



LAKWOOD VILLAGE TOWN HALL  
100 HIGHRIDGE DRIVE  
LAKWOOD VILLAGE, TEXAS  
**VIA TELEPHONE CONFERENCE**  
TOWN COUNCIL MEETING  
MARCH, 11, 2021 7:00 P.M.

**NOTICE IS HEREBY GIVEN** Pursuant to section 551.127 of the Texas Government Code, and in conjunction with the guidance and provisions provided by the Governor of Texas in the declaration of disaster and subsequent executive orders altering certain Open Meetings Act requirements and banning gatherings of more than 10 people, the Town Council of the Town of Lakewood Village will conduct the meeting scheduled at the date and time above at Lakewood Village Town hall, 100 Highridge Drive by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). There will be **no in-person public access** for the agenda items at the location described above and less than a quorum may be physically present at the location.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at [lakewoodvillagetx.us](http://lakewoodvillagetx.us). The public toll-free dial-in number to participate in the telephonic meeting is hosted through ZOOM. The dial in number is: 346-248-7799. You will be prompted to enter the meeting ID number: 821 1951 6576, and you will be prompted to enter the passcode: 688246.

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. **Persons wishing to speak before the Council must notify the Town Secretary via email, [linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us), no later than 6:30 p.m. on the date of the scheduled meeting. The email must include your name, full address, and the agenda item on which you wish to speak.** A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

#### **REGULAR SESSION – AGENDA**

Call to Order and Announce a Quorum is Present

**A. PLEDGE TO THE FLAG:**

**B. EXECUTIVE SESSION:** – In accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following:

1. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements

**C. RECONVENE:** Reconvene into regular session at 7:30 p.m.

**D. VISITOR/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. The council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code.

**E. PUBLIC HEARING** – A public hearing is scheduled to provide an opportunity for citizen comment on a proposed zoning change to property described as Denton CAD Property ID 183763, being an approximate 14.9108 acre tract of land in Denton County, Texas, legally described as Abstract No. 0339A in the C.C. Dickson Survey, Tract 2A; Denton CAD Property ID 636539, being an approximate 0.164 acre tract of land in Denton County, Texas, legally described as Abstract No. 0339A in the C.C. Dickson Survey, Tract 2A(1); Denton CAD Property ID 44330, being an approximate 0.81 acre tract of land in Denton County, Texas, legally described as Abstract No. 0339A in the C.C. Dickson Survey, Tract 3; Denton CAD Property ID 123076, being an approximate 0.28 acre tract of land in Denton County, Texas, legally described as Abstract No. A1044A in the William H. Pea Survey, Tract 5; Denton CAD Property ID 45584, being an approximate 6.473 acre tract of land in Denton County, Texas, legally described as Abstract No. A0750A in the William Loftin Survey, Tract 3; Denton CAD Property ID 133261, being an approximate 65.039 acre tract of land in Denton County, Texas, legally described as Abstract No. A0750A in the William Loftin Survey, Tract 4A; Denton CAD Property ID 133254, being an approximate 0.588 acre tract of land in Denton County, Texas, legally described as Abstract No. A1169A in the B.C. Shahan Survey, Tract 45D; and Denton CAD Property ID 45675, being an approximate 4.7 acre tract of land in Denton County, Texas, legally described as Abstract No. A1169A in the B.C. Shahan Survey, Tract 46 to change the zoning from a Single-Family Residential – District 5 zoning to Planned Development – PD.

**F. CONSENT AGENDA:** All the items on the Consent Agenda are considered to be self-explanatory and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests

**LAKWOOD VILLAGE TOWN COUNCIL  
REGULAR AGENDA  
MARCH 11, 2021**

an item be removed from the Consent Agenda.

1. Minutes of February 11, 2021 Council Meeting (Asbell)
2. Ordinance Cancelling General Election and Declaring Winners (Asbell)
3. Variance at 77 Stowe Court for Roof Pitch of 2/12 for Standing Seam Metal Roof (Asbell)
4. Variance at 645 Woodcrest for Front Facing Garage (Asbell)

**G. REGULAR AGENDA:**

1. Consideration of Resolution Extending the Mayoral Disaster Declaration (Asbell)
2. Consideration of Lease Agreement with Little Elm Independent School District for Recreational Use of Property (Vargus)
3. Consideration of Variance Request for Front Yard Fence at 77 Stowe Court (Asbell)
4. Consideration of Zoning Change Application by Sam Hill Venture (Asbell)
5. Sale of Abandoned Right of Way and Replat of 419 Lakecrest (Vargus)
6. Discussion of Concrete Roads (Vargus)
7. Town Finance Update (Vargus)
8. Discussion of Town Utility Systems (Vargus)
9. Discussion of Animal Control Ordinance (Lepley)

**H. EXECUTIVE SESSION:** – In accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following:

1. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and
2. § 551.072 Texas Government Code to wit: deliberations about real property regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, and Project Boy Scout; and
3. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, and Project Boy Scout.

**I. RECONVENE:** Reconvene into regular session

**J. ADJOURNMENT**

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 2:30 p.m. on Monday, March 8, 2021.



*Linda Asbell*

Linda Asbell, TRMC, CMC, Town Secretary

The Town Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development), 418.183 (Homeland Security)

This facility is wheelchair accessible and accessible parking spaces are available. Please contact the Town Secretary's office at 972-294-5555 or FAX 972-292-0812 for further information.

One or more board members of the LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT may attend this meeting. No action will be taken by the MDD board.

**LAKEWOOD VILLAGE TOWN COUNCIL**

**COUNCIL MEETING**

**FEBRUARY 11, 2021**

**Council Members:**

Dr. Mark Vargus, Mayor  
Darrell West – Mayor Pro-Tem  
Clint Bushong  
Serena Lepley  
Matt Bissonnette  
Eric Farage

**Town Staff:**

Linda Asbell, TRMC, CMC – Town Secretary

**REGULAR SESSION - 7:00 P.M.**

With a quorum of the Council Members present, Mayor Vargus called the Regular Meeting of the Town Council to order at 7:03 p.m. on Thursday, February 11, 2021 in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

**PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance.

**EXECUTIVE SESSION:**

**(Agenda Item B)**

At 7:04 p.m. Mayor Vargus recessed into executive session in accordance with § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards.

**RECONVENE:**

**(Agenda Item C)**

Mayor Vargus reconvened the regular session at 7:30 p.m. No action was taken.

**VISITOR/CITIZENS FORUM:**

**(Agenda Item D)**

Eric Hancock, 8249 Treemont Place, Frisco, Texas, stated he is a partial owner of a property at Eldorado and Lakecrest near the entrance to town. Mr. Hancock stated there were errors and omissions in the minutes of the January 14, 2021. Mr. Hancock stated the minutes should reflect that he does not oppose creating a new entrance to town he only opposes removal of the current entrance to town. Mr. Hancock reviewed the areas of the minutes of January 14, 2021 that he states inaccurately represent what he said.

**PUBLIC HEARING:**

**(Agenda Item E)**

Mayor Vargus reported that the requestor has withdrawn their zoning request for consideration at this council meeting due to an editing issue with publication of the red-line version of the document. The requestor will resubmit their request and the public hearing will be held next month. The public hearing was not held.

**CONSENT AGENDA:**

**(Agenda Item F)**

1. Minutes of January 14, 2021, 2020 Council Meeting (Asbell)
2. Minor plat 400 Green Meadow Drive (Asbell)
3. Ordinance Calling General Election for May 1, 2021 (Asbell)

Mayor Vargus stated the form and format of the minutes are to document the actions the town council took and to provide historical context for those actions. Minutes are not intended to be a transcript of the meeting. Mayor Vargus stated he finds minutes in the form and format the town currently uses to be extremely helpful. Mayor Vargus stated believes, in context, Mr. Hancock's position will not be misunderstood with the way the meeting was documented in the minutes of January 14, 2021.

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) "ayes", no (0) "nays" to approve the consent agenda items as presented. *The motion carried.*

**REGULAR AGENDA:**

**(Agenda Item G)**

**Consideration of Zoning Change Application  
by Sam Hill Venture (Asbell)**

**(Agenda Item G.1)**

Mayor Vargus reported item has been pulled from the agenda.

**Discussion of Concrete Roads (Vargus)**

**(Agenda Item G.2)**

Mayor Vargus reported concerns about the most recent concrete pour taking place at a time when the temperature was 32 degrees and falling as documented by the thermometer at Mayor Vargus' house, the weather station at Stowe Lane, and the weather app on Mayor Vargus' phone. The contract calls for the concrete to be poured only when the temperature is 38 degrees and rising. Mayor Vargus reported that Carrie Line is nearly complete. The contractor and engineer have given approval to use the town's environmentally friendly deicing compound on the new concrete. Survey work on Highridge has begun.

**Town Finance Update (Vargus)**

**(Agenda Item G.3)**

Mayor Vargus reported the first bond payment has been made and the second payment will be due in August. Ninety percent of property owners have made their property tax payments. Mayor Vargus reported on cash balances and increased sales tax revenues. The current gap is \$471,000 between the amount owed on the road project and remaining bond funds. An outstanding change order will reduce the gap by approximately \$70,000 and the remaining can be easily covered with the reserve funds which have a current balance of \$616,000. Mayor Vargus reviewed the status of the incorporation of Last Resorts Water System customers into the Rocky Point Water System.

**Discussion of Town Utility Systems (Vargus)**

**(Agenda Item G.4)**

Mayor Vargus stated the systems have been winterized. Mayor Vargus reported contingencies have been put in place in the event of power loss. One of the fiberglass ground storage tanks is leaking and must be repaired. The water storage has been reduced to half to prevent further damage and minimize any damage created in the event of a catastrophic failure. Manholes will be installed on the sides of both fiberglass tanks for ease of access in the future. During the time the tank is being repaired both fiberglass tanks will need to be taken offline which will reduce fire flow during the repair. Mayor Vargus reported on an issue with the forms used to report laboratory results to the Texas Commission on Environmental Quality. All the laboratory results have been in tolerance and the town is working with the agency on correcting the paperwork. The laboratory was supposed to use TCEQ forms but instead used generic forms. There was some discussion about outstanding violations on the Last Resorts Water System that occurred prior to the town taking over operations.

**LAKWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
FEBRUARY 11, 2021**

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**EXECUTIVE SESSION:**

**(Agenda Item H)**

No executive session was held.

**RECONVENE:**

**(Agenda Item I)**

**ADJOURNMENT**

**(Agenda Item J)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Farage council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 8:06 p.m. on Thursday February 11, 2021. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 11th day of March 2021.

APPROVED:

\_\_\_\_\_  
Darrell West  
MAYOR PRO-TEM

ATTEST:

\_\_\_\_\_  
Linda Asbell, TRMC, CMC  
TOWN SECRETARY

**TOWN OF LAKEWOOD VILLAGE**

**ORDINANCE NO: 21-03**

**AN ORDINANCE CANCELLING THE TOWN OF LAKEWOOD VILLAGE GENERAL ELECTION CURRENTLY SCHEDULED FOR MAY 1, 2021, DECLARING UNOPPOSED CANDIDATES, AND SETTING AN EFFECTIVE DATE.**

WHEREAS, a General Election is currently scheduled for Saturday, May 1, 2021 for the purpose of electing three Council members; and

WHEREAS, the Town Secretary has given certification in accordance with Texas Election Code, that no candidate in the general election is opposed on the ballot, EC §2.052, or by a declared write-in candidate, EC §146.052, and no proposition is to appear on the ballot; and

WHEREAS, the Election Code provides for the cancellation of an election and the declaration of the unopposed candidates as elected to office; and

WHEREAS, the Council does not desire to incur public expense by conducting an unopposed election.

**NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:**

The General Election scheduled for Saturday, May 1, 2021 is hereby cancelled, and that Eric Farage, Matt Bissonette, and Clint Bushong are declared to be elected to their respective offices with the terms to begin in the same manner as if an election had taken place.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 11<sup>th</sup> day of March 2021.

APPROVED:

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Dr. Mark E. Vargus,  
Mayor

ATTEST:

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Linda Asbell, TRMC, CMC  
Town Secretary



# VARIANCE REQUEST

100 Highridge Drive  
 Lakewood Village, TX 75068  
 (972) 294-5555 Office (972) 292-0812 Fax  
[linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us)

## BUILDING DEPARTMENT

REVISED: 10/09/2014

APPLICANT / OWNER	
Applicant Name <i>Todd Arnold</i>	Address <i>2233 Cardinal Blvd</i>
Day Time Telephone <i>817-538-3090</i>	Carrollton, Tx 75010
Email <i>todd@austintaylor.com</i>	
Owner Name <i>Tyron Smith</i> Same as Applicant? <input type="checkbox"/> Yes	Address <i>12 Cowboy Way # 1704</i>
Day Time Telephone <i>480-221-7726</i>	Frisco, Tx 75304
Email <i>estatemanager@smithresidence.com</i>	
PROPERTY	
Address or General Location <i>77 Stowe Ct.</i>	
Legal Description (If Platted) <i>77 Stowe Ct. Lot 15 Block C of Lakewood Villages section 5</i>	
Lot Size <input type="checkbox"/> Square Feet OR <input checked="" type="checkbox"/> Acres <i>2.277</i>	Zoning Classification
Existing Use of Land and/or Building(s) <i>Vacant lot</i>	
REQUESTED VARIANCE	
Variance to Section(s) of the Ordinance <i>Zoning 19-02 4.3.8.B</i>	
Current Ordinance Requirement(s) <i>6:12 roof pitch</i>	
Requested Variance(s) <i>2:12 Standing Seam metal roof</i>	



BUILDING DEPARTMENT

# VARIANCE REQUEST

100 Highridge Drive  
Lakewood Village, TX 75068  
(972) 294-5555 Office (972) 292-0812 Fax  
[linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us)

REVISED: 10/09/2014

## SUBMITTAL REQUIREMENTS

If the applicant is not the owner, a letter signed and dated by the owner certifying their ownership of the property and the authorizing the applicant to represent the person, organization, or business that owns the property.

If not platted, a metes and bounds legal description of the property.

A written statement documenting the reason for the variance(s), including evidence that the request complies with the following criteria as required for approval of a variance.

- 1) A unique physical condition exists within or adjacent to the subject tract or structure(s) located thereon which distinguishes it from other similarly situated, and which creates an exceptional hardship, difficulty, or inequity that would result from literal enforcement of the ordinance;
- 2) The condition or characteristic noted above is not caused by an action of the property owner, occupant, or applicant;
- 3) The variance is the minimum amount necessary to allow a reasonable use of the property;
- 4) The sole reason for the variance is not a desire of the owner, occupant, or applicant for increased financial gain or reduced financial hardship;
- 5) The variance will not adversely affect public health or safety, and will not substantially or permanently interfere with the appropriate use of adjacent conforming property in the same district; and,
- 6) The variance will not alter the essential character of the zoning district within which the subject property is located, and is in harmony with the intent and purposes of the zoning ordinance.

Site plan, submitted on drawing sheet size 11" X 17", showing:

- 1) Scale and north arrow;
- 2) Location of site with respect to streets and adjacent properties;
- 3) Property lines and dimensions;
- 4) Location and dimensions of buildings;
- 5) Building setback distances from property lines;
- 6) Location, dimensions, and surface type of off-street parking spaces and loading areas; and
- 7) Any other proposed features of the site which are applicable to the requested variance.

## NOTICE

To the best of my knowledge, this application and associated documents are complete and correct, and it is understood that I or another representative should be present at all public meetings concerning this application.

