations are adopted by the Westwood Landowners' Association, Inc. ("Westwood") to promote and reinforce the restrictive covenants applicable to Westwood Subdivisions and in accordance with the architectural authority granted to Westwood in the restrictive covenants.

Part One

Definitions: The following definitions will be applicable to these Rules and Regulations:

1. "Applicant", "Builder" or "Contractor" means any owner, general contractor, builder or other person or entity having primary responsibility for the construction of improvements on any lot in the Subdivision pursuant to a New Commercial Building Construction Application. In the instance where there is more than one person or entity, the liability will be joint and several.
2. "Application" means a New Commercial Building Construction Application made to the Westwood Landowner's Association, Inc. and/or the architectural control committee of the Westwood subdivisions.
3. "Building site" means the area of the Lot upon which the improvements are sought to be constructed.
4. "Construction Deposit" means the \$1,000.00 refundable deposit made at the time of the New Commercial Building Construction Application. The Construction Deposit does not include the non-refundable Construction Fee.
5. "Construction Fee" means the \$1,000.00 non-refundable fee paid to Westwood in connection with the New Commercial Building Construction Application.
6. "Improvement" means the new construction, exterior renovation or modification to be constructed on a lot in the subdivision(s).
7. "Lot" shall mean any platted lot or reserve upon which new improvements are sought to be constructed.
8. "Restrictions" or "Restrictive Covenants" means those recorded restrictive covenants applicable to Westwood One, Westwood Two, Westwood Three and Westwood Four, respectively.

Part Two

Rules and Regulations:

1. No building or construction of Improvements shall be started prior to submission of an Application to and approval of the plans by the Westwood Architectural Control Committee.
2. All Applicants must pay a Construction Fee and a Construction Deposit with the Application. The Construction Deposit is to ensure the Applicant's (and their contractors) compliance with the Rules and Regulations for Construction and the applicable restrictive covenants. The

Construction Deposit may be charged and from it may be deducted amounts for any violations to the Application or the Rules and Regulations during the period of construction. The Construction Deposit, less any deductions for charges, will be returned to the Applicant furnishing the Construction Deposit after inspection by Westwood of the completed construction. The inspection by Westwood will be completed after completion of construction and within ten (10) business days of receipt of request for final inspection. **The inspection performed by Westwood pursuant to this paragraph is solely for its own benefit in determining whether there are any violations of the restrictive covenants and/or these rules and regulations and may not be relied upon by any other person.**

3. All drawings or prints submitted with the Application or thereafter must be of a professional scaleable architectural type that fully represents the improvements to be constructed. The drawings, specifications and/or prints shall be complete and not comprised of various gatherings of drawing or prints and sketched in notations. The Architectural Control Committee may provide for the type and requirements of documents to be submitted with the Application.
4. All Builders and/or Contractors shall keep the Construction Site clear at all times of any trash & debris and comply with all rules and regulations regarding construction within the subdivision(s).
  - a. If a Westwood agent, director, employee or resident finds it necessary to notify the Builder of any debris on a Construction Site or any other violation of these rules and regulations and an inspection of the Construction Site by a Westwood representative determines that the Construction Site is in violation of these rules and regulations Westwood shall deduct the following sums from the Construction Deposit:
    - i) 1<sup>st</sup> offense -- \$ 50.00
    - ii) 2<sup>nd</sup> offense -- \$ 75.00
    - iii) 3<sup>rd</sup> offense -- \$100.00
    - iv) each succeeding offense -- \$100.00.
  - b. If the Construction Site is not cleared of the trash and/or debris within 48 hours of notification of the violation and Westwood incurs expense to clean up the Construction Site, Westwood will deduct from the Construction Deposit the actual cost to clean the Construction Site.
5. The Building Site shall be kept in a clean and orderly manner and shall conform to any and all Restrictions. Westwood may fine or deduct from the Construction Deposit the amounts shown in 4(a) above, for each such violation.
6. The Improvements must be constructed in accordance with the building plans, driveway plans, and water drainage plans submitted with the Application and approved by the Architectural Control Committee. In addition to any other remedy and without waiving the same, the entire Construction Deposit may be forfeited if the Improvements are not constructed in accordance with the building plans, driveway plans, or water drainage plans submitted with the Application.
7. All provisions of the Application are incorporated herein by reference.

8. Westwood will charge a fee of \$50.00 or the highest amount allowed by law (whichever is less) for checks returned unpaid to Westwood for any reason.
9. Westwood may increase the Construction Deposit and/or Construction Fee for any Applicant, Builder, Contractor or Owner which regularly fails to comply with the rules and regulations or the Restrictive Covenants. Upon written notification of the continuing failure to comply with the rules and regulations, the Construction Deposit and/or Construction Fee will increase to a maximum of \$2,000.00 each.
10. In the event that the Construction Deposit is insufficient to pay all deductions there from, the amounts shall be a fine for violation of these rules and regulations and shall be recoverable from the Applicant, Builder, Contractor and/or Owner, jointly and severally.

