

GREENWOOD FOREST CONSTRUCTION AND  
DEED RESTRICTION COMPLIANCE GUIDELINES

**NOTICE: This document constitutes a dedicatory instrument as defined by Section 202.001(1) of the Texas Property Code and affects all real property subject to that certain Amended Declaration of Covenants, Conditions and Restrictions of Greenwood Forest Subdivision, Sections I - VIII and Greenwood Forest Estates Subdivision, Section I, recorded under Harris County Clerk's File No. M911889.**

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions of Greenwood Forest Subdivision, Sections I - VIII and Greenwood Forest Estates Subdivision, Section I is recorded under Harris County Clerk's File No. M911889 (the "Declaration");

WHEREAS, Article Five of the Declaration and/or Section 204.010(a)(6) & (18) of the Texas Property Code vest authority in the Association to regulate the use, maintenance, repair, replacement, modification and appearance of the subdivision, establish certain architectural guidelines and to record said guidelines in the real property records;

WHEREAS, the Association's Board of Directors desires to adopt certain guidelines and policies relating to construction activity within the subdivision and the enforcement of deed restrictions;

WHEREAS, on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2017, at a duly-noticed and open meeting of the Board of Directors at which a quorum of directors was present the Board did vote to adopt these Greenwood Forest Construction and Deed Restriction Compliance Guidelines and record same in the Official Records of Real Property of Harris County, Texas;

NOW, THEREFORE, the following guidelines, policies and restrictions (collectively the "Guidelines") are hereby adopted as a dedicatory instrument of the Association, effective and enforceable as of the date of recording.

***General Guidelines:***

1. All capitalized terms used herein shall have the meanings assigned in the Declaration unless otherwise described or defined herein.
2. Pursuant to Article V, Section 1 of the Declaration, no construction of any structure or improvement of any kind shall commence or continue on any Lot until the Owner has received written approval for same by the Association's Board or designed committee ("Written Approval"). No work, including but not limited to: mobilization, temporary or permanent utility work, stockpiling materials, grading or landscaping, placement of refuse or other containers, or other related on-site activity, may commence until the Association issues its Written Approval.

3. Only one sign, not more than 5 square feet in size, is allowed on any Lot for advertising purposes during construction.
4. A construction refuse container placed on a Lot shall be designed and maintained to prevent trash and debris from blowing or falling out. It shall be regularly emptied and maintained and located in the most unobtrusive yet accessible location. The container must be removed 7 days after substantial completion of any work on a Lot.
5. One (1) portable toilet is permitted on a Lot during construction. The portable toilet: cannot be onsite more than seven (7) days before construction commences; must be located as far from the front property line as possible while still enabling regular servicing; must be screened from view from streets or neighbors; must be regularly serviced; and must be removed within seven (7) days after substantial completion.
6. The Association and/or its agents and employees shall have full access to any Lot, construction site and/or construction project once Written Approval has been issued to the Owner, which right of access shall end upon Final Completion of all improvements.

***Work Hours and Activity:***

7. It is the Owners' responsibility to insure that construction or demolition work is not done on any weekday (that is not a holiday) before 7:30 a.m. or after dusk or 7:00 p.m., whichever is earlier.
8. Construction or demolition work is not permitted at any time on a Sunday, or on a Saturday before 9:00 a.m. or after dusk or 6:00 p.m., whichever is earlier.
9. Construction or demolition work is not permitted at any time on the following listed holidays: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.
10. The term "construction or demolition work" in this section means both interior and exterior construction or demolition activities. Construction or demolition work includes actual construction work and staging activities including, without limitation, gathering of workmen, parking of delivery vehicles, delivering, loading and unloading materials, consumables, machinery and equipment or operating any machinery.
11. Notwithstanding the foregoing, construction or demolition work that is not noisy (interior painting, for example) and which does not involve noisy staging activity or other exterior activity, (other than parked passenger vehicles) is permitted between the hours of 9:00 a.m. and 6:00 p.m. within the interior of a residential dwelling or other improvement on any day on which construction or demolition work is otherwise prohibited.

12. Vehicles parked on the street may not block driveways, mailboxes, fire hydrants, or impede normal traffic. Carpools or shuttle may be necessary for compliance with this requirement.