Applicant Signature

Date

23 Feb 21



**BUILDING DEPARTMENT**

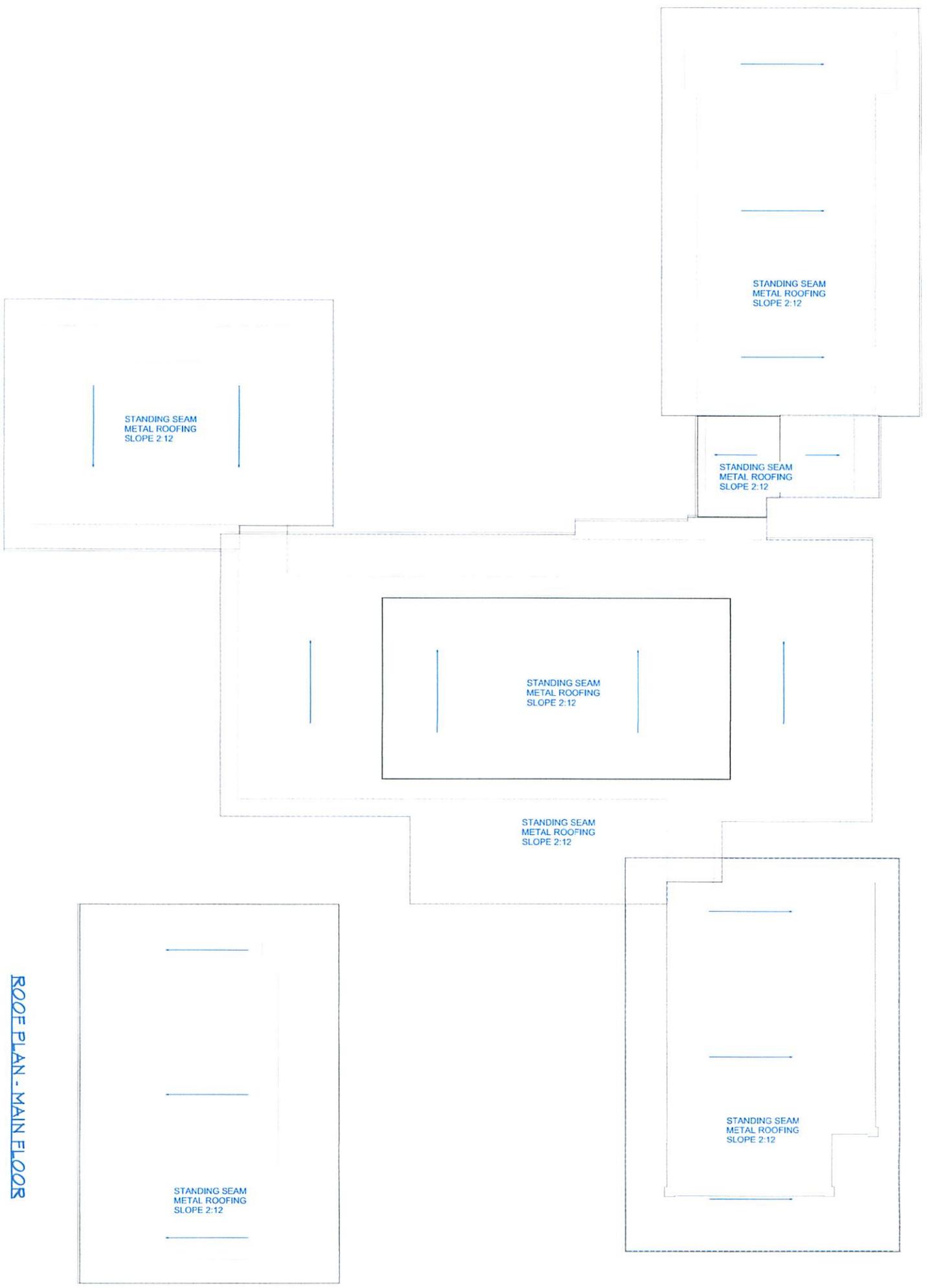
**VARIANCE REQUEST**

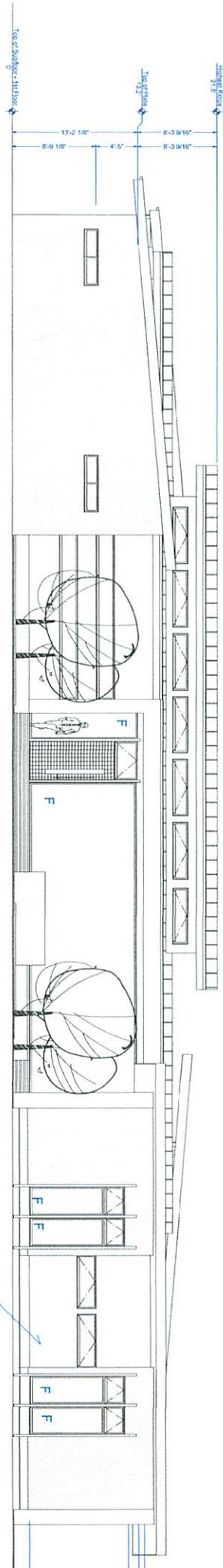
100 Highridge Drive  
Lakewood Village, TX 75068  
(972) 294-5555 Office (972) 292-0812 Fax  
[linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us)

REVISED: 10/09/2014

TOWN USE ONLY	
Received By <i>DR</i>	Receipt Number <i>N/A</i>
Date Submitted <i>2/24/2021</i>	Case Number <i>77 Stowe - roof pitch</i>
Date Notices Mailed <i>N/A</i>	Date Notice Published <i>N/A</i>
Town Council Meeting Date <i>3/11/2021</i>	
Decision	
Conditions	

ROOF PLAN - MAIN FLOOR



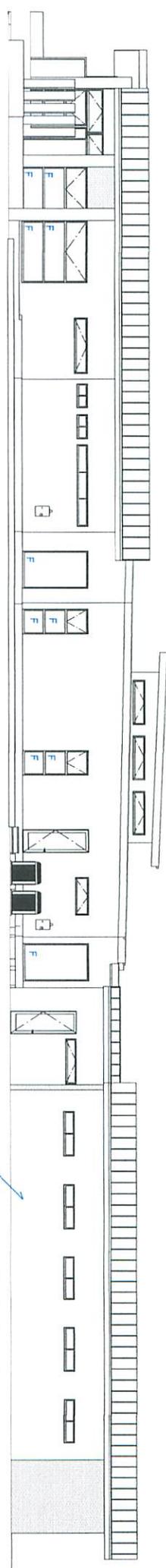


FRONT ELEVATION





LEFT ELEVATION





# LAKWOOD VILLAGE, TX.

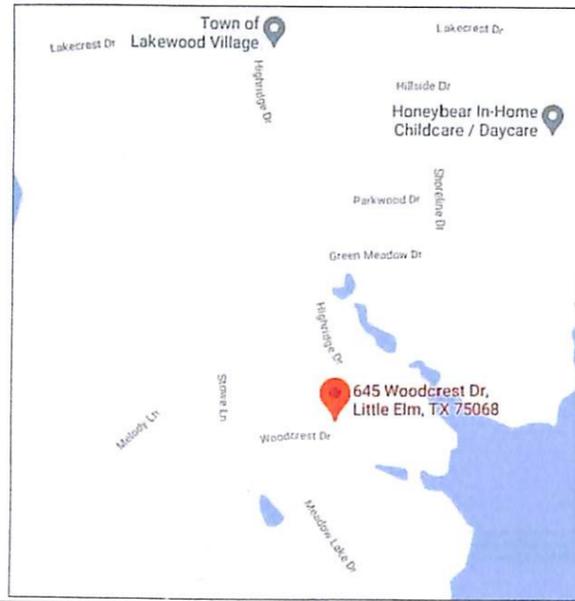
## ADDITION/GARAGE

THIS SET OF DRAWINGS APPLIES:  
 2015 International Building Code.  
 2015 International Residential Code.  
 2015 International Fire Code.  
 2015 International Plumbing Code.  
 2015 International Mechanical Code.  
 2015 International Energy Conservation Code.  
 2015 International Fuel and Gas Code.  
 2017 National Electric Code.

### SITE PLAN INFORMATION

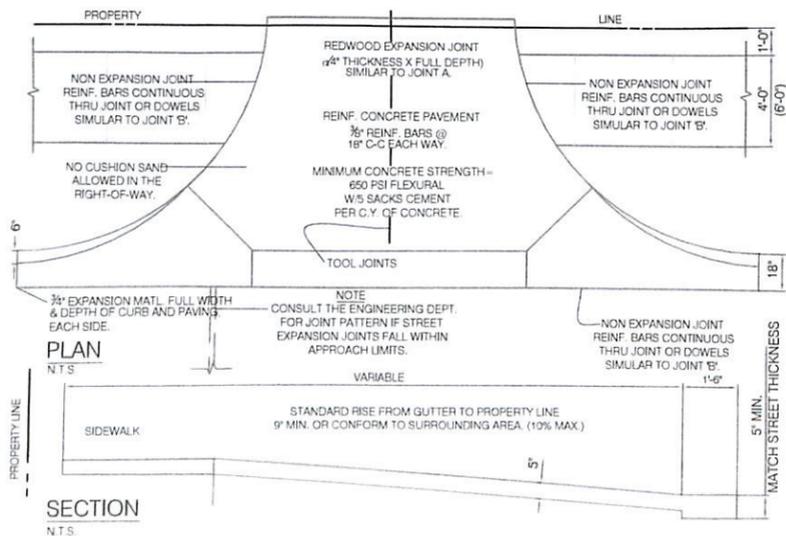
**LOT SIZE** 10,800 SF.  
**MAIN AREA** 1,972 SF.  
**CARPORT** 480 SF.  
**PROPOSED NEW GARAGE** 604 SF.  
**NEW TOTAL: 3,056 SQ.FT.**

VICINITY MAP  
N.T.S.



### TYPICAL DRIVEWAY

ANY CONSTRUCTION WITHIN THE CITY'S RIGHT OF WAY (BETWEEN THE PROPERTY LINE AND EDGE OF PAVEMENT) MUST BE PERFORMED BY A BONDED CONCRETE CONTRACTOR.



S 89°45'57" E 90.00'

5' utility easement

### LEGAL INFORMATION

LAKWOOD VILLAGE SEC  
 3 BLK R LOT 2

DENTON COUNTY

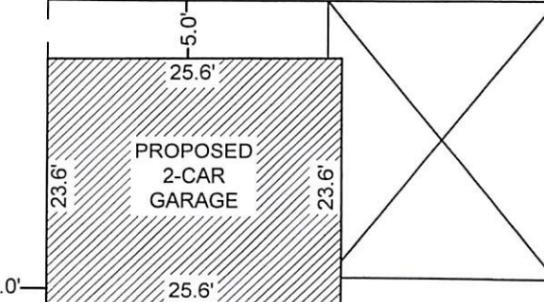
N 00°12'11" e 119.72'

7' building line

EXISTING BRICK/SLAB  
 SINGLE FAMILY  
 RESIDENCE

7' building line

S 00°12'11" W 123.63'



20' building line

N 89°47'49" W 40.00'

R=317.84'  
 L=50.21'



**WOODCREST LANE**

60' R.O.W.



CONSTRUCTION  
CONSULTANTS

9720 COIT RD  
 STE 220-108  
 PLANO, TX 75025  
 M:214.394.5787  
 E:VINTRACC@GMAIL.COM

NOTE: THIS PLOT PLAN IS COMPLETE AND PROPOSED CONSTRUCTION DOES NOT CROSS ANY PROPERTY LINES, DOES NOT EXTEND ONTO OR ACROSS EASEMENTS WITHOUT PROPER WRITTEN PERMISSION, DOES NOT VIOLATE BUILDING LINE RESTRICTIONS.

NOTE: BUILDER SHALL VERIFY ALL LOT DIMENSIONS, EASEMENTS & BUILDING LINES PRIOR TO COMMENCING CONSTRUCTION.

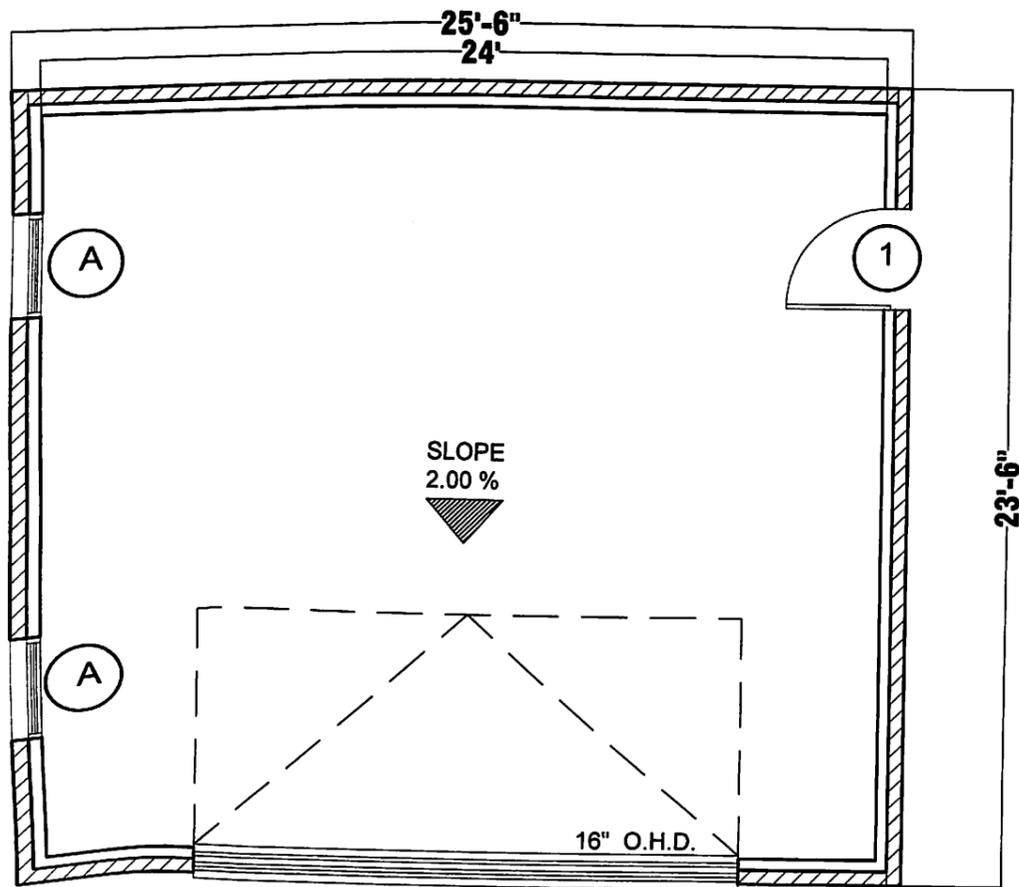
PROJECT:  
 MATTHEW BISSONNETTE  
 645 WOODCREST LN.  
 LAKWOOD VILLAGE, TX 75068

02/10/2021

Scale:

1/16" = 1'-0"

**SP-1**

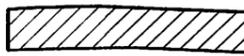


WINDOW SCHEDULE			
TAG	SIZE	DESC.	QTY.
A	3'-0" X 5'-0"	SG	2

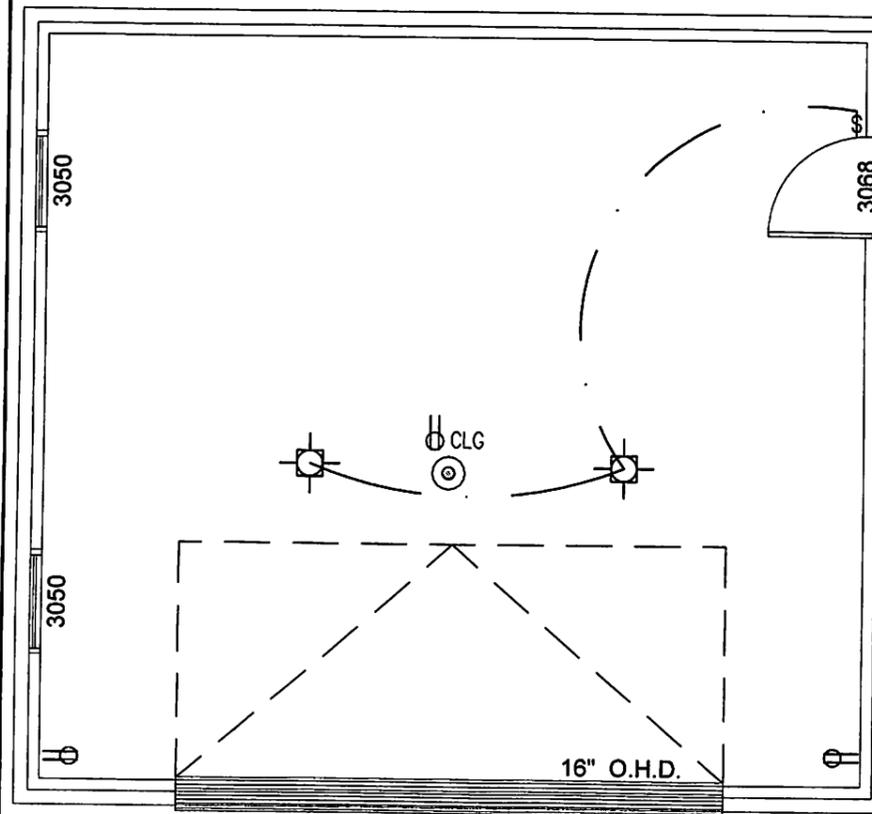
S.G. = SINGLE HUNG GLASS  
 "U" Factor 0.25  
 SHGC 0.25  
 Vinyl  
 low "E"

