

Lakewood Homeowners Association

**ANNUAL MEETING-SUNDAY-APRIL 28, 2024
LAKEWOOD CLUBHOUSE-1:30 P.M.**

All homeowners are cordially invited to attend the Annual Meeting at the Lakewood Clubhouse. A Special invitation is extended to homeowners who purchased their homes from 2023 through 2024. For all residents, this is your chance to meet the Board members and Officers who volunteer their time to serve all homeowners and protect your investment in the Community of Lakewood. We will also be serving a BBQ lunch, and pastries so please stop by!

There are three Board member positions open for the 2025-2026 year. Rachel Upshaw is up for re-election, and we appreciate her willingness to serve again. Keith McGill will not be running for another term. We want to thank Keith for the many years of service he dedicated to the community. Roland Galang will also not be running again due to his busy work schedule, and we thank Roland for his service as well.

The Community of Lakewood does not have a Fine Policy in place. Texas House Bill 614 effective January 1, 2024, states "A property owners' association board shall adopt an enforcement policy regarding the levying of fines by the property owners' association. The policy must include general categories of restrictive covenants for which the association may assess fines, a schedule of fines and information regarding hearings." The only enforcement Lakewood currently has is to sue those who violate the governing documents and that can be expensive as well as unnecessary especially for minor violations. We think these fines are reasonable and hope that you will vote YES. Please see the attached Fine Policy created by Greg Cagle, attorney for Lakewood.

Attached you will find a Directed Proxy (absentee ballot) which addresses voting for both the Board of Directors and approval for the Fine Policy. The fine policy requires an affirmative vote of 67% of the owners. That means we need 299 affirmative votes. You may also vote at the meeting as well.

It has been difficult to achieve a quorum to conduct business. Each time we must schedule a meeting it costs approximately \$1,900 so please give us your Proxy/Ballot even though you plan to attend.

Warmest Regards,
Lakewood Homeowners Association

**LAKWOOD HOMEOWNERS ASSOCIATION
ANNUAL MEETING**

Sunday April 28, 2024

Lakewood Clubhouse

7317 Lakewood Drive

Austin, Texas 78750

512-345-8367 – Email hoa@lakewoodhoa.com

1:30 P.M. CALL TO ORDER

VERIFY QUORUM

INTRODUCTIONS

BOARD OF DIRECTORS REPORT

TREASURER REPORT

FINANCIALS AND 2024 BUDGET

DISCUSSION ON THE FINE POLICY

VOTING AND RESULTS OF THE FINE POLICY

VOTING AND RESULTS OF BOARD OF DIRECTORS

CLOSING REMARKS

3:30 P.M. ADJOURN

**AFTER RECORDING, PLEASE RETURN TO:
CAGLE PUGH, LTD. LLP
4301 Westbank Dr., Bldg. A., Ste. 150
Austin, Texas 78746**

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF
LAKEWOOD HOME OWNERS ASSOCIATION, INC.
ADOPTION OF FINE AND ENFORCEMENT POLICY**

**Cross Reference to that certain Declaration of Covenants, Conditions and Restrictions,
recorded in Volume 5641, Page 2341, Official Public Records of Travis County, Texas, as
may be amended or supplemented.**

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF
LAKEWOOD HOME OWNERS ASSOCIATION, INC.
ADOPTION OF FINE AND ENFORCEMENT POLICY**

WHEREAS, Lakewood Home Owners Association, Inc. (hereinafter the “**Association**”) is a property owners association established and governed by that certain Declaration of Covenants, Conditions and Restrictions, recorded in Volume 5641, Page 2341 of the Official Public Records of Travis County, Texas (the “**Declaration**”), that is further subject to and governed by Chapter 209 of the Texas Property Code;

WHEREAS, Article IX, Section 5 of the Declaration authorizes the Board of Directors (the “**Board**”) of the Association to assess fines against Owners for violations of the Declaration;

WHEREAS, Section 209.0061 of the Texas Property Code requires property owners associations that are authorized by their dedicatory instrument to levy fines to adopt an enforcement policy regarding the levying of fines that must include a schedule of fines and information regarding hearings described by Section 209.007 of the Texas Property Code (“**Chapter 209 Enforcement Hearings**”);