Applicant acknowledges receipt and agrees to the foregoing terms and provisions.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**Notice Effective 5/14/09 per Westwood's Board of Directors**

**All Commercial Properties obtaining permission for construction must install a 10ft privacy fence if the property borders a residential lot.**

Accepted and to be plotted on the plot plan being submitted for construction:  
\_\_\_\_\_ Date: \_\_\_\_\_

**March 11, 2010**

“Amended Notice” All building contractors building in Westwood 1, 2, 3, and 4.

No building shall be started previous to Contractors receipt of approval of Architectural Control Committee of plan drawings and/or prints that actually pertain to the building intended to be built.

All drawings or prints shall be of a professional scaleable Architectural type that fully represents the particular building. They, the specifications, drawings or prints shall be complete, and not made up from various gatherings of drawings or prints and sketched in notations.

Failure to comply with the above will be cause for legal actions to be taken to rectify the cause of non-compliance.

Builders, Contractors, and any individuals with an application for a new building, home, or business, shall submit along with this application a \$1,000.00 refundable deposit based upon the “Rules and Regulations for Builders and Contractors in Westwood Sections 1, 2, 3, and 4”. This \$1,000.00 refundable deposit is set up as a good faith effort account for the time period of construction. This account may be charged for any violation to the Building Application and Rules and Regulations. If no violations are charged against this deposit, then the deposit will be refunded to the Builder, Contractor, or Individual who placed the deposit after a thorough inspection is completed of the completed construction site within 10 business days.

Signed Directors of Westwood Landowner’s Association, Inc. (on date of this notice)

President Emmitt Hippler

Vice-President Rick Bridges

Secretary Jane Fore

Treasurer Jim Quinn

Member at Large Joseph Franzone

Westwood Landowners Association, Inc.

Procedures to be followed to help speed up the approval by the Westwood Landowner’s Architectural Control Committee before any building is started:

1. Scaleable Plat Plan layout of property, building(s) location(s) on the property, allowing for and agreeing to the deed restrictions, property lines, clearances, and dimensions.
2. Concrete foundation details, beams depth’s, widths, end view of typical beam, showing location of rebar, rebar size, also give mesh gauge and concrete slab thickness.
3. Building Plans and Material Specifications:  
Scalable drawings and or prints must be submitted at building application time for building or buildings to be built conforming to the deed restrictions of the square footage of living space required. A complete set of scaleable drawings or prints must be submitted to and remain with Westwood Landowner’s Association, Inc. and filed for record.
4. Sewage and/or Septic System approval to conform to Montgomery County Building Permit Division Control Specifications.
5. Montgomery County Building Permit shall be prominently displayed on property during the building process.
6. As specified in the deed restrictions, the driveway shall be finished and complete before home is occupied.
7. Water Taps are to be paid to respective agencies that supply to the building location. Aqua Texas is the current water supplier for Westwood Sections 1 & 2, and Westwood North Water Supply Corp is the water supplier for Westwood Sections 3 & 4. Each has their own rates and tariff agreements with the TNRCC.
8. Home Builder \_\_\_\_\_ Date: \_\_\_\_\_

Signed

PLEASE DO NOT MARK ON THIS PAGE  
(FOR OFFICE USE)

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DATE OF REQUEST \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_

DATE SENT TO ACC \_\_\_\_\_

DATE OF ACC DECISION \_\_\_\_\_

DATE RETURNED TO BUILDER \_\_\_\_\_

ACC COMMENTS CONCERNING REQUESTS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) APPROVED WITH NO ADDITIONAL RESTRICTIONS.

( ) APPROVED WITH THE FOLLOWING RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_

( ) DISAPPROVED FOR THE FOLLOWING REASONS:

\_\_\_\_\_  
\_\_\_\_\_

ACC SIGNATURES:

ACC MEMBER SIGNATURE: \_\_\_\_\_  
ACC MEMBER NAME (PRINTED) \_\_\_\_\_  
DATE SIGNED: \_\_\_\_\_

ACC MEMBER SIGNATURE: \_\_\_\_\_  
ACC MEMBER NAME (PRINTED) \_\_\_\_\_  
DATE SIGNED: \_\_\_\_\_

ACC MEMBER SIGNATURE: \_\_\_\_\_  
ACC MEMBER NAME (PRINTED) \_\_\_\_\_  
DATE SIGNED: \_\_\_\_\_

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COMPLETE ONLY IF COMMERCIAL PLANS:

MEMBER OF WESTWOOD BOARD OF DIRECTORS SIGNATURE: \_\_\_\_\_  
BOARD MEMBER'S PRINTED NAME: \_\_\_\_\_  
DATE OF WESTWOOD B.O.D. APPROVAL: \_\_\_\_\_  
RESTRICTIONS/REQUESTS OR COMMENTS FROM BOARD OF DIRECTORS:

\_\_\_\_\_  
\_\_\_\_\_