DOOR SCHEDULE			
TAG	SIZE	DESC.	QTY.
1	3'-0" X 6'-8"	SC	1

S.C. = SOLID CORE

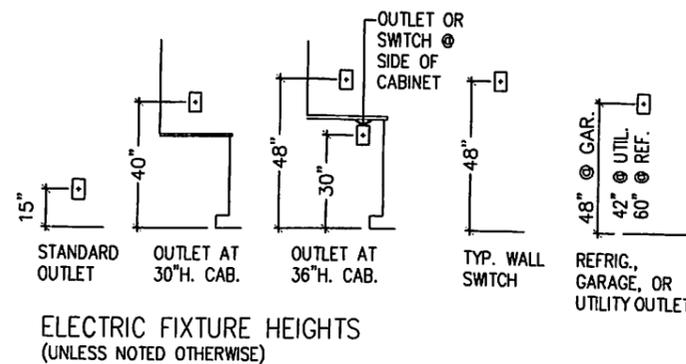
 BRICK WALLS

PROPOSED NEW GARAGE FLOOR PLAN



ELECTRICAL LEGEND

-  110 VOLT RECEPTACLE
-  110 VOLT IN CEILING
-  GARAGE DOOR OPENER
-  RECESSED, ADJUSTABLE CAN LIGHT



GENERAL ELECTRICAL NOTES

1. ALL ELECTRICAL DEVICES AND WORK SHALL COMPLY WITH THE HIGHEST STANDARD OF THE GOVERNING ELECTRICAL CODE.
2. PERFORMANCE STANDARDS SHALL CONFORM TO ALL APPLICABLE CODES AND REGULATIONS AS ESTABLISHED BY GOVERNING AND APPROVAL AGENCIES.
3. ALL DEVICES SHALL BE U.L. APPROVED AND BEAR U.L. LABELS.
4. UNLESS NOTED OTHERWISE, ALL SWITCHES AND OUTLET HEIGHTS SHALL BE AS NOTED ON THESE DRAWINGS.
5. SWITCH AND DUPLEX OUTLETS OF MULTIPLE SWITCHES UP TO (4) FOUR WHEN SHOWN ADJACENT TO EACH OTHER ON PLAN SHALL BE GROUPED UNDER (1) ONE PLATE.
6. VERIFY SERVICES AND LOCATION REQUIREMENTS FOR ALL APPLIANCES AND MECHANICAL EQUIPMENT PRIOR TO INSTALLATION.
7. PROVIDE A MINIMUM OF TWO SEPARATE 20 AMP CIRCUITS TO KITCHEN APPLIANCES.
8. PROVIDE A MINIMUM OF ONE SEPARATE 20 AMP CIRCUIT TO LAUNDRY APPLIANCES.

PROPOSED NEW GARAGE ELECTRIC PLAN

THIS PLOT PLAN IS COMPLETE AND PROPOSED CONSTRUCTION DOES NOT CROSS ANY PROPERTY LINES, DOES NOT EXTEND ONTO OR ACROSS EASEMENTS WITHOUT PROPER WRITTEN PERMISSION, DOES NOT VIOLATE BUILDING LINE RESTRICTIONS.

NOTE: BUILDER SHALL VERIFY ALL LOT DIMENSIONS, EASEMENTS & BUILDING LINES PRIOR TO COMMENCING CONSTRUCTION.

PROJECT: MATTHEW BISSONNETTE  
 645 WOODCREST LN.  
 LAKEWOOD VILLAGE, TX 75068  
 02/10/2021

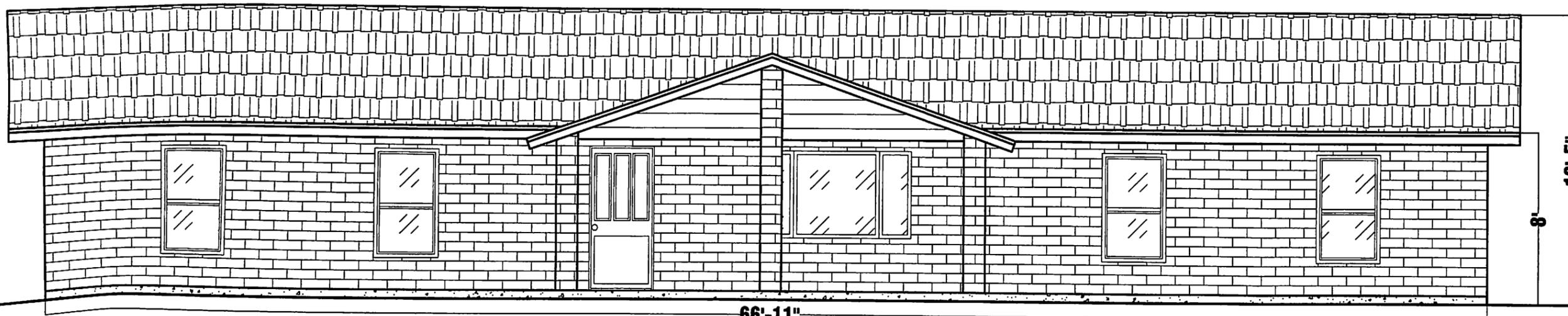
Scale:

3/16" = 1'-0"



CONSTRUCTION  
CONSULTANTS

9720 COIT RD  
STE 220-108  
PLANO, TX 75025  
ME 4394.5787  
EVINTRACC@GMAIL.COM



EXISTING FRONT ELEVATION

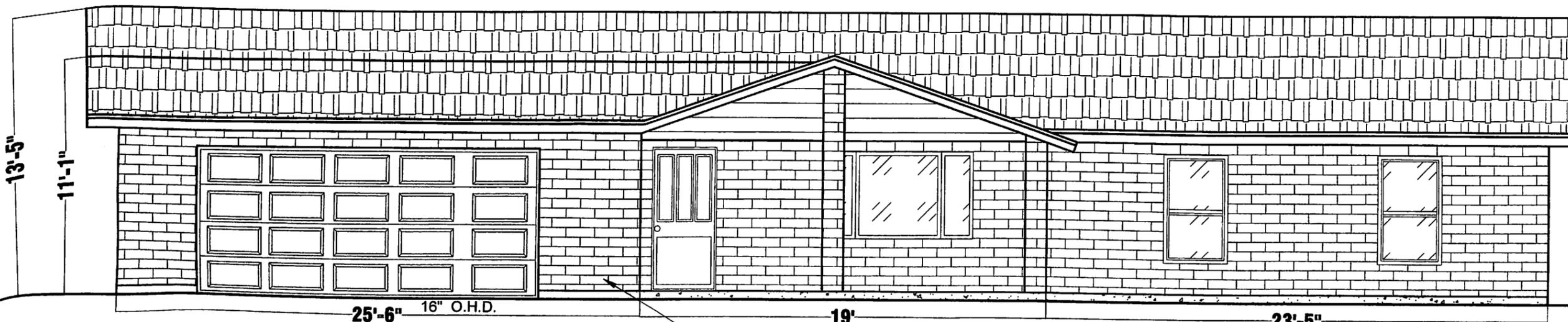
66'-11"

13'-5"

8"

THIS PLOT PLAN IS COMPLETE AND PROPOSED CONSTRUCTION DOES NOT CROSS ANY PROPERTY LINES, DOES NOT EXTEND ONTO OR ACROSS EASEMENTS WITHOUT PROPER WRITTEN PERMISSION, DOES NOT VIOLATE BUILDING LINE RESTRICTIONS.

NOTE: BUILDER SHALL VERIFY ALL LOT DIMENSIONS, EASEMENTS & BUILDING LINES PRIOR TO COMMENCING CONSTRUCTION.



PROPOSED FRONT ELEVATION

25'-6" 16" O.H.D.

19'

23'-5"

BRICK TO MATCH EXISTING

PROJECT:  
MATTHEW BISSENETTE  
645 WOODCREST LN.  
LAKEWOOD VILLAGE, TX 75068

02/10/2021

Scale:

3/16" = 1'-0"

ELEV-1



CONSTRUCTION  
CONSULTANTS

9720 COIT RD  
STE 230-108  
PLANO, TX 75025  
M214.394.5787  
EVINTRACC@GMAIL.COM

THIS PLAN IS COMPLETE AND  
PROPOSED CONSTRUCTION DOES NOT  
CROSS ANY PROPERTY LINES, DOES  
NOT EXTEND ONTO OR ACROSS EASE-  
MENTS WITHOUT PROPER WRITTEN  
PERMISSION, DOES NOT VIOLATE  
BUILDING LINE RESTRICTIONS.

NOTE:  
BUILDER SHALL VERIFY  
ALL LOT DIMENSIONS,  
EASEMENTS & BUILDING  
LINES PRIOR TO COM-  
MENCING CONSTRUCTION.

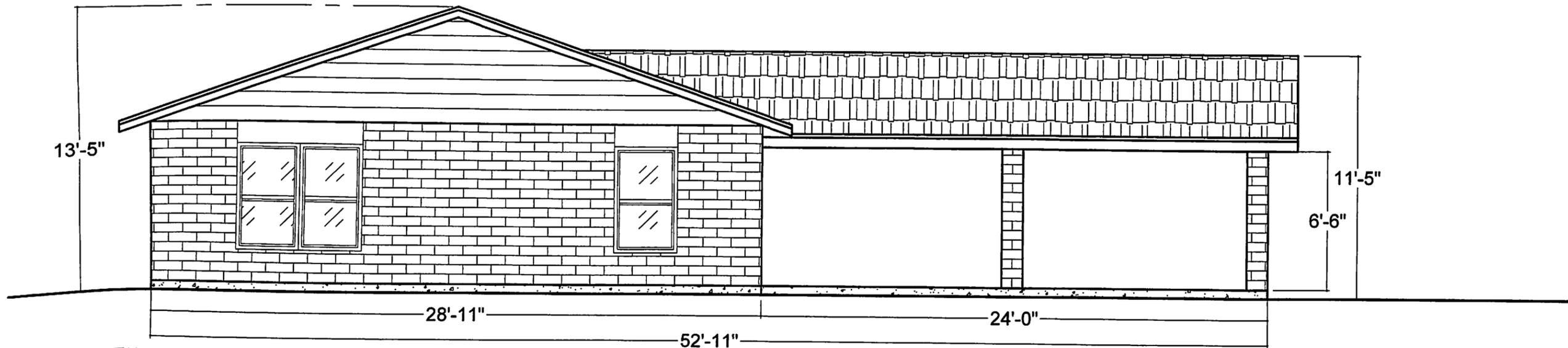
PROJECT:  
MATTHEW BISSONNETTE  
645 WOODCREST LN.  
LAKEWOOD VILLAGE, TX 75068

02/10/2021

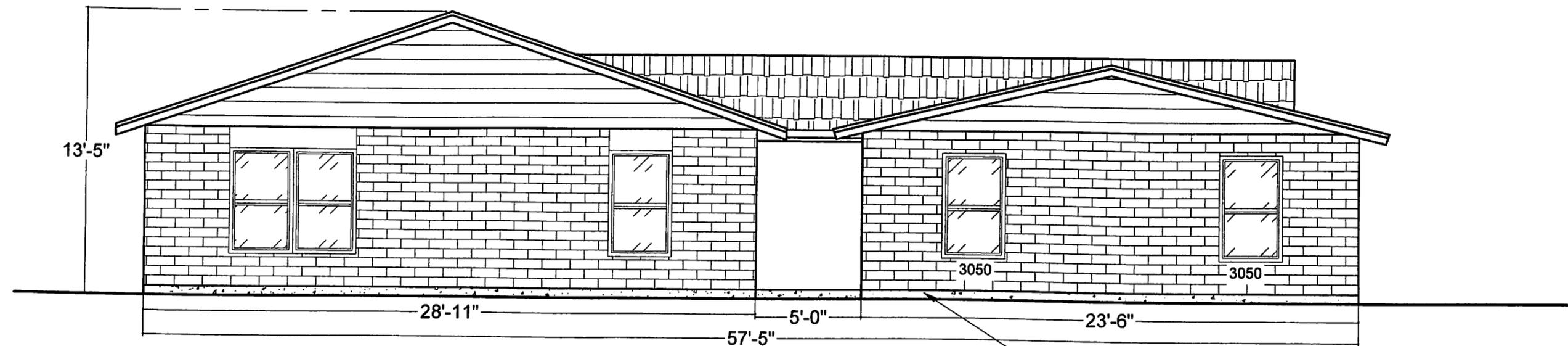
Scale:

3/16" = 1'-0"

**ELEV-2**



EXISTING LEFT ELEVATION



PROPOSED LEFT ELEVATION

BRICK TO MATCH EXISTING

**RESOLUTION NO. 21-01**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, EXTENDING THE DISASTER DECLARATION ISSUED BY MAYORAL PROCLAMATION ON MARCH 4, 2021 IN RESPONSE TO WINTER STORM URI, DECLARING A PUBLIC HEALTH EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 4, 2021, Mayor Mark Vargus, Mayor of the Town of Lakewood Village, Texas issued a mayoral proclamation declaring a local disaster for public health emergency for the Town of Lakewood Village in response to Winter Storm Uri; and

**WHEREAS**, the Town of Lakewood Village, Texas in the County of Denton County has suffered widespread or severe damage, and loss of property resulting from severe winter weather and winter storm with sub-freezing temperatures which began Sunday, February 14, 2021, and

**WHEREAS**, Section 418.102 of the Local Government code grants the Mayor of the Town of Lakewood Village, Texas, a general law municipality, authority to declare a local state of disaster; and

**WHEREAS**, on March 4, 2021 the Mayor of the Town of Lakewood Village, Texas issued and duly filed with the Town Secretary's Office, a declaration of local disaster for public health emergency.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:**

**SECTION 1.** The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

**SECTION 2.** The Town Council of the Town of Lakewood Village, in accordance with section 418.108 of the Texas Government Code, hereby consents to the continuation and renewal of the Declaration of the Local Disaster and Public Health Emergency, which was signed and executed by the Mayor on Friday, March 4, 2021 attached hereto as Exhibit A.

**SECTION 3.** That the consent hereby given shall continue in effect until said consent is terminated by the Town Council or until the declaration of local disaster herein is terminated by order of the Mayor.

**SECTION 4.** The Town Council of Lakewood Village hereby authorizes the Mayor, and Town Administrator, during the continuation of the declaration of local disaster, without further action of the Town Council, to exercise any powers, take any actions and issue any orders authorized by law, including but not limited to, any measures authorized by Chapter 418 of the Texas Government Code, and to implement any Emergency Orders by Governor Abbott or by Denton County Commissioner Eads.

**SECTION 5.** Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The Town Council hereby declares that it would have passed this Resolution, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION 6:** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 11th day of March 2021.**

\_\_\_\_\_  
Dr. Mark E. Vargus  
MAYOR

\_\_\_\_\_  
Darrell West  
MAYOR PRO-TEM

\_\_\_\_\_  
Clint Bushong  
COUNCILMAN

\_\_\_\_\_  
Eric Farage  
COUNCILMAN

\_\_\_\_\_  
Matthew Bissonnette  
COUNCILMAN

\_\_\_\_\_  
Serena Lepley  
COUNCILWOMAN

**ATTEST:**

\_\_\_\_\_  
Linda Asbell, TRMC, CMC  
Town Secretary

EXHIBIT A



**Declaration of Local Disaster and Public Health  
Emergency Related to Winter Weather**

WHEREAS, the Town of Lakewood Village, Texas in the County of Denton County has suffered widespread or severe damage, and loss of property resulting from severe winter weather and winter storm with sub-freezing temperatures which began Sunday, February 14, 2021, and

WHEREAS, the Governor of Texas Greg Abbott issued a severe weather disaster declaration on February 12, 2021 under Section 418.014 of the Texas Government Code, covering 254 counties, authorizing the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster pursuant to Section 418.017, and

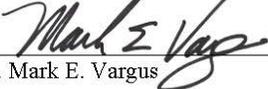
WHEREAS, it is necessary to preserve and protect the public health and property of the residents of the Town of Lakewood Village with the disease already present in Denton County; and

WHEREAS, as the Town of Lakewood Village Mayor, I have determined that a local state of disaster must be declared in Lakewood Village.

**NOW, THEREFORE, BE IT DECLARED BY THE MAYOR OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:**

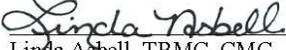
1. That a local state of disaster is hereby declared for Lakewood Village pursuant to Section 418.108(a) of the Texas Government Code
2. Pursuant to §418.108(b) of the Texas Government Code, the local state of disaster and public health emergency shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the Lakewood Village Town Council.
3. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the Town Secretary.
4. Pursuant to §418.108(d) of the Texas Government Code, this declaration of a local state of disaster and public health emergency activates the Town of Lakewood Village Emergency Management Plan.