WHEREAS, the Board wishes to adopt a Fine and Enforcement Policy that establishes a schedule of fines for violations of the Declaration and other dedicatory instruments of the Association and provides information regarding Chapter 209 Hearings in compliance with Section 209.0061 of the Texas Property Code;

WHEREAS, the Board approved and adopted the attached Fine and Enforcement Policy (hereinafter referred to as the “**Policy**”) for the purpose of establishing a schedule of fines and providing information regarding Chapter 209 Hearings at a meeting of the Board conducted on _____, 2024.

BE IT RESOLVED, that the Board hereby approves and adopts the Fine and Enforcement Policy attached hereto as Exhibit “A” and for it to be recorded in the Official Public Records of Travis County, Texas.

Executed this the _____ day of _____, 2024.

LAKEWOOD HOME OWNERS ASSOCIATION, INC.

By: _____

Name: _____

Title: Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 2024, by _____, Secretary of and for the Lakewood Home Owners Association, Inc., for the purposes therein expressed.

Notary Public, State of Texas

Exhibit "A"

LAKWOOD HOME OWNERS ASSOCIATION, INC.

FINE AND ENFORCEMENT POLICY

1. Background. Lakewood is a subdivision development (the "**Subdivision**") created by and subject to that certain Declaration of Covenants, Conditions and Restrictions, recorded in Volume 5641, Page 2341 of the Official Public Records of Travis County, Texas (the "**Declaration**"). The operation of the Subdivision and enforcement of the Declaration is vested in Lakewood Home Owners Association, Inc. (the "**Association**"), acting through its Board of Directors (the "**Board**").
2. Fining Authority. Pursuant to Article IX, Section 5 of the Declaration, the Board may impose fines for any violation of the Declaration or any other dedicatory instrument of the Association (collectively, the "**Governing Documents**"), which shall include but not be limited to the Declaration and Association's Bylaws, Rules and Regulations and Architectural Guidelines (as such terms are defined by the Declaration). Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Declaration.
3. Purpose. The Board hereby adopts this Fine and Enforcement Policy (the "Policy") in order to establish procedures for the levy of fines and a schedule of fines in compliance with the requirements of Section 209.0061 of the Texas Property Code. To the extent any provision within this Policy is in conflict with any applicable law, such provision shall be modified or construed to comply with the applicable law. Furthermore, this policy is intended to supplement the Association's Governing Documents and it is not intended to replace or override any previously adopted Governing Documents, including any fine and enforcement policies or schedules of fines previously adopted by the Board. Unless otherwise stated herein, the schedule of fines adopted hereby shall apply only to specific categories of violations described herein and to violations of the Governing Documents for which the Board has not otherwise established a schedule of fines. To the extent that the Board has previously adopted a dedicatory instrument establishing a schedule of fines for specific categories of violations, such schedule of fines shall remain in effect and enforceable. To the extent a particular violation may be subject to two or more schedules of fines that establish differing fine amounts, the violation shall be fined pursuant to the schedule of fines with the highest fine amount.
4. Policy. The Association uses fines to discourage violations of the Governing Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Governing Documents. The Association's use of fines shall not interfere with its exercise of other rights and remedies for the same violation.
5. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Governing Documents by the Owner, any occupants of the Owner's Lot ("**Occupants**"), and the relatives, guests, employees, and agents of the Owner and Occupants ("**Related Parties**"). Regardless of who commits the violation, the Association will direct its communications regarding the violation to the Owner, although the

Association may also send copies of its notices to an offending Occupant and/or Related Party.