This declaration shall take effect immediately from and after its issuance.  
ORDERED and DECLARED this 4<sup>th</sup> day of March 2021

  
\_\_\_\_\_  
Dr. Mark E. Vargus  
Mayor



I certify this declaration was filed with my office on this 4<sup>th</sup> day of March 2021 by Dr. Mark E. Vargus, Mayor. I further certify that prompt and general publicity of the foregoing declaration was effected the same date as signing and filing.

  
Linda Asbell, TRMC, CMC  
Town Administrator | Town Secretary

THE STATE OF TEXAS  
COUNTY OF DENTON

§  
§  
§

TOWN OF LAKEWOOD VILLAGE, TEXAS  
AND  
LITTLE ELM INDEPENDENT SCHOOL DISTRICT

**LEASE AGREEMENT FOR RECREATIONAL PURPOSES**

This Lease Agreement for Recreational Purposes (“**Lease**”) is made and entered into by and between Little Elm Independent School District (“**LEISD**” or “**Lessor**”), whose address for the purposes of this Lease is 300 Lobo Lane, Little Elm, Texas 75068, and the Town of Lakewood Village, Denton County, Texas (“**Town**” or “**Lessee**”), whose address for the purposes of this Lease is 100 Highridge Drive, Lakewood Village, Texas 75068. This Lease shall be effective as of the date of the latter to execute this Lease by and between the Lessor and Lessee (“**Effective Date**”).

WITNESSETH:

ARTICLE I

**Leased Premises**

1.1 In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LEISD does hereby lease to the Town, and the Town does hereby lease from LEISD, the following property:

**Being 14.950 acres of land as more particularly described and/or depicted in *Exhibit A*, which is attached hereto and incorporated herein for all purposes;**

together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to the said leased premises (“**Leased Premises**”). The Town has inspected the Leased Premises and by the execution of this Lease accepts it in its present condition, AS IS, WHERE IS, and WITH ALL FAULTS. The Leased Premises includes a portion of Lakecrest Drive as shown on **Exhibit A**, the Town agrees that no recreational fields will be built on Lakecrest Drive unless and until it has been abandoned as a public right-of-way.

ARTICLE 2

## **Term and Termination**

### **Initial Term**

- 2.1 The initial term of this Lease shall be for twelve (12) months beginning on the Effective Date and terminating twelve (12) months later, unless sooner terminated, extended and/or renewed as provided in this Lease. If the Town does not vacate the Leased Premises following expiration or termination of this lease, the Town will become a tenant at will and must vacate the Leased Premises on receipt of notice from LEISD. No holding over by the Town, whether with or without the consent of LEISD, will extend the term.

### **Extension Terms**

- 2.2 The Town may renew and extend the Lease for up to two additional twelve (12) month terms (each an “**Extension Term**”) provided that the Town provides written notice to LEISD of its intent to do so at least thirty (30) days before the term of the Lease is set to expire.

### **Termination**

- 2.3 LEISD may terminate this Lease, at any time, without cause if the Leased Premises are needed for school purposes, including, but not limited to, construction of a school facility. LEISD shall notify the Town in writing at least ninety (90) days prior to its termination of the Lease. LEISD shall not be responsible for reimbursing the Town for any recreational fields built or installed by the Town. The Town shall be responsible for removing the recreational fields upon the expiration of this Lease or upon receipt of a notice of termination from LEISD.

## **ARTICLE 3 Consideration**

- 3.1 As consideration for LEISD leasing the Leased Premises to the Town, the Town agrees to maintain the Leased Properties (including watering and mowing) during the term and the Town agrees to install recreational fields (such as a softball/little league type field and potentially a soccer field) on the Leased Premises at no cost to LEISD. As additional consideration for LEISD leasing the Leased Premises to the Town, the Town agrees that LEISD may use any recreational fields on the Leased Premises at no cost to LEISD. The Town and LEISD agree to coordinate schedules for use of the recreational fields. Any use

of pesticides by the Town on the Leased Premises must comply with LEISD's Board Policy CLB (Legal), Integrated Pest Management.

No rent shall be paid as part of this Lease.

#### **ARTICLE 4 Use of Leased Premises during the Term; Insurance**

##### **Permitted Use**

4.1 The Town will use the Leased Premises only for public recreational purposes, maintenance, and installation and removal of recreational fields, unless LEISD gives the Town prior written consent for a different use. No parking shall be allowed on the Leased Premises.

##### **Waste, Nuisance, or Illegal Uses**

4.2 The Town may not use, or permit the use of, the Leased Premises in any manner that result in waste of the Leased Premises or constitutes a nuisance or interference with the rights of others. Nor may the Town use, or permit the use of, the Leased Premises for any purpose which constitutes a violation of any law, ordinance, or governmental regulation or order. The Town shall obtain and pay for all permits required for the Town's occupancy and use of the Leased Premises and any improvements located thereon and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by the Town of the Leased Premises or any improvements located thereon. The Town agrees not to use, or permit using, the Leased Premises in any manner that will cause a cancellation of, or an increase in, the rates for fire, liability, or other insurance policies covering the Leased Premises, if any, or any improvements on them or insuring LEISD for any liability in connection with owning the Leased Premises. LEISD will join, if necessary, in the application for any permit or authorization with respect to any authorized use of the Leased Premises.

##### **Utility Services**

4.3 The Town shall pay the cost of utility services, including but not limited to initial connection charges, if any, all charges for gas and electricity used on the Leased Premises, if any. The Town shall pay water bills covering the Leased Premises during the term.

**Insurance**

4.4 The Town shall each keep in force throughout the Term of this Lease a Commercial General Liability insurance policy or policies to protect against liability resulting from any accident occurring in or upon the Leased Premises with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the annual aggregate, covering bodily injury and property damage liability and shall cause LEISD to be named as an additional insured on such policies of insurance. The Town shall maintain insurance on the Town’s personal property. The Town shall maintain insurance on any recreational fields installed, maintained, or used on the Leased Premises during the initial term or any Extension Term. The Town shall deliver certificates of insurance to LEISD prior to the commencement of the initial term, and at other times upon request by LEISD.

**ARTICLE 5  
Covenant Against Liens**

5.1 If, because of any act or omission of the Town, any lien, charge, or order for payment of money is filed against the Leased Premises, the Town shall, at its expense, cause the lien or liens to be discharged of record or bonded within ninety (90) days after it receives written notice from LEISD of their filing.

**ARTICLE 6  
Services, Maintenance, Surrender, Alterations, and Additions**

6.1 The Town shall be responsible for routine, general maintenance and repairs of the Leased Premises including, but not limited to, the following: all landscape, irrigation, hardscape, fencing, athletic fields, and all other infrastructure.

**Maintenance and Surrender by Lessee**

6.2 The Town shall maintain the Leased Premises throughout the Lease term, and any Extension Term, and keep the Leased Premises free from waste and nuisance. At the termination or expiration of this Lease, the Town shall deliver the Leased Premises in as

good a state of repair and condition as they were in at the time LEISD delivered possession to the Town, reasonable wear and tear, and damage by fire, tornado, or other casualty excepted. In the event the Town should neglect to maintain the Leased Premises, LEISD shall have the right, but not the obligation, to cause repairs or corrections for which the Town is responsible under this section.

### **Alteration and Additions**

6.3 The Town may make additions or improvements to or alterations of the Leased Premises consisting of the improvements described in Section 3.1, or other additions, alterations, or improvements approved by LEISD in advance in writing. All maintenance and repair, and each such addition, improvement, or alteration (a) must not, individually or in the aggregate, substantially lessen the fair market value of the Leased Premises or materially affect the Leased Premises' usefulness for LEISD purposes, (b) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all applicable laws and regulations, (c) shall become part of the Leased Premises and subject to this Lease; and (d) shall be removed by the Town at the expiration or termination of this Lease. The Town shall be responsible for all costs and expenses related to the design, installation and construction of the recreational fields and the utilities therefor. At LEISD's option, any such additions or improvements may remain on the Leased Premises upon expiration or termination of this Lease and shall become the property of LEISD.

## **ARTICLE 7 Damage or Destruction**

### **Notice to LEISD**

7.1 If the Leased Premises, or any improvements on the Leased Premises should be damaged or destroyed by fire, tornado or other casualty, the Town shall give immediate written notice of the damage or destruction to LEISD, including a description of the damage and, as far as known to the Town, the cause of the damage. LEISD shall not be responsible for reimbursing the Town for any damage or destruction to additions, alterations, or improvements installed by Town.

## **Total Destruction**

7.2 If the Leased Premises are totally destroyed by fire, tornado, or other casualty not the fault of the Town or any person in or about the Leased Premises with the express consent of the Town, or if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed within ninety (90) calendar days this Lease shall terminate. LEISD shall not be responsible for reimbursing the Town for any damage or destruction to additions, alterations, or improvements installed by Town.

## **ARTICLE 8 Condemnation**

### **Notice**

8.1 If any proceedings or negotiations are instituted which do or may result in a taking, each party will promptly give notice thereof to the other, describing its nature and extent.

### **Condemnation**

8.2 If during the term of this Lease, or any extension or renewal of the Lease, all, or any part of, the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, those portions of the Leased Premises so taken shall be removed from the terms of this Lease.

### **Condemnation Award**

8.3 LEISD shall receive the award from any condemnation, however, the Town shall be entitled to that portion of the net award, if any, representing payment for its leasehold interest. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking.

## **ARTICLE 9 Inspection**

9.1 The Town and its officers, agents, employees, and representatives shall have the right to enter into and upon any and all parts of the Leased Premises at all reasonable hours for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as the

Town may deem necessary (but without any obligation to perform any of these functions except as expressly provided in this Lease).

- 9.2 LEISD and its officers, agents, employees, and representatives shall have the right to enter into and upon any and all parts of the Leased Premises at all reasonable hours for purposes of inspection, access, parking, cleaning, maintenance, repairs, alterations, or additions as LEISD may deem necessary (but without any obligation to perform any of these functions except as expressly provided in this Lease).

## **ARTICLE 10 Assignment**

- 10.1 Neither the Town or LEISD may assign this Lease without the prior written consent of the other party.

## **ARTICLE 11 Events of Default, Remedies**

### **Town's Default**

- 11.1 If the Town defaults in the observance or performance of any provision of this Lease, and the default continues for thirty (30) days after LEISD gives written notice to the Town specifying the default and demanding that it be cured, such occurrence, condition, or act shall constitute an "Event of Default" under this Lease and LEISD may terminate this Lease.

### **Waiver of Default**

- 11.2 No waiver by either party of any default or violation or breach of any of the terms, provision and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law upon an event of default shall not be deemed or construed to constitute a waiver of such default.

## **ARTICLE 12**

**Notices**

12.1 All notices to be given under this Lease shall be in writing, given by certified mail or registered mail, addressed to the proper party, and shall be deemed duly served and given when received by the party to whom it is directed at the following addresses:

**Lessor:** The Town of Lakewood Village  
100 Highridge Drive  
Lakewood Village, Texas 75068  
Attn: \_\_\_\_\_

**With a copy to:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**Lessee:** Little Elm Independent School District  
300 Lobo Lane  
Little Elm, Texas 75068  
Attn: Daniel Gallagher, Superintendent

**With a copy to:** Walsh Gallegos Treviño Russo & Kyle P.C.  
P.O. Box 168046  
Irving, Texas 75016-8046  
Attn: Elisabeth Nelson

Either party may change the address to which Notices are to be sent by giving the other party notice of the new address in the manner provided in this Section.

**ARTICLE 13  
Miscellaneous**

**Amendments**

13.1 No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same is in writing, dated subsequent to the date of this Lease, and duly executed by authorized representatives of both parties to this Lease.

13.2 This Lease shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease.

**Quiet Enjoyment**

13.3 Upon due performance by the Town of its covenants and agreements under this Lease, LEISD covenants that the Town shall and may at all times peaceably and quietly have, hold and enjoy the Leased Premises during the Lease term.

**Severability**

13.4 In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been included in the Lease.

**Prior Agreements Superseded**

13.5 This Lease constitutes the sole and only agreement of the parties to the Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

**Texas Law to Apply**

13.6 This Lease shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Denton County, Texas. Venue for any dispute arising under this Lease shall be in Denton County, Texas.

**Attorneys Fees and Costs**

13.7 If, as a result of a breach of this Lease by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney’s fees and costs incurred to enforce the Lease.

**Construction**

13.8 All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter, as the context or sense of this Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

**Non-waiver**

13.9 No delay or failure by either party to exercise any right under this Lease and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

### **Force Majeure**

13.10 Neither LEISD nor the Town shall be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Lessor or Lessee, and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome. Such obligation to perform shall be extended by a period of time equal to the duration of such events. However, in the event that the force majeure condition should extend beyond ninety (90) days, then the inability to perform any obligations may be considered a default by the non-defaulting party.

### **Headings**

13.11 The Article and Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Lease.

### **Counterparts**

13.12 This Lease will be simultaneously executed in three (3) or more counter-parts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

### **Relationship of Parties**

13.13 Lessor and Lessee shall not be considered or deemed to be joint ventures or partners and neither shall have the power to bind or obligate the other except as set forth herein, it being expressly understood and agreed that no provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Lease.

### **Governmental Immunity**

13.14 Notwithstanding anything to the contrary, by entering into this Lease nothing herein is intended to waive or limit the governmental immunity or sovereign immunity under law

by the Town or LEISD.

**EXECUTED** in triplicate originals on the dates set forth below.

**TOWN OF LAKEWOOD VILLAGE, TEXAS,**  
A Texas general law municipality

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

**LITTLE ELM INDEPENDENT SCHOOL  
DISTRICT,**  
A Texas political subdivision

By: \_\_\_\_\_  
Daniel Gallagher, Superintendent  
Date Executed: \_\_\_\_\_

## *Exhibit A*

### **Legal Description of the Leased Premises**

SITUATED in the City of Lakewood Village, in the William Loftin Survey, Abstract No. 750 of Denton County, Texas and being a portion of that certain called 77.89 acre tract of land described in a Warranty Deed from Palmetto Associates, Inc. to Sam Hill Venture, dated March 5, 2004 and recorded in Document No. 2004-39575, Deed Records, Denton County, Texas (D.R.D.C.T.) and said parcel of land being more particularly described by metes & bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the northeasterly inside ell corner of the above described 77.89 acre Sam Hill Venture tract and said point being on the north right-of-way line of Lakecrest Drive (a 60' wide public right-of-way as dedicated by Volume 960, Page 824, D.R.D.C.T.) and said point also being the most westerly northwest corner of Lakewood Village, Second Section, an addition to the City of Lakewood Village, according to the plat thereof, recorded in Cabinet J, Page 79, Plat Records, Denton County, Texas;

THENCE: South 00 deg. 31 min. 42 sec. East, across said Lakecrest Drive and along the east line of said 77.89 acre tract and the west line of said Lakewood Village addition, a distance of 38.21 feet to a mag nail with a steel washer, stamped "RPLS 4701", set in concrete on the south side of said Lakecrest Drive for the POINT OF BEGINNING and said point being the northeast corner of the hereinafter described parcel of land;

THENCE: South 00 deg. 31 min. 42 sec. East, continuing across said Lakecrest Drive, at 22.14 feet, passing the intersection of the south right-of-way line of said Lakecrest Drive and the west right-of-way line of High Ridge Drive (a 60' wide public right-of-way, dedicated by the above described plat) and continuing along the east line of said 77.89 acre tract and the west line of said Lakewood Village addition as well as the west right-of-way line of said High Ridge Drive for a total distance of 294.39 feet to a 1/2 inch iron rod found for corner;

THENCE: South 18 deg. 50 min. 58 sec. East, continuing along the common line of said 77.89 acre tract and High Ridge Drive, a distance of 544.61 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the southeast corner of this parcel of land;

THENCE: South 88 deg. 50 min. 10 sec. West, departing from the west right-of-way line of said High Ridge Drive, over and across said 77.89 acre tract, a distance of 227.07 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner at the beginning of a curve to the left, having a radius of 675.00 feet, a central angle of 33 deg. 06 min. 39 sec. and a chord that bears South 73 deg. 43 min. 07 sec. West - 384.67 feet;

THENCE: Continuing across said 77.89 acre tract, with said curve to the left, an arc distance of 390.08 feet to 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner at the end of said curve;

THENCE: South 57 deg. 09 min. 47 sec. West, continuing across said 77.89 acre tract, a distance of 112.36 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the southwest corner of this parcel of land;

THENCE: North 32 deg. 32 min. 42 sec. West, continuing across said 77.89 acre tract, a distance of 147.26 feet to 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner at the beginning of a curve to the right, having a radius of 810.00 feet, a central angle of 31 deg. 58 min. 54 sec. and a chord that bears North 16 deg. 33 min. 15 sec. West – 446.28 feet;

THENCE: Continuing across said 77.89 acre tract, in a northerly direction, with said curve to the right, an arc distance of 452.13 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for corner at the end of said curve;

THENCE: North 00 deg. 33 min. 48 sec. West, continuing across said 77.89 acre tract, at 328.80 feet, passing the south right-of-way line of the above described Lakecrest Drive and at 388.90 feet, passing the north-right-of-way line of said Lakecrest Drive and continuing for a total distance of 419.53 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the northwest corner of this parcel of land;

THENCE: North 89 deg. 04 min. 10 sec. East, continuing across said 77.89 acre tract, at 344.21 feet, again passing the north right-of-way line of said Lakecrest Drive and continuing across said Lakecrest Drive for a total distance of 722.60 feet to the POINT OF BEGINNING and containing 651,214 square feet or 14.950 gross acres of land (0.835 acres within the right-of-way of Lakecrest Drive).





**BUILDING DEPARTMENT**

**VARIANCE REQUEST**

100 Highridge Drive  
Lakewood Village, TX 75068  
(972) 294-5555 Office (972) 292-0812 Fax  
[linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us)

REVISED: 10/09/2014

APPLICANT / OWNER	
Applicant Name <i>Todd Arnold</i>	Address <i>2233 Cardinal Blvd</i>
Day Time Telephone <i>817-538-3080</i>	<i>Carrollton, Tx 75010</i>
Email <i>todd@anotinaylor.com</i>	
Owner Name <i>Tyron Smith</i>	Address <i>12 Cowboy Way #1704</i>
Day Time Telephone <i>480-221-7726</i>	<i>Frisco, Tx 75304</i>
Email <i>estatemanager@smithresidence.com</i>	
PROPERTY	
Address or General Location <i>77 Stowe Ct</i>	
Legal Description (If Platted) <i>77 Stowe Ct. Lot 15 Block C of Lakewood Village section 5</i>	
Lot Size <i>2.277</i>	Zoning Classification
Existing Use of Land and/or Building(s) <i>Vacant lot</i>	
REQUESTED VARIANCE	
Variance to Section(s) of the Ordinance <i>Fence Ordinance Chapter 4 #2</i>	
Current Ordinance Requirement(s) <i>Fence located in front yard may not exceed three (3) feet in height</i>	
Requested Variance(s) <i>(2) 5' tall columns and a 5' tall sliding gate</i>	



BUILDING DEPARTMENT

# VARIANCE REQUEST

100 Highridge Drive  
Lakewood Village, TX 75068  
(972) 294-5555 Office (972) 292-0812 Fax  
[linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us)

REVISED: 10/09/2014

## SUBMITTAL REQUIREMENTS

If the applicant is not the owner, a letter signed and dated by the owner certifying their ownership of the property and the authorizing the applicant to represent the person, organization, or business that owns the property.

If not platted, a metes and bounds legal description of the property.

A written statement documenting the reason for the variance(s), including evidence that the request complies with the following criteria as required for approval of a variance.

- 1) A unique physical condition exists within or adjacent to the subject tract or structure(s) located thereon which distinguishes it from other similarly situated, and which creates an exceptional hardship, difficulty, or inequity that would result from literal enforcement of the ordinance;
- 2) The condition or characteristic noted above is not caused by an action of the property owner, occupant, or applicant;
- 3) The variance is the minimum amount necessary to allow a reasonable use of the property;
- 4) The sole reason for the variance is not a desire of the owner, occupant, or applicant for increased financial gain or reduced financial hardship;
- 5) The variance will not adversely affect public health or safety, and will not substantially or permanently interfere with the appropriate use of adjacent conforming property in the same district; and,
- 6) The variance will not alter the essential character of the zoning district within which the subject property is located, and is in harmony with the intent and purposes of the zoning ordinance.

Site plan, submitted on drawing sheet size 11" X 17", showing:

- 1) Scale and north arrow;
- 2) Location of site with respect to streets and adjacent properties;
- 3) Property lines and dimensions;
- 4) Location and dimensions of buildings;
- 5) Building setback distances from property lines;
- 6) Location, dimensions, and surface type of off-street parking spaces and loading areas; and
- 7) Any other proposed features of the site which are applicable to the requested variance.

## NOTICE

To the best of my knowledge, this application and associated documents are complete and correct, and it is understood that I or another representative should be present at all public meetings concerning this application.

Applicant Signature

Date

23 Feb 21



**BUILDING DEPARTMENT**

**VARIANCE REQUEST**

100 Highridge Drive  
Lakewood Village, TX 75068  
(972) 294-5555 Office (972) 292-0812 Fax  
[linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us)

REVISED: 10/09/2014

TOWN USE ONLY	
Received By <i>[Signature]</i>	Receipt Number <i>N/A</i>
Date Submitted <i>2/24/2021</i>	Case Number <i>77 Stowe - fence</i>
Date Notices Mailed <i>N/A</i>	Date Notice Published <i>N/A</i>
Town Council Meeting Date <i>3/11/2021</i>	
Decision	
Conditions	

AUTO SLIDING GATE

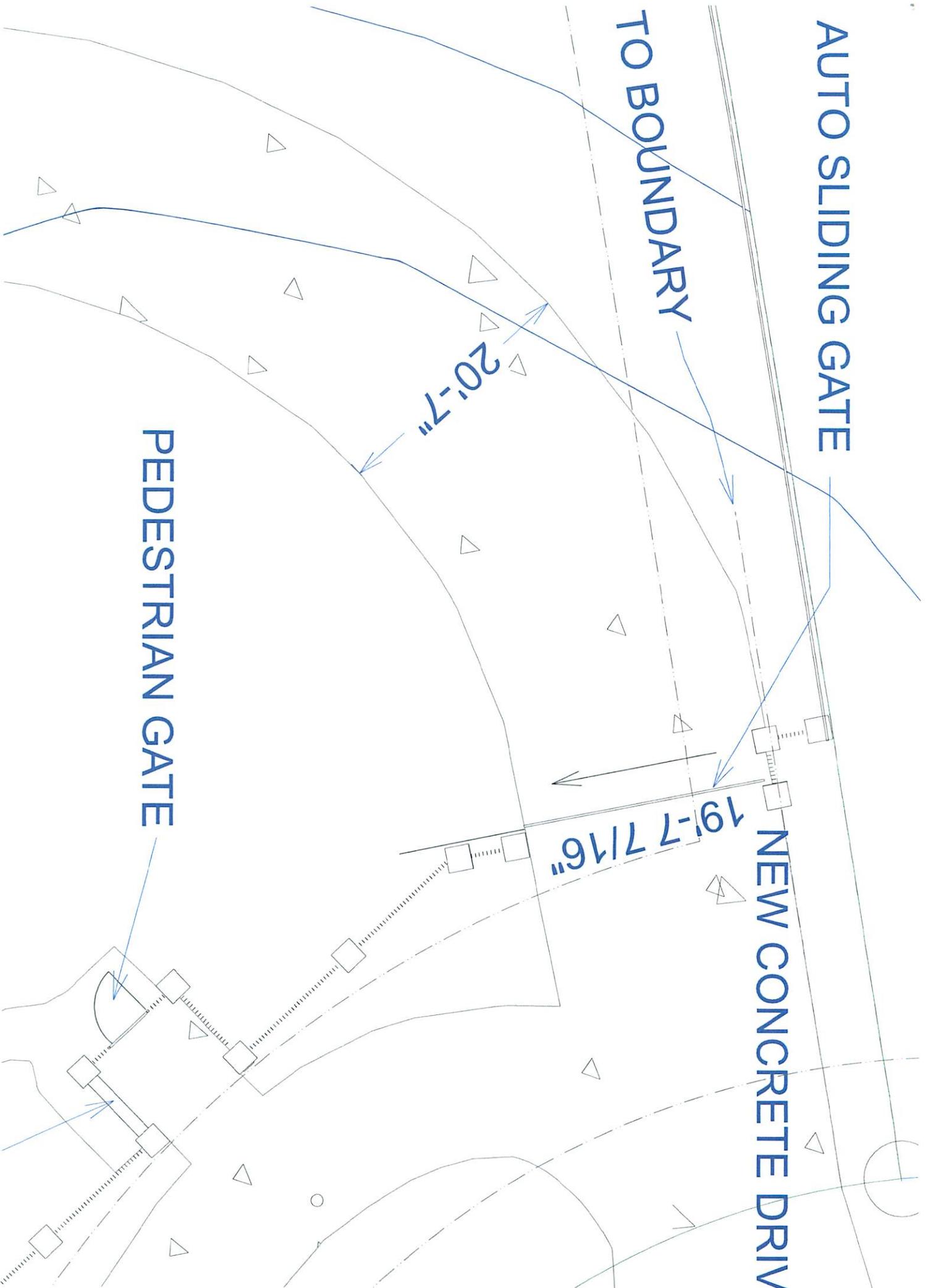
TO BOUNDARY

20'-7"

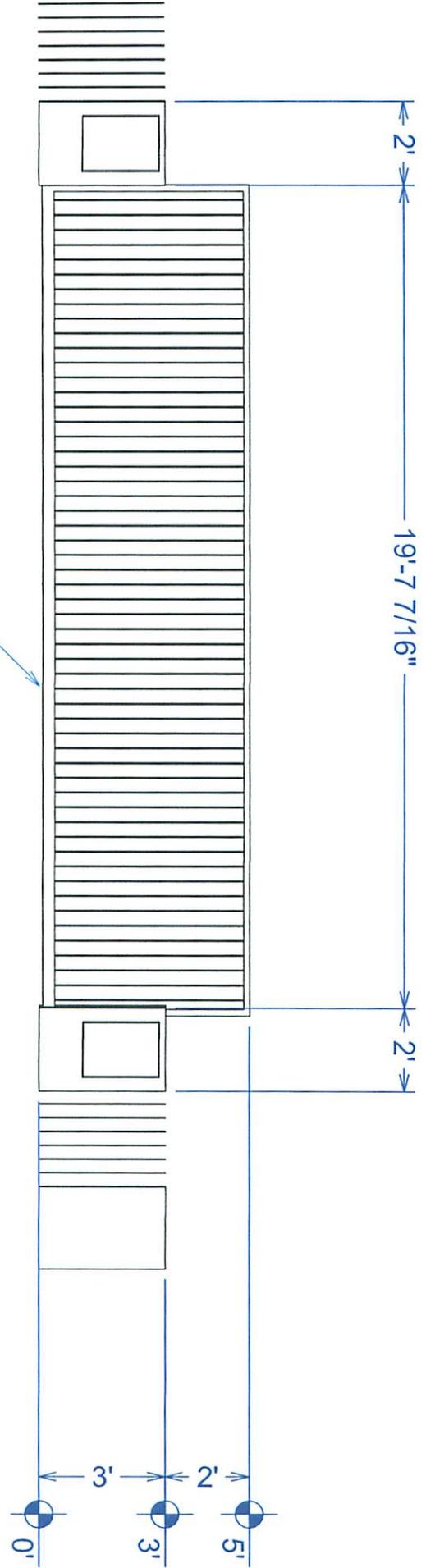
19'-7 7/16"

NEW CONCRETE DRIV

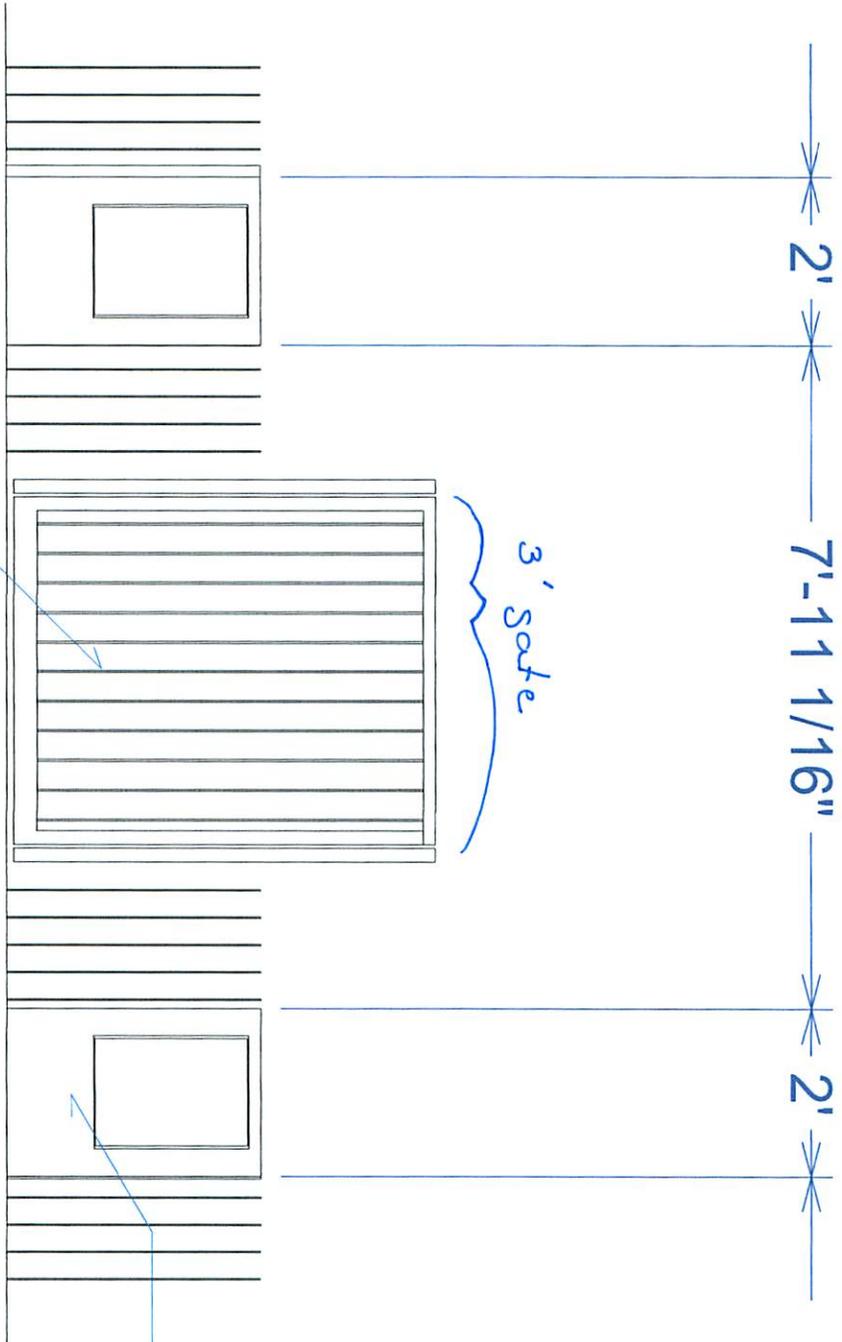
PEDESTRIAN GATE



AUTOMATIC GATE  
TO FUTURE DETAIL



WROUGHT IRON VISUALLY  
PERMEABLE TO FUTURE DETAIL



MASONRY COLUMNS

# PEDESTRIAN GATE

SCALE 1/2" = 1'-0"

**TOWN OF LAKEWOOD VILLAGE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING LAKEWOOD VILLAGE'S COMPREHENSIVE ZONING ORDINANCE NO. 19-02 AND LAKEWOOD VILLAGE'S ZONING PLANNED DEVELOPMENT ORDINANCE NO. 20-09; REZONING A TRACT OF LAND CONSISTING OF 94.1 ACRES, MORE OR LESS, SITUATED IN THE B.C. SHAHAN SURVEY, ABSTRACT NO. 1169, W. LOFTON SURVEY, ABSTRACT NO. 750, C.C. DICKSON SURVEY, ABSTRACT NO. 339, AND WM. H. PEA SURVEY, ABSTRACT NO. 1044 IN THE TOWN OF LAKEWOOD VILLAGE, DENTON COUNTY, TEXAS HERETOFORE ZONED AGRICULTURAL (A) AND PLANNED DEVELOPMENT-SINGLE FAMILY RESIDENTIAL (PD-SF) IS REZONED PLANNED DEVELOPMENT-SINGLE FAMILY RESIDENTIAL (PD-SF); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the Town of Lakewood Village, Texas ("Lakewood Village") has received a request from Sam Hill Venture to rezone 94.1 acres of land, more or less, situated in the B.C. Shahan Survey, Abstract No. 1169, W. Lofton Survey, Abstract No. 750, C.C. Dickson Survey, Abstract No. 339, and Wm. H. Pea Survey, Abstract No. 1044, in Lakewood Village, Denton County, Texas; and

**WHEREAS**, the Town Council of Lakewood Village (the "Town Council") has investigated into and determined that the facts contained in the request are true and correct; and

**WHEREAS**, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

**WHEREAS**, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Lakewood Village and its inhabitants to amend Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 and Lakewood Village's Zoning – Planned Development-01 Ordinance No. 20-08 and rezone this property as set forth below.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:**

**SECTION 1: Findings Incorporated.**

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2: Amendments to Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 and Lakewood Village's Zoning Planned Development -01 Ordinance No. 20-08.**

Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 and Lakewood Village's Zoning Planned Development – 01 Ordinance 20-08 are amended as follows: The zoning designation of the below-described property containing 94.1 acres, more or less, situated in the B.C. Shahan Survey, Abstract No. 1169, W. Lofton Survey, Abstract No. 750, C.C. Dickson Survey, Abstract No. 339, and Wm. H. Pea Survey, Abstract No. 1044, in Lakewood Village, Denton County, Texas, (the "Property") and all streets,

roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Planned Development-Single Family Residential (PD-SF).