6. Notice of Fine. Except as provided herein, before levying a fine, the Association shall give the Owner a written notice of fine (the “**Notice of Fine**”) at the Owner’s last known address as shown in the Association records in compliance with the most current version of Section 209.006 of the Texas Property and any applicable provisions of the Association’s Governing Documents. As of the effective date of this Policy, Section 209.006 requires an initial Notice of Fine to:
 - A. describe the violation that is the basis for the fine;
 - B. inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine if the violation is of a curable nature and does not pose a threat to public health or safety; (ii) may request a hearing under Section 209.007 of the Texas Property Code (a “**Chapter 209 Enforcement Hearing**”) on or before the 30th day after the date the Notice of Fine was mailed to the Owner; and (iii) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;
 - C. if the violation is of a curable nature and does not pose a threat to public health or safety, provide the Owner a reasonable period to cure the violation and specify the date by which the Owner must cure the violation in order to avoid the assessment of a fine; and
 - D. be sent by certified mail to the Owner at the Owner's last known address as shown on the Association’s records.
7. Violations that are Uncurable or a Threat to Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety, then the Notice of Fine shall state those items set out in Section 6, Subsections (A), (B)(ii) and (iii), and (D) above and shall omit those items set out in Section 6, Subsections (B)(i) and (C) above. For purposes of this Policy, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action and a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.
8. Continuous and Repeat Violations. If the Owner has been given an initial Notice of Fine and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months and the Owner either has failed to cure the violation or has committed the same or a similar violation, then the Owner shall not be entitled to an additional Notice of Fine or a Chapter 209 Enforcement Hearing, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Governing Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. If an Owner fails and refuses to cure a violation after having been provided a Notice of Fine as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation that warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

9. Due Date. Fines are due immediately if the violation is uncurable or poses a threat to public health or safety or the Owner has been given an initial Notice of Fine and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months and the Owner either has failed to cure the violation or has committed the same or a similar violation. For all other violations, the fine is due immediately after the later of: (A) if the Owner does not timely request a Chapter 209 Enforcement Hearing and fails to timely cure the violation, the date that the cure period set out in the Notice of Fine expires; or (2) if a Chapter 209 Enforcement Hearing is timely requested by the Owner, the date the Board's final decision on the matter is communicated to Owner in writing, assuming the Owner did not timely cure the violation and the fine is confirmed by the Board following the Chapter 209 Enforcement Hearing.
10. Chapter 209 Enforcement Hearings. Chapter 209 Enforcement Hearing shall be requested and conducted in accordance with the following provisions:
 - A. Requesting a Chapter 209 Enforcement Hearing. To be effective, a request for a Chapter 209 Enforcement Hearing must be in writing and received by the Association within thirty (30) days from the date written notice of a fine is sent to an Owner by verified mail in compliance with Section 209.006 of the Texas Property Code. The written request for a Chapter 209 Enforcement Hearing must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request a Chapter 209 Enforcement Hearing shall waive any right to such a hearing.
 - B. Scheduling and Notice of the Chapter 209 Enforcement Hearing. The Board shall conduct a Chapter 209 Enforcement Hearing within thirty (30) days from the date the Board receives the Owner's timely written request for a hearing. The Board shall also provide the Owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Enforcement Hearing may be mailed, hand-delivered, or emailed to the requesting Owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting Owner at his or her last known mailing address with proper postage, or emailed to the requesting Owner at an email address provided to the Association by such Owner. The Board or the requesting Owner may request a postponement of the scheduled hearing date one (1) time each, and if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the Owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting Owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to an Owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.
 - C. Location of the Chapter 209 Enforcement Hearing. A Chapter 209 Enforcement Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. If the Chapter 209 Enforcement Hearing is conducted at a meeting of the Board, it shall be conducted during an executive

session of the meeting unless the requesting Owner and the Board agree to conduct it during an open session of the meeting. In addition, a Chapter 209 Enforcement Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the Owner is afforded the reasonable ability to present information relevant to the subject matter of the Chapter 209 Enforcement Hearing. Upon the agreement of the Board and the Owner, a Chapter 209 Enforcement Hearing may be conducted at the property that is the subject of the hearing.