The Property as a whole is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The development plans, standards, uses and schedules for the Property in this Planned Development District shall conform to, and comply with 1) the planned development standards attached hereto as Exhibit "B", and 3) the conceptual plan attached hereto as Exhibit "C". Exhibits "B" and "C" are incorporated herein for all purposes. Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules and regulations of Lakewood Village, as they currently exist or may be amended.

Three (3) original, official and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

a. Two (2) copies shall be filed with the Town Secretary and retained as the original records and shall not be changed in any manner.

b. One (1) copy shall be filed with the building inspector and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

**SECTION 3: No Vested Interest/Repeal.**

No developer or property owner shall acquire any vested interest in this Ordinance, the Planned Development Zone or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

**SECTION 4: Unlawful Use of Premises.**

It shall be unlawful for any person, firm or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

**SECTION 5: Penalty Provision.**

Any person, firm, corporation or business entity violating this Ordinance or any provision of Lakewood Village's Comprehensive Zoning Ordinance No. 19-02, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Lakewood Village from filing suit to enjoin the violation. Lakewood Village retains all legal rights and remedies available to it pursuant to local, state and federal law.

**SECTION 6: Savings/Repealing Clause.** Lakewood Village's Comprehensive Zoning Ordinance No. 19-02 and Zoning Planned Development – 01 Ordinance No. 20-08 shall each remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a

prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 7: Severability.**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Lakewood Village hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 8: Effective Date.**

This Ordinance shall become effective from and after its adoption and publication as required by law.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.**

\_\_\_\_\_  
Dr. Mark E. Vargus  
Mayor

ATTESTED TO:

\_\_\_\_\_  
Linda Asbell, TRMC, CMC  
Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Wm. Andy Messer  
Town Attorney

*DATE(S) OF PUBLICATION:* \_\_\_\_\_

**EXHIBIT F-A**

**Legal Description**

A0339A C.C. DICKSON, TR 2A, 14.9108 ACRES  
A0339A C.C. DICKSON, TR 2A(1), 0.164 ACRES

A0339A C.C. DICKSON, TR 3, .81 ACRES, OLD DCAD TR #3  
A0750A WM LOFTIN, TR 3, 6.473 ACRES  
A0750A WM LOFTIN, TR 4A, 65.039 ACRES  
A1169A B.C. SHAHAN, TR 46, 4.7 ACRES, OLD DCAD TR #3B  
A1169A B.C. SHAHAN, TR 45D, .588 ACRES, OLD DCAD TR #3C(4)

**EXHIBIT F-B**

**Development Standards**

**1. Permitted Uses**

A. Allowed Uses: Land uses allowed within this PD district are as follows:

- Garage Apartment
- Guest House
- Single Family Residence
- Accessory Structure - C
- Child-Care: Home - C
- Home Occupation – C
- Homebuilder Marketing Center – C
- Municipal Uses Operated by the Town
- Public School
- Parks or Open Space
- Electrical Sub Station - S
- Telephone Exchange – S
- Temporary buildings of the builders and uses incidental to construction work on the premises, which shall be removed upon completion of such work.

\*C – specifies a conditional use which is permitted if the conditional development standards contained in the Zoning Ordinance are met.

\*S - indicates Specific Use Permit is required

**2. Development Standards - Single-Family Residential**

A. Area and building requirements: This Planned Development Ordinance permits three different single-family residential lot types: Type A, Type B, and Type C. The development standards for each lot type are outlined in the following Table 1.

**Table 1**

<b>Development Standards</b>	<b>Type A</b>	<b>Type B</b>	<b>Type C</b>
<b>Setbacks</b>			
Minimum Front Yard	25 ft	20 ft	10 ft
Minimum Front Yard for porches and swing-in garages	20 ft	20 ft	5 ft
Minimum Side Yard – Dwelling or Accessory Structure	15 ft	10 ft	5 ft
Minimum Rear Yard – Dwelling or Accessory Structure	5 ft	5 ft	5 ft
Minimum Side Yard – Pool and/or Spa	10 ft	10 ft	5 ft
Minimum Rear Yard – Pool and/or Spa	10 ft	10 ft	5 ft
Minimum Side Yard (adjacent to a street)	15 ft	15 ft	10 ft

<b>Lot Dimensions</b>			
Minimum Area	½ acre	1/3 acre	5,000 ft <sup>2</sup>
Minimum Width	90 ft	70 ft	50 ft
Minimum Depth	None	None	None

<b>Dwellings</b>			
Minimum Dwelling Area – Single Story	2,400 ft <sup>2</sup>	1,800 ft <sup>2</sup>	1,400 ft <sup>2</sup>
Minimum Ground Floor Dwelling Area – Two Story	2,400 ft <sup>2</sup>	1,800 ft <sup>2</sup>	1,200 ft <sup>2</sup>
Maximum Height / Stories	2.5	2.5	2.5
Maximum Lot Coverage / Impervious Surface	50%	50%	None
Minimum Elevation (above mean sea level)	540 ft		

- B. Lot Width: The width of any lot shall not be less than as shown in Table 1 as measured at the front building line of the lot, except that lot width for lots at the terminus of a cul-de-sac or along street elbows/eyebrows may be less; provided all other requirements of the section are fulfilled.
- C. Front Yard: The minimum front yard shall be as shown in Table 1. Covered drives and porte-cocheres that are architecturally designed as an integral element of the main structure and are constructed with the same materials as the main structure, may extend an additional five (5) feet into the front yard from the minimum front yard setback. Required front yards must be open and unobstructed except for light posts and flag poles that are twenty (20) feet or less in height. Ordinary projections of windowsills, belt courses, cornices, and other architectural features may project up to twelve (12) inches into the required front yard. A fireplace chimney may project up to two (2) feet into the required front yard if its area of projection does not exceed twelve (12) square feet. Cantilevered roof eaves and balconies may project up to five (5) feet into the required front yard.
- D. Required Parking: A minimum of four (4) off-street concrete parking spaces shall be provided for each residential unit. As part of the parking requirement, at least two (2) of the off-street parking spaces shall be in an enclosed garage. Parking spaces shall be at least ten (10) feet in length, which shall not include any sidewalk.
- E. Floodplain: Any floodplain included within the limits of a single-family lot shall be designated as a no-build easement on the final plat.
- F. Architectural Standards: The following architectural standards shall apply to all single-family homes on Type A and Type B lots within this Planned Development District:
1. Exterior Façade Building Materials: Front elevations (including the street facing side elevation of corner lots) shall be one hundred (100) percent masonry; all other elevations shall be at least eight (80) percent masonry. Masonry shall be defined as brick, natural stone, cut stone, cast stone, hard coat or three-coat stucco (not synthetic). Glass, cement siding, or similar materials may be used for window box-outs, bay windows, roof dormers, or similar architectural features. Rough sawn wood timbers or similar materials may be used for architectural features such as columns and headers

above windows and garage doors. Each floor plan must have a minimum of three (3) elevations offered with different architectural styles.

2. Minimum Roof Pitch: The minimum roof pitch shall be 6:12 for all structures. Exposed gutters shall be compatible with the surface to which they are attached.
3. Roof Material: Roof materials shall be composition 30-year architectural shingles, standing seam metal or copper, natural or imitation slate shingles, or natural or imitation clay shingles. Wooden shingles are prohibited
4. Garages: For each home, at least two garage door bays must face the side property line (i.e. a J-swing garage); any additional garage doors bays may face the street. The minimum garage size is twenty (20) feet in width by twenty (20) feet in depth. Driveways may extend into the side yard setback a maximum of seven (7) feet.
5. Landscaping: Required landscaping shall include a minimum of two (2) four-inch(4”) caliper shade trees in the front yard and one (1) three-inch (3”) caliper shade tree in the rear yard. Additionally, at least one (1) row of shrubs with a minimum height of twenty-four inches (24”) shall be planted on three-foot (3’) centers along the front elevation of the home (excluding the garage and front entry). The rear yard trees shall be placed in locations that will allow installation of a swimming pool without removal of the tree(s). The front yard trees shall be offset and be either three (3) feet closer to house or street than trees in front yard of each adjacent lot, so that trees are not in a straight line down an entire block. All lots must have automatic sprinklers.
6. Fencing: The following fence requirements are illustrated on the Fencing Plan attached hereto as Exhibit D-1.
  - a. Front: Fences extending across the front side yard from the home to the side property line shall be a six-foot (6’) black wrought iron or tubular steel fence. Where the front yard fence intersects with the side yard fence, a decorative metal corner column shall be constructed. The height of the corner column shall be twelve (12) to eighteen (18) inches greater than the fence and the width of the corner column shall be ten (10) to twelve (12) inches.
  - b. Side: Fences constructed along side property lines between lots shall be board-on-board, stained, and weather-treated with a face cap and steel posts and be a minimum of six-foot (6’) in height. However, a six-foot (6’) length of black wrought iron or tubular steel fence shall be constructed to serve as a transition between the side yard wood fence and a wrought iron or tubular steel fence constructed across the front side yard or along the rear property line.

- c. Rear: Rear yard fencing of lots that back to the Greenbelt or Open Space labeled on the Concept Plan attached hereto as Exhibit C and rear yard fencing of lots that back to property owned by the United States Corps of Engineers shall be six-foot (6') in height and constructed of black wrought iron or tubular steel fence. Where lots back to streets, no fence shall be constructed parallel to the wrought iron or tubular steel fencing along the rear of the lot. A rear yard fence between lots or for Type B lots that back to the west shall be board-on-board, stained, and weather-treated with a face cap and steel posts and be a minimum of six-foot (6') in height.
  - d. Fence Height Transitions: Where side yard fences intersect with front or rear yard fences, fences of different heights shall be transitioned so that the fences are the same height where the fences intersect.
  - e. Special Provisions for Waterfront Properties:
    - i. For any fence where any portion will be constructed in the floodplain, the property owner must submit construction plans along with written letters of approval from the US Army Corp of Engineers and the Lakewood Village Floodplain Administrator prior to the Town issuing a permit.
    - ii. Solid fences such as masonry walls, stockade-type, and board on board are not permitted in the floodplain.
  - f. Retaining Walls: Retaining walls must be constructed of stone and designed by an engineer.
7. Driveway, Front Walkway, and Front Porch Materials: All driveways, front walkways, and front porches must be constructed of complementary brick pavers, natural stone, interlocking pavers, stamped concrete, exposed aggregate, or salt with stain finish and bordered with stone, brick, or concrete. The cumulative area of any driveway plus any impermeable surface area located between the front property line and any front building wall shall not exceed fifty (50) percent coverage or twenty-five (25) percent coverage for corner lots.
8. Patios: All front yard patios must be covered and included in the roofline of the home.
9. Chimneys: All chimneys must have decorative metal caps.
10. Screening of Air Conditioning Units and Pool Equipment: Air conditioning units and pool equipment shall be screened from the view of the street by a fence or landscaping.
11. Design Repetition: A minimum of nine (9) platted residential lots must be skipped on the same side and six (6) skipped on the opposite side of a street before rebuilding the same single-family residential unit consisting of an identical elevation and color. The same floor plan shall not be repeated on adjacent lots or directly across the street.

12. Minimum Front Yard Setback Reduction and Average Setback: Refer to Exhibit D-6 Staggered Front Yard Setbacks for Illustration.

- a. The minimum front yard setback requirements may be reduced by a maximum of five (5) feet for all single family lots provided that at least fifty (50) percent of the structures on a given block are set back an additional five (5) feet from the original setback.
- b. The average setback along the block shall equal the original setback requirement.
- c. The purpose of this average setback is to encourage a variety of front yard setbacks along a street.
- d. In no case shall the average front yard setback be less than the minimum established in Table 1: Setbacks.

G. Architectural Standards: The following architectural standards shall apply to all single-family homes on Type C lots within this Planned Development District:

1. Exterior Façade Building Materials: Exterior construction materials shall consist only of brick, natural stone, cut stone, cast stone, stucco, cementitious fiber board, or any combination thereof. Glass, cement siding, or similar materials may be used for window box-outs, bay windows, roof dormers, or similar architectural features. Rough sawn wood timbers or similar materials may be used for architectural features such as columns and headers above windows and garage doors.
2. Minimum Roof Pitch: The minimum roof pitch shall be 6:12 for single-story structures and 4:12 for two-story structures. Porches, dormers, and other architectural features shall have a minimum roof pitch of 2:12.
3. Roof Material: Roof materials shall be composition 30-year architectural shingles, standing seam metal or copper, natural or imitation slate shingles, or natural or imitation clay shingles. Wooden shingles are prohibited.
4. Garages: Garages may face the street. The minimum garage size is eighteen (18) feet in width by twenty (20) feet in depth. Driveways may extend into the side yard setback a maximum of three (3) feet.
5. Landscaping: Required landscaping shall include a minimum of one (1) three-inch (3”) caliper shade tree in the front yard. Two (2) ornamental trees may be planted in lieu of a shade tree. Additionally, at least one (1) row of shrubs with a minimum height of twenty-four inches (24”) shall be planted on three-foot (3’) centers along the front elevation of the home (excluding the garage and front entry).
6. Fencing: The following fence requirements are illustrated on the Fencing Plan attached hereto as Exhibit D-1.
  - a. Front: Fences extending across the front side yard from the home to the side property line shall be a six-foot (6’) black wrought iron or tubular steel fence.

Where the front yard fence intersects with the side yard fence, a decorative metal corner column shall be constructed. The height of the corner column shall be twelve (12) to eighteen (18) inches greater than the fence and the width of the corner column shall be ten (10) to twelve (12) inches.

- b. Side: Fences constructed along side property lines between lots shall be board-on-board, stained, and weather-treated with a face cap and steel posts and be a minimum of six-foot (6') and a maximum of eight-foot (8') in height. However, a six-foot (6') length of black wrought iron or tubular steel fence shall be constructed to serve as a transition between a side yard wood fence and a wrought iron or tubular steel fence across the front of the side yard.
  - c. Rear: The developer or builder shall construct a uniform fence along the rear property lines of the Type C lots that back to the school site. Where lots back to streets, no fence shall be constructed parallel to the tubular steel fencing or wall along the rear of the lot. A minimum six-foot (6') tall board-on-board, stained, and weather-treated fence with a face cap and steel posts shall be constructed along the rear of Type C lots that back to the east or north.
  - d. Fence Height Transitions: Where side yard fences intersect with front or rear yard fences, fences of different heights shall be transitioned so that the fences are the same height where the fences intersect.
- 7. Driveway, Front Walkway, and Front Porch Materials: All driveways, front walkways, and front porches must be constructed of complementary brick pavers, natural stone, interlocking pavers, stamped stained concrete, exposed aggregate, or salt with stain finish and bordered with stone, brick, or stamped and stained concrete.
  - 8. Patios: All front yard patios must be covered and included in the roofline of the home.
  - 9. Screening of Air Conditioning Units and Pool Equipment: Air conditioning units and pool equipment shall be screened from the view of the street by a fence or landscaping. Setback requirements for air conditioning units and pool equipment shall not apply to Type C lots.
  - 10. Design Repetition: Homes with identical elevations must be separated by a minimum of one (1) platted lot. In addition, homes with identical elevations cannot be built directly across from one another unless separated by a park. Homes with the same color exterior may not be constructed adjacent to each other.