- D. Pre-Hearing Disclosure of Evidence Packet. No later than ten (10) days before a Chapter 209 Enforcement Hearing is held by the Board, the Board shall provide to the requesting Owner a packet containing all documents, photographs, and communications relating to the enforcement matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing (the “**Evidentiary Packet**”). The Evidentiary Packet may be mailed, hand-delivered or emailed to the requesting Owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting Owner at his or her last known mailing address with proper postage or emailed to the requesting Owner at an email address provided to the Association by such Owner. A letter from the Board to the requesting Owner stating that all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing have been produced or that there are no documents, photographs, or communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing shall satisfy the Board’s obligation concerning the pre-hearing disclosure of the Evidence Packet. If the Board fails to timely provide the Evidentiary Packet to the requesting Owner, the Owner shall be entitled to an automatic fifteen (15) day postponement of the Chapter 209 Enforcement Hearing, unless the Owner agrees to waive the Board’s obligation concerning the pre-hearing disclosure of the Evidence Packet.
- E. Attendance at the Chapter 209 Enforcement Hearing. The Board and the requesting Owner may be represented by legal counsel at a Chapter 209 Enforcement Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Enforcement Hearing, including the Association’s managing agents, members of the architectural committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the subject matter of the hearing.
- F. Conduction of the Chapter 209 Enforcement Hearing. The purpose of the Chapter 209 Enforcement Hearing is to discuss and verify facts and resolve the matters at issue. At the Chapter 209 Enforcement Hearing, a member of the Board (or a designated representative of the Association) shall first present the Association’s case against the Owner. The Owner (or the Owner’s designated representative) may then present the Owner’s information and issues relevant to the appeal or dispute. An audio recording of the Chapter 209 Enforcement Hearing may be made by the Board or the Owner.
- G. Ruling by the Board. The Board’s ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting Owner within ten (10) business days from the date of the Chapter 209 Enforcement Hearing. The Board may, but

is not required to, state the basis for its determinations in the written ruling. There shall be no appeal or reconsideration of the ruling by the Board.

11. Schedule of Fines. The Board has adopted the following specific and general schedule of fines. The Board reserves the right to increase or decrease a scheduled fine amount on a case-by-case basis if the factual circumstances of a violation would justified such a modification, as determined by the Board in its sole and absolute discretion, provided the Board acts in good faith and the fine amount is reasonable in light of the nature, frequency, and effect of the violation. The Board also reserves the right to pursue any additional remedies available to the Association under Texas law or the Governing Documents in addition to levying fines. Specific use restrictions and violations are further defined in the Declaration.

A. Fines For Specific Violations:

<u>Violation:</u>	<u>Fine Amount:</u>
Trash & Recycle	\$50.00
Yards	\$175.00
Yard Maintenance	\$175.00
Animals	\$50.00
Leasing	\$175.00
Antenna	\$50.00
Temporary Occupancy	\$175.00
Trailers, Boats & Motor Vehicles	\$50.00
Nuisances	\$50.00
Repairs	\$175.00
Clothes, Drying	\$50.00
Sidewalk Encroachment	\$175.00
Right-of-Way	\$50.00
Mineral Exploration	\$50.00
Disease & Insects	\$50.00
Signs	\$50.00
Tanks	\$50.00

Parking	\$50.00
Modification without ACC Approval	\$500.00

B. Fines For All Other Violations:

<u>Violation:</u>	<u>Fine Amount:</u>
New Violation	\$100.00 (if a curable violation, fine may be avoided if Owner cures the violation by the time specified in the notice of fine)
First Repeat Violation (in a six month period)	\$150.00
Second Repeat Violation (in a six month period)	\$150.00
Third Repeat Violation (in a six month period)	\$200.00
Subsequent Repeat Violations (in a six month period)	\$250.00

12. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

LAKWOOD HOA VIOLATIONS FOR GENERAL RESTRICTIONS

Trash & Recycle- Bins shall be in a closed container at all times and shall not be placed in the Common Area. Containers shall not be seen from the street or neighboring homes no later than midnight the day of pick up. \$50.00 Fine

Yards- Trees shall be trimmed as needed. No owner shall injure, remove or destroy any tree planted on any Lot by the Builder or Association or which has reached a height in excess of 10 feet without the approval of the Architectural Committee. \$175.00 Fine