### **3. Development Standards – Public School**

- A. Public School: Development standards for a public school constructed within this Planned Development district include:

1. Site Plan and Final Plat: Town approval of a site plan and final plat is required prior to the development of a public school.
2. Minimum Front Yard – Fifty (50) feet
3. Minimum Side Yard – Fifty (50) feet
4. Minimum Rear Yard – Fifty (50) feet
5. Maximum Building Height – Two (2) stories
6. Required Parking - A minimum of one (1) off-street concrete parking space shall be provided per classroom plus one (1) space for each four (4) seats in any auditorium, gymnasium, or other place of assembly. Parking spaces shall be a minimum of nine (9) feet wide by twenty (20) feet in depth.
7. Exterior Construction Materials: The school shall be constructed in a manner that is consistent with the same general standards to which other schools have recently been constructed or are contemplated to be constructed within the boundaries of Little Elm Independent School District.
8. Landscaping:
  - a. Perimeter Landscape Buffers: A minimum twenty (20) foot landscape buffer shall be provided along perimeter streets and property lines.
  - b. Perimeter Landscaping: At least one (1) three-inch (3”) caliper canopy tree shall be plated every forty (40) linear feet or fraction thereof along perimeter streets. Trees may be grouped or clustered to facilitate site design. In addition, three (3) ornamental trees may be provided in lieu of one (1) canopy tree.
  - c. Internal Landscaping: Parking area shall contain planting islands located so as to best relieve the expanse of paving. Planting islands shall be placed a minimum of every twenty (20) spaces within parking areas. One (1) three-inch (3”) caliper canopy tree shall be located on landscape islands and near the terminus of all parking rows.

### **3. General Conditions**

- A. Parks, Open Space, and Greenbelt Buffers: A minimum of eleven (11) acres of parks, open space, and greenbelt buffers and an additional minimum 2.2 acres to the Town for use as a town hall and park, with the park being a minimum of 1 acre, shall be dedicated to the Town in the approximate locations depicted on the Concept Plan. The parks, open space, greenbelt buffers, and Town Hall site shall be dedicated to the Town at the time each respective area is platted. These collective dedications shall satisfy all obligations for park dedication and park fees for this Planned Development district.

- B. Hike and Bike Trail – Included in the above referenced parks and open space dedication is a forty (40) foot wide greenbelt along the southern perimeter of the Property. Contemporaneously with the development of any portion of the Property adjacent to the greenbelt, the developer will clear and grade a minimum eight foot (8') wide walkable natural path within the greenbelt in a Town-approved location. The developer will have no further duty or obligation to construct, pay for or maintain the greenbelt or the trail.
- C. Screening of Lots Backing to Streets: Where single-family lots back to a street, a minimum ten (10) foot wide greenbelt buffer dedicated to the Town shall be located between the lots and the adjacent right-of-way. Within the greenbelt buffer, trees and shrubs shall be planted to screen the back of the lots from the adjacent streets. No driveway access is allowed across a greenbelt buffer. A minimum six (6) foot wrought iron or tubular steel fence shall be constructed on the greenbelt buffer adjacent to the property line of the single- family lots. Masonry columns and short sections of a masonry wall may be incorporated into the fence for visual enhancement. Where Type C lots back to Eldorado Parkway, a minimum six (6) foot masonry wall and earthen berms may be constructed in lieu of the wrought iron or tubular steel fence. The greenbelt buffer, the fence or wall, trees, and shrubs are illustrated on the Screening Plan attached hereto as Exhibit D-2.
- D. Landscaping of Parks, Open Space, and Trail: An effort will be made to preserve existing trees within the forty (40) foot wide greenbelt and natural open space areas identified on the Concept Plan. In addition, the developer will install trees and turf within the parks in accordance with the Planting Plan attached hereto as Exhibit D-3 and within the greenbelt buffers in accordance with Screening Plan attached hereto as Exhibit D-2. The developer shall be responsible for the mowing and general maintenance of the parks and greenbelt buffers for one (1) year after dedication of the areas to the Town. Thereafter, the Town shall maintain the parks and greenbelt buffers to a standard consistent with a first-class residential subdivision in the north Texas regional area unless the developer obtains a maintenance license from the Town by a separate agreement. The landscaping requirements specified for this Planned Development district shall satisfy any and all tree preservation or mitigation requirements for all properties within this Planned Development District.
- E. Streets: Streets shall consist of a sixty (60) foot wide right-of-way with a twenty-two (22) foot paving section. Typical street sections are illustrated on the Street Plan attached hereto as Exhibit D-4. Streets located adjacent to the west and south sides of the school site shall be constructed as a thirty-six (36) foot paving section. Cul-de-sacs shall be designed with a radius of fifty (50) feet for right-of-way and a radius of forty (40) feet for paving. Right-of-way widths may be modified to accommodate the roundabout, divided entries, and other unique project features. The developer shall have no obligation to make improvements to Highridge Drive.
- F. Drainage: Storm drainage shall be primarily conveyed by earthen channels, open drainage courses and by the street itself but may also be enclosed in concrete pipes as necessary. Lay down / roll curbs may be used to convey stormwater but standard six-inch (6") curbs

are prohibited. Open drainage courses carrying street runoff between lots may be an earthen channel provided that an easement is provided from top-of-bank to top-of-bank.

G. Sidewalks: No sidewalks are required except that the developer shall construct six-foot (6') wide sidewalks in the locations depicted on Concept Plan.

H. Alleys: It is the intent of this planned development to avoid the use of alleys. However, if developer and Town determine alleys are necessary, alleys shall be twelve (12) feet wide within eighteen (18) feet right-of-way.

I. Mailboxes: Cluster box units will be provided for mail delivery as required by the United States Postal Service. Cluster box units will be located within the centralized parks/open space areas or at a location otherwise designated by the Town.

J. Signs:

5. Town Entry Sign: A Town entry sign shall be constructed at the northeast corner of the project entrance by the developer.

6. Monument Signs: Monument signs may be constructed by the developer in the locations depicted on the Concept Plan.

7. Sign Design: The design of the Town entry sign and the monument signs shall generally be in accordance with the Signage Plan attached hereto as Exhibit D-5 unless otherwise mutually agreed by the Town Council and developer.

8. Temporary Marketing Signs: Two (2) temporary marketing signs are permitted for the purposes of advertising home and lot sales. The display area of the signs shall be a maximum of sixty-four (64) square feet and the maximum height of the signs shall be eighteen (18) feet. Signs shall be located as generally depicted on the Concept Plan.

9. School Signage: Wall signs and monument signs that identify the name of the school are permitted.

K. Applicable Regulations: Development approvals including but not limited to, the Town's approval of: (i) preliminary and final plats that are generally in accordance with the Concept Plan, and (ii) construction plans for the Properties that meet or exceed the applicable requirements of Town regulations, as they exist on the date of the adoption of these regulations, including Subdivision Ordinance No. 14-13, Zoning Ordinance No. 19-02, Zoning Planned Development-1 Ordinance 20-08, Public Works Construction Standards Ordinance No. 14-11, and Lighting Ordinance No. 19-03 (collectively the "**Applicable Regulations**"), shall be granted without regard to any subsequent amendments to the Applicable Regulations for a period of three (3) years from the adoption of these regulations.

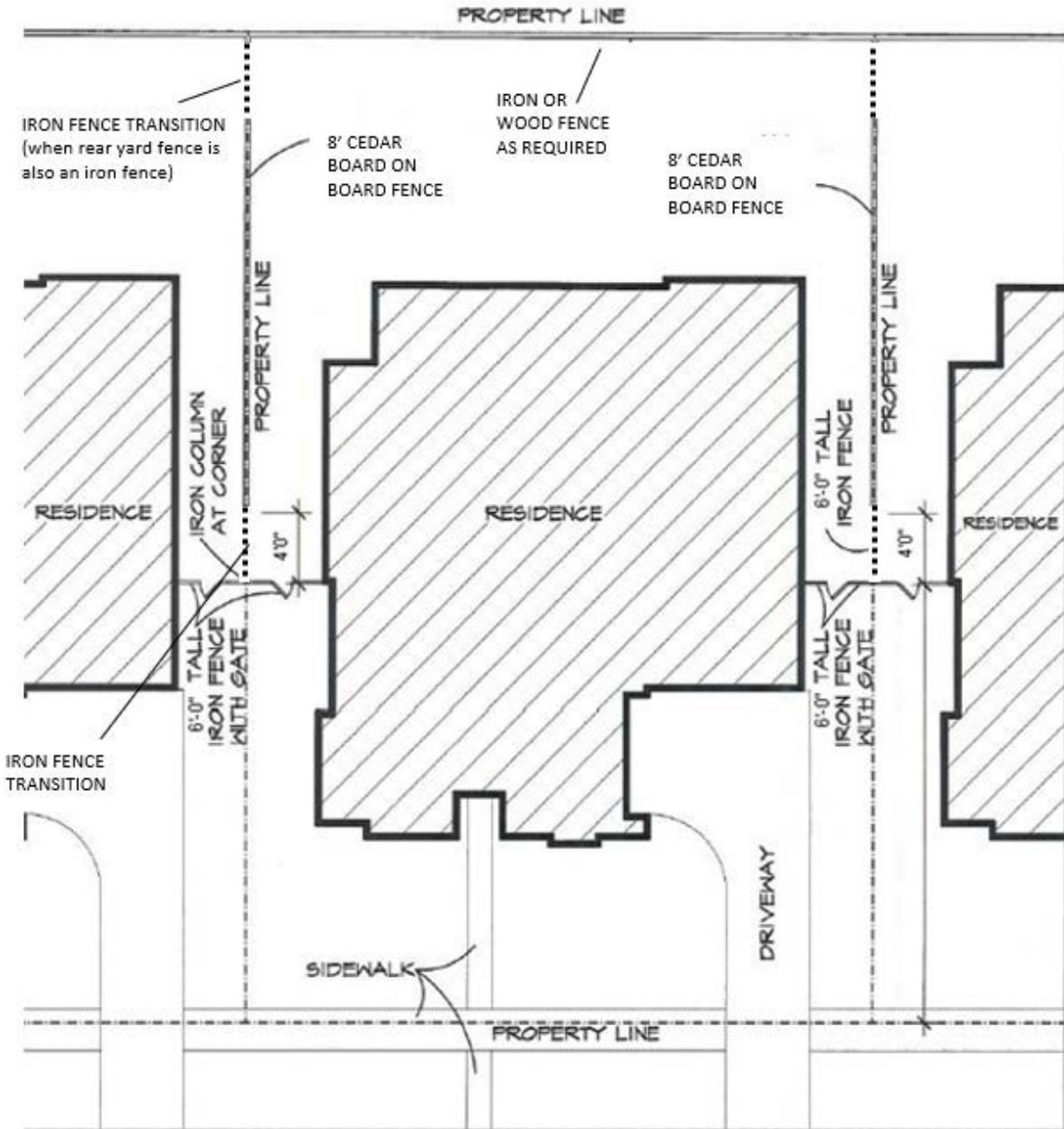
## EXHIBIT F-C

# Concept Plan

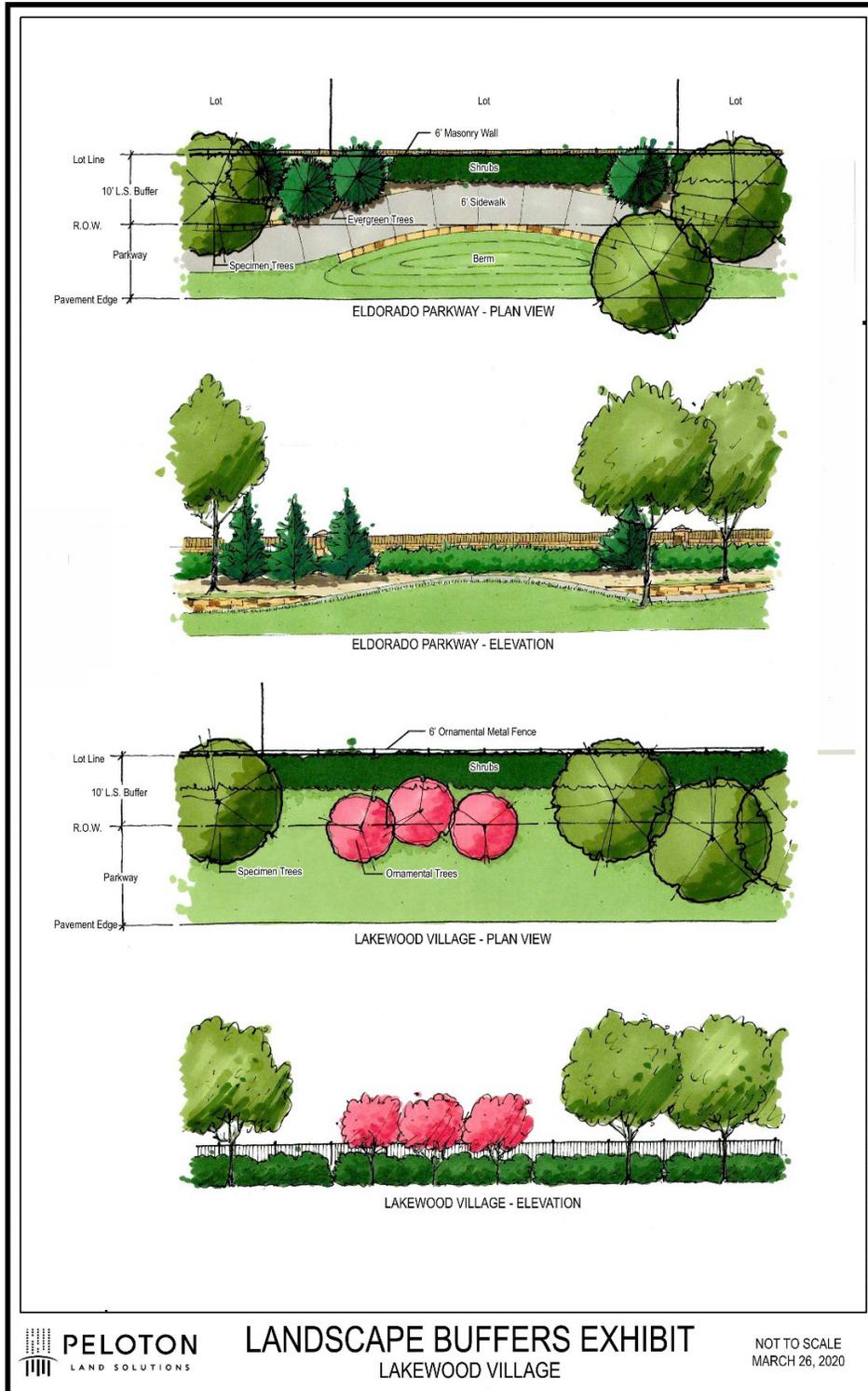
The Concept Plan establishes the general guidelines for this Planned Development district by conceptually illustrating the project boundaries, land use types, approximate locations of lots, roadways, parks, and open space. Final locations of lots, roadways, parks, and open space will be determined at the time of plat approval and shall be developed in accordance with Town ordinances.



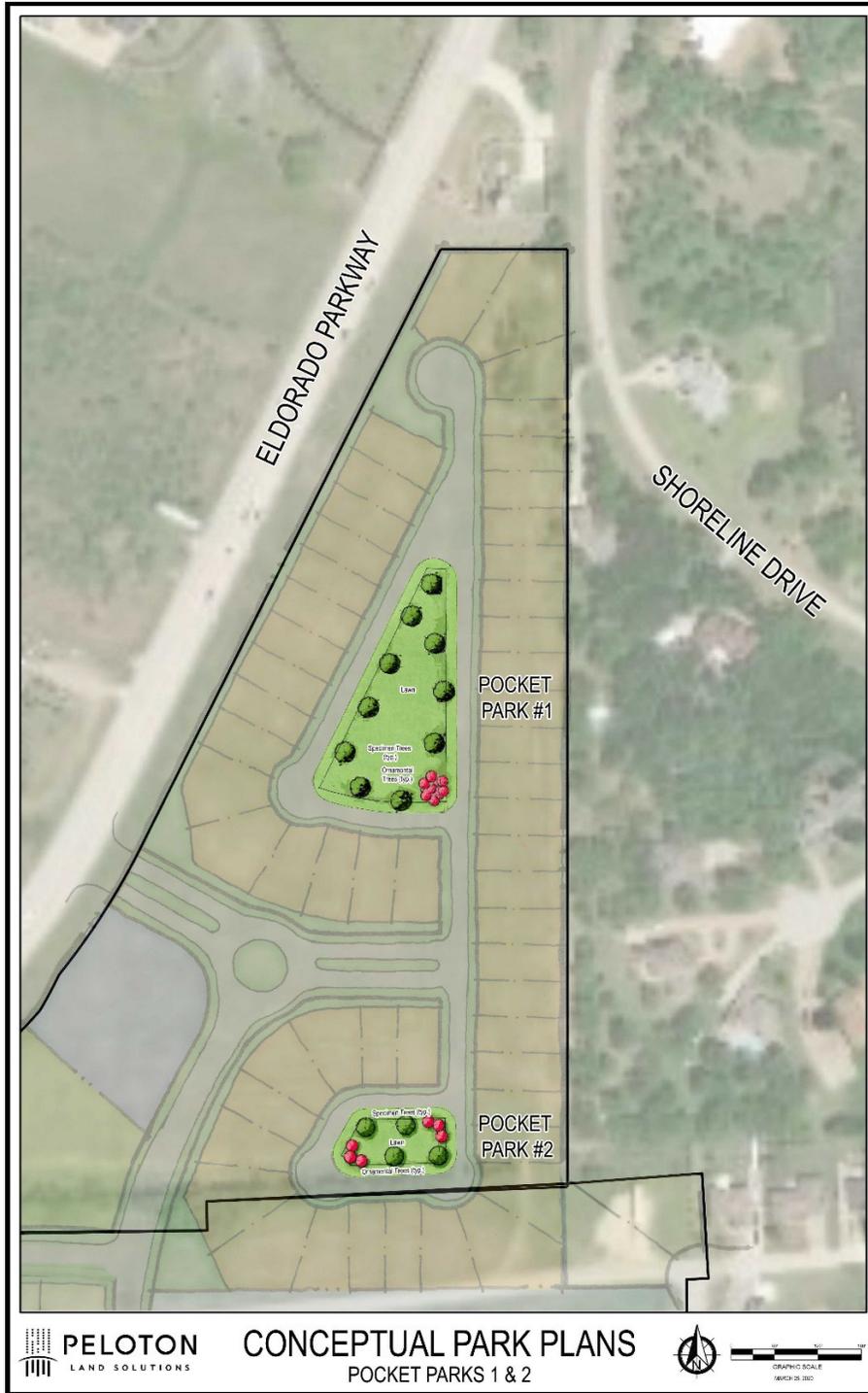
# Exhibit F-D-1 Fencing Plan

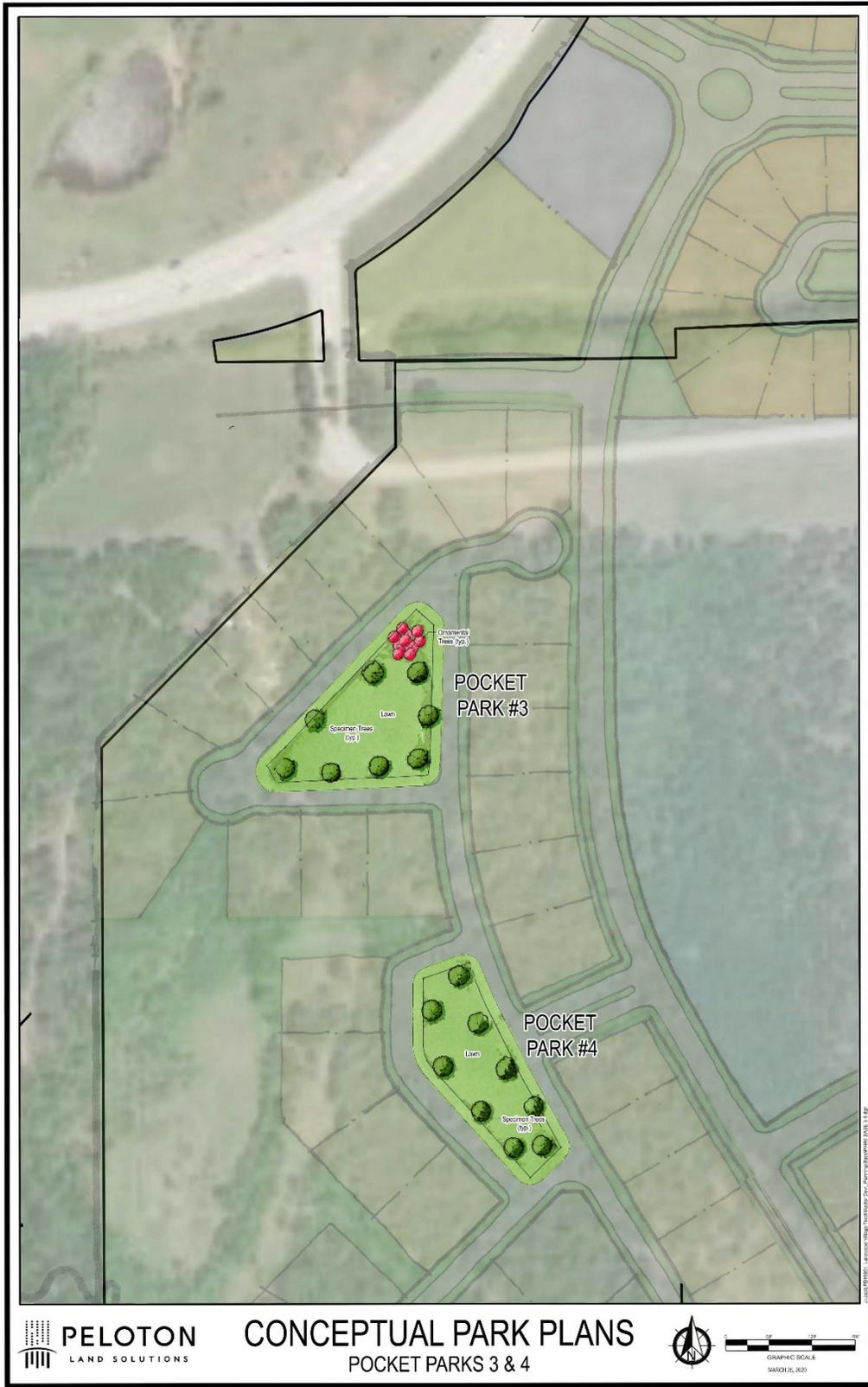


# Exhibit F-D-2 Screening Plan



# Exhibit F-D-3 Planting Plan(s)





# Exhibit F-D-4 Street Plan

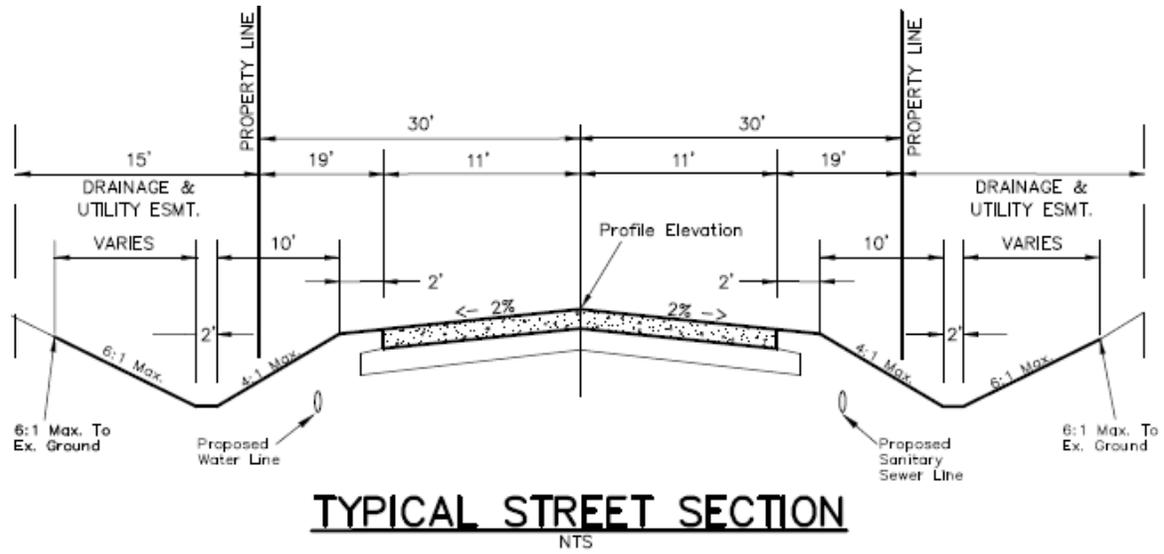


Exhibit F-D-5  
Signage Plan

Monument Sign(s)





**TOWN OF LAKEWOOD VILLAGE  
ANIMAL CODE 16-03**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS PROVIDING FOR THE CONTROL OF ANIMALS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REGISTRATION; FEES AND TAGS; PROVIDING FOR RABIES CONTROL; PROVIDING FOR DUTIES OF OWNERS; PROVIDING FOR LIVESTOCK; PROVIDING AUTHORITY TO ISSUE CITATIONS; PROVIDING FOR A CUMULATIVE REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village, Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the Town Council of Lakewood Village, Texas in order to provide for the general health and welfare of the citizens of this Town is permitted to enact certain rules and regulations concerning animal control; and

**WHEREAS**, the Town Council of the Town of Lakewood Village, Texas adopts the Texas Health and Safety Code, Chapter 822, as supplemented and amended by the terms of this

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, THAT:**

**Section 1: Findings**

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**Section 2: Repeal**

Animal Code 13-04 ordinance is hereby repealed in its entirety.

**Section 3: Penalty Clause**

A. Violation

A person who knowingly violates any provision of this chapter is guilty of separate offenses for each day during which the violation is continued after notification. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this ordinance.

B. Fine

Each offense is punishable by a fine of not more than two-thousand (\$2,000) nor less than two-hundred (\$200). The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 24-month period and tripled for the third and subsequent convictions of the same offense within any 24-month period. At no time shall the minimum fine exceed the maximum fine established in this paragraph.

**Section 4: Legal Rights**

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

**Section 5: Severability**

A. Unconstitutional or Invalid Section

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

B. Independent Sections

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

**Section 6: Estoppel / Waiver**

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.

**Section 7: Effective Date**

The amendments to this Ordinance shall become effective from and after its date of passage and publication as provided by law.

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas this the 14th day of January, 2016.

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Dr. Mark Vargus  
Mayor

ATTEST:

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Linda Asbell, TRMC  
Town Secretary

## **Exhibit A**



## **ANIMAL CODE**

**Adopted: January 14th, 2016**

## SECTION 1. RESPONSIBILITY FOR ENFORCEMENT

Enforcement of this Ordinance shall be the responsibility of the proper State and Denton County authorities, the Mayor or his/her designee, or any persons duly appointed by the Town Council.

## SECTION 2. DEFINITIONS

Animal: any living creature, including but not limited to, dogs, cats, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

At Large: any animal that is not completely confined by a building wall, or fence of sufficient strength or construction to restrain the animal and prevent the animal from leaving therefrom at any time, or except when such animal is either on a leash or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property. An animal within an automobile or other vehicle of its owner shall not be deemed as "running at large."

Cat: a domesticated animal that is a member of the feline family.

Dangerous Animal: as defined by Chapter 822 of the Texas Health and Safety Code, and more specifically Section 822.041 as it pertains to dogs. The term shall also apply to snakes as defined in this Ordinance.

Dog: a domesticated animal that is a member of the canine family.

Harbor: the act of keeping and caring for animals or of providing a premise to which the animal returns for food, shelter, or care for a period of at least 10 days.

Kennel: any lot, building, structure, enclosure or premises where five (5) or more adult dogs and/or cats, of the age of six (6) months or older, are kept for the purpose of breeding for sale, exchange or giving away.

Livestock: species of animals which are normally suited for, or are kept or used on, a farm, ranch or similar setting for agricultural purposes such as animal husbandry, food or food production, production of fiber or clothing, material, riding, driving, pulling, hauling, commerce, or similar purpose. For purposes of this ordinance the following similar species of animals shall be considered to be livestock, regardless of age, breed, or sex, unless otherwise stated herein by the animal control officer.

- |           |          |
|-----------|----------|
| 1. Bovine | 4. Sheep |
| 2. Equine | 5. Swine |
| 3. Goats  | 6. Fowl  |

Owner/Ownership: a person who owns or has custody or control of or having title to any animal; or a person who harbors or keeps, or causes or permits to be harbored or kept, any animal in their care, or who permits an animal to remain on or about their premises.

Public Nuisance: any animal which molests passerby or passing vehicles; attacks other animals; roams at large, damages public or private property; barks, whines, meows, howls, squawks or crows in a frequent or continuous manner that disturbs any person of ordinary sensibilities in the vicinity.

Snakes: Family Helodermatidea (venomous lizards); Family Viperidae (rattlesnakes, copperheads, cottonmouths, other pit vipers and true vipers); Family Elapidae (coral snakes, cobras, mambas, and other elapids); the following listed species of Family Colubridae-Dispholidus typus (Boomslang), Hydromastes gigas (water cobra), Boiga (mangrove snake) and Thelotornis (African twig snake) only; Order Phidia, and Order Crocodilia (crocodiles, alligators, caimans, and gavals).

### **SECTION 3. REGISTRATION; FEES; TAGS**

1. Required Registration. It shall be unlawful for the owner of any dog or cat over the age of four (4) months to keep or maintain said dog or cat within the Town limits without properly registering said dog or cat with the Town of Lakewood Village, Texas, in accordance with this ordinance. No dog or cat shall be deemed registered with the Town until and unless it has a current rabies vaccination. Any owner of a dog or cat subject to this Ordinance shall timely provide the Town with the following and be responsible for ensuring that said registration information is current.
  - a. A completed "Animal Registration Form" as provided by the Town, together with a photograph of the dog or cat for attachment to the registration form; and
  - b. Proof that the dog or cat has been properly injected with a rabies vaccine licensed for use in that species by the United States Department of Agriculture and administered by a veterinarian licensed to practice in the State. Not more than 24 months shall have elapsed since the most recent vaccination; and
  - c. The Owner shall be responsible for providing the Town with future updated vaccination documents, which reflect compliance with this section so long as the dog or cat is kept or maintained within the corporate limits of the Town of Lakewood Village, Texas. If there is a change in ownership of a registered dog or cat, the new owner shall have the registration transferred to their name. There shall be no charge for said transfer.
2. Fees. To properly register a dog or cat under this Ordinance, an Owner shall pay a onetime registration fee in the amount established in the Consolidated Fee Ordinance per dog or cat.
3. Tags. A metal tag issued by a licensed veterinarian depicting the current vaccination must be affixed to a collar or harness that must be worn by a dog at all times.

### **SECTION 4. RABIES CONTROL**

1. Vaccination. Every owner of a dog or cat four (4) months of age or older shall have such animal vaccinated against rabies. All dogs and cats shall be vaccinated every two (2) years in accordance with Section 3 above.
2. Certificate of Vaccination. Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat as evidence thereof, a certificate upon a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy, and the Owner shall provide a copy to the Town. Such certificate shall contain the following information:
  - a. The name, address and telephone number of the owner of the vaccinated dog or cat;
  - b. The date of vaccination;

- c. The type of rabies vaccine used;
  - d. The year and number of the rabies tag; and
  - e. The breed, age, color and sex of the vaccinated dog or cat.
3. Proof. It shall be unlawful for any person who owns or harbors a dog or cat to fail or refuse to exhibit their copy of the certificate of vaccination upon demand by any person charged with the enforcement of this Ordinance.
4. Harboring Unvaccinated Animals. It shall be unlawful for any person to harbor any animal that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.

#### **SECTION 5. DUTIES OF OWNERS**

1. It shall be unlawful for any person who owns or harbors animals to:
  - a. Fail to prevent a dog from running at large within the corporate limits of the Town of Lakewood Village. All dogs must be on a leash or contained on the owner's property. Each time a dog runs at large in violation of this ordinance constitutes a separate offense.
  - b. Allow their dog or cat to be a public nuisance.
  - c. Keep, possess, own, control, maintain, use or otherwise exercise dominion over any animal or animals which by reason of noise, odor or sanitary conditions, become offensive to a reasonable and prudent person of ordinary tastes and sensibilities, or which constitutes or becomes a health hazard as determined by the Town Council.
  - d. Keep or harbor any livestock, dangerous animals or snakes as defined by this Ordinance or any platted lot within the corporate limits of the Town of Lakewood Village, Texas.
  - e. Keep, maintain, own or operate a dog kennel or cat kennel within the corporate limits of the Town of Lakewood Village, Texas.
  - f. Fail or refuse to exhibit a copy of the certificate of vaccination upon demand to any person charged with the enforcement of this Ordinance.

#### **SECTION 6. AUTHORITY TO ISSUE CITATION**

1. Any authority as described in Section 1 of this Ordinance shall have the authority to issue citations for any violation of this Ordinance.
2. If the person being cited is not present, the authority may send the citation to the alleged offender by registered or certified mail.

**End of Exhibit A**