Yard Maintenance- Owners yards to be mowed and shrubs pruned as needed. Owners yard debris cannot be thrown into the common area for removal. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Common Area. \$175.00 Fine

Animals-Dogs must be on a leash at all times per City Code and Lakewood HOA rules. Pet feces must be picked up and removed. No breeding of animals. Upon written request the Board of Directors will determine which birds or animals is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds is reasonable. \$50.00 Fine

Lease-Owners may lease their homes for a minimum of 6 months. No lot may be used as an apartment house, double house, flat, lodging house, hotel and no short term rentals. Owners shall notify HOA if your property will be leased. \$175.00 Fine

Antenna-No antenna or other devices for transmission or reception of television signals, radio signals, or any other electromagnetic radiation shall be erected, used or maintained on any lot or attached building. \$50.00 Fine

Temporary Occupancy- No one may occupy a trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary building or structures used during construction, repair or remodel of a dwelling on any Lot or Common Area, shall be removed immediately after construction or remodeling. Temporary storage containers such as POD need to be prior approved by the Board. \$175.00 Fine

Trailers, Boats, Motor Vehicles-No mobile home, trailer of any kind, truck camper, motorized recreational vehicle, permanent tent, boat or inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such manner as to be visible from the neighboring property for more than 48 hours. This shall not apply to emergency vehicle repairs or temporary construction shelters

for facilities connected with construction approved by the Architectural Committee. \$50.00 Fine

Nuisances-No odors shall be permitted to arise from a Lot so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity or to its occupants. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security shall be used or placed on any such property. \$50.00 Fine

Repairs-No building or structure upon any property within a Lot or Common Area shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. \$175.00 Fine plus Legal Fee.

Clothes, Drying-Outside clothesline or other outside facilities for drying clothes shall not be erected, placed or maintained on the property or Common Area. \$50.00 Fine

Sidewalk Encroachments-No tree, shrub or plant of any kind on any Lot or common Area shall be allowed to overhang or otherwise encroach upon any sidewalk or other pedestrian way from ground level to a height of 7 feet without prior approval of the Architectural Committee. \$175.00 Fine

Right of Way-During reasonable hours any member of the Architectural Committee, or Board member or Managing Agent shall have the right to enter upon and inspect any Lot or Common Area for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with. Such person or persons shall not be considered guilty of trespassing. \$50.00 Fine

Mineral Exploration-No Lot or Common Area shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbon minerals of any kind, gravel, earth or any earth substance of any kind. \$50.00 Fine

Disease and Insects-No owner shall permit any condition to exist up any Lot or Common Area which shall induce, breed or harbor plant diseases or noxious insects. \$50.00 Fine

Signs-No signs whatsoever including but not limited to , commercial, political and similar signs, which are visible from neighboring property, shall be erected or maintained on any Lot except:

- a. Such signs may be required by law
- b. A residential identification sign of a combined total face area of seventy-two (72) square inches or less.

- c. Construction signs not larger than eighteen by 24 inches in height and width and having a face area not larger than 3 square feet.
- d. For Sale or For Rent Signs of a reasonable type, size and appearance, which is similar to other signs customarily used in Travis County, Texas to advertise individual parcels or residential real property. \$50.00 Fine

Tanks-No elevated tanks shall be erected. \$50.00 Fine

Lighting-No lighting or illumination shall be placed up any lot in such a manner as to cause unreasonable glare or illumination on any other lot. \$50.00 Fine

Parking-No garage may be used by other than the owner, owners family or guests and all garage doors shall be closed at all times except as may be necessary for entry and exit of vehicles and persons. If an owner plans to have a guest, with a vehicle, for more than 7 days, the resident must contact the HOA office for an approved variance. Any vehicle that is parked on common area, including but not limited to a vehicle that (a) appears to be inoperable or (b) has an expired license or inspection sticker, will be towed at the owner's expense with a 48 hour notice. No commercial vehicles may be parked in the common area overnight. Any vehicle parking in a "no parking zone", next to a red or yellow curb or in a designated handicap sticker without a proper plate or tag will be towed at the owner's expense. \$50.00 Fine

Any changes or modifications to the exterior of your home MUST be approved by the Architectural Committee. Changes made without approval could result in fines as well as legal costs. \$500.00 Fine and further approval by the Architectural Committee in addition to any attorney fees.

Bio – Dave Brockman

My name is Dave Brockman. I've lived in Lakewood for more than 15 years. I have two kids who currently attend Hill Elementary and Anderson High School. I also have a new puppy who's discovering all of Lakewood's streets and green spaces. I work remotely for a tech company who I've been with for 20+ years. I'm a baseball and softball coach and currently help coach my daughter's team at Northwest Softball. I enjoy the wonderful Lakewood community and proudly served on the Lakewood HOA board for 9 years. I look forward to representing our community and serving on the HOA board again.

Bio-Shawn Jamail

Hello, neighbors. My name is Shawn Jamail. I bought my first home in Lakewood in 1983. Shortly thereafter I joined the Board of Directors of Lakewood HOA. Around that time, the developer had transferred the governing responsibilities over to the HOA and there was a lot going on. While on the Board, I was instrumental in getting playground equipment (swings) installed in the barren land now referred to as the kiddie park. So, I have historical knowledge and governing experience to bring to the Board of Directors. I am a retired real estate lawyer. At my request, my Texas law license is inactive, which means I am unable to practice law in Texas. I love this neighborhood and it has been exciting to see it grow and expand. You may see me walking around the neighborhood and stopping periodically to identify the various bird calls. I am a novice birder with lots to learn. I have a daughter and two grandkids. I am asking for your support in this election.

Bio-Rachel Upshaw

Rachel Upshaw has been an HOA Board Member for two years. During her time on the board, Rachel has planned and hosted multiple neighborhood parties and events. She lives with her husband and three kids on Waldon Dr.

LAKWOOD HOMEOWNERS ASSOCIATION
ANNUAL MEETING APRIL 28, 2024 DIRECTED PROXY

By this Proxy, the undersigned owner of the hereinafter identified real property (the "Property"), Lakewood Homeowners Association, Inc, a Texas non-profit corporation (the "Association"), on behalf of such owner and all other owners of the Property (collectively, the "Owner") hereby appoints the then-current Secretary of the Association as of the date of the Annual membership meeting to be held on April 28, 2024 (the "Annual Meeting"), as Owner's true and lawful proxy with full powers of substitution for purposes of establishing a quorum and to represent and cast votes on behalf of Owner as directed below at such, Annual, or any adjournment thereof.

The proxy holder is hereby authorized to vote only as directed below and shall vote in strict compliance with such instructions:

The proxy holder is hereby directed to cast votes on behalf of myself or others of the Property (collectively, the owner) do hereby cast my vote(s) as set forth below. No vote shall be cast for any issue(s) not marked below.

BALLOT ITEM NO. 1- BOARD MEMBER ELECTIONS – There are 3 Board positions available on the Board. Please vote for up to 3 candidates. Names are in Alphabetical order by last name.

_____ **DAVE BROCKMAN**

_____ **SHAWN JAMAIL**

_____ **RACHEL UPSHAW**

BALLOT ITEM NO. 2 – FINE POLICY FOR VIOLATIONS

_____ **FOR the Fine Policy**

_____ **AGAINST the Fine Policy**

TO BE EFFECTIVE, YOU MUST SIGN THIS PROXY AND RETURN IT TO THE ASSOCIATION BY THE FOLLOWING DEADLINES:

MAIL TO BE RECEIVED NO LATER THAN 5:00 PM ON THURSDAY APRIL 25, 2024, AT THE FOLLOWING ADDRESS:

Lakewood Homeowners Association
PO Box 27674
Austin, Tx 78755

EMAIL NO LATER THAN 5:00 PM ON THURSDAY APRIL 25, 2024 AT THE FOLLOWING ADDRESS:

hoa@lakewoodhoa.com

Date: _____

Owner's Lakewood Address: _____

Owner's Printed Name: _____

Owner's Signature: _____