***Diligent and Continuous Pursuit of Completion According to Approved Plans:***

13. The commencement of any of construction or work shall be deemed as the Owner's acknowledgement and agreement to accept the conditions, rules, restrictions and requirements set forth in the Declaration, these Guidelines and any other Association dedicatory instruments. Any delay or failure of the Association to seek compliance with the Association's dedicatory instruments shall not impair, nor be deemed a waiver of, the Association's right to enforce same at any subsequent time. In addition, none of the requirements of the Association's dedicatory instruments shall be deemed waived unless the Association executes an express written waiver applicable to a particular Lot(s).
14. Material changes, additions and/or omissions in the design or construction outlined or described in the application that received Written Approval from the Association are not permitted without additional prior, written Association approval. Any such unapproved changes are subject to modification or removal as required by the Board.
15. All construction projects must be completed in the time frame agreed upon by the Owner and his or her contractor and as represented by the Owner in the written application submitted to the Association for Written Approval. Any extension of the project time frame beyond that approved in the Written Approval must be approved in writing by the Association.
16. Improvements visible from a street are not permitted to exist in an incomplete state without ongoing and meaningful construction once construction starts. Once commenced, the Owner shall not permit the construction to be stopped, interrupted or abandoned for any substantial period of time ("substantial" to be determined in the Association's sole discretion), and the construction shall be diligently and continuously pursued through Final Completion of all improvements. Periods of inactivity are not permitted absent circumstances the Board determines reasonable in its sole discretion.
17. Each Owner shall ensure that construction is commenced and performed diligently and continuously according to this provision.
18. IF THE OWNER OF A LOT OR TRACT ALLOWS THE PROJECT TO REMAIN INCOMPLETE WITHOUT ONGOING AND MEANINGFUL CONSTRUCTION ACTIVITY, THE BOARD MAY FINISH OR REPAIR THE EXTERIOR OF THE IMPROVEMENTS AND OTHERWISE RESTORE THE PROPERTY TO AN APPROPRIATE CONDITION AT THE OWNER'S EXPENSE, IN ADDITION TO ALL OTHER REMEDIES THE LAW PROVIDES, INCLUDING, WITHOUT LIMITATION, STATUTORY PER DIEM PENALTIES AND ATTORNEYS' FEES, PURSUANT TO ARTICLE VI, SECTION 1 OF THE DECLARATION. COSTS

ASSOCIATED WITH SUCH WORK SHALL BE COLLECTABLE BY THE ASSOCIATION IN THE SAME MANNER AS REGULAR ASSESSMENTS, INCLUDING FORECLOSURE OF THE PROPERTY.

***Compliance with Deed Restrictions***

19. It is each Owner's responsibility to ensure the Owner's project complies with the terms and provisions of all Association dedicatory instruments, including these Guidelines before and during construction.
20. The Declaration authorizes and/or requires the Board to enforce important general requirements, and to ensure harmony and the continuity of architectural styles within Greenwood Forest. By virtue of this instrument, Owners of Lots in the Subdivision acknowledge that the Board of Directors intends to preserve the historical integrity of the Subdivision and the continuity of architectural styles of residential dwellings and other improvements to be constructed on Lots.
21. Construction on the exterior of your project affects your neighbors throughout Greenwood Forest. Unfortunately, many projects increase the burden on neighbors by deferring completion of the exterior until the interior is completed. Please make every effort to minimize the burden of your construction on your neighbors by completing the exterior work (including landscaping) as soon as possible.
22. Please be advised that should you breach the covenants, conditions and restrictions contained in the Association's dedicatory instruments, after due notice, Sections 5.006 and 209.008 of the Texas Property Code and/or Chapter 38 of the Texas Civil Practice and Remedies Code entitle the Association to seek reimbursement from you of all attorney's fees and costs incurred by the Association in seeking compliance and curing violations.

As always, if we can be of any assistance, please feel free to call our office.

**SECRETARY’S CERTIFICATE**

I, \_\_\_\_\_, certify that:

I am the duly qualified and acting secretary of Greenwood Forest Fund, Inc. d/b/a Greenwood Forest Homeowners’ Association, a duly organized and existing Texas non-profit corporation (the “Association”).

On the \_\_\_\_ day of \_\_\_\_\_, 2017, at a duly-noticed and open meeting of the Board of Directors of the Association at which a quorum was present, the Board voted in favor of and adopted the foregoing GREENWOOD FOREST CONSTRUCTION AND DEED RESTRICTION COMPLIANCE GUIDELINES. The foregoing instrument is an unrecorded Dedicatory Instrument, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to the Association.

The foregoing instrument is being presented for recording in the Official Records of Real Property of Harris County, Texas, pursuant to Section 202.006 of the Texas Property Code.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Secretary, Greenwood Forest Fund, Inc.  
d/b/a Greenwood Forest Homeowners’ Association

THE STATE OF TEXAS    §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, Secretary of Greenwood Forest Fund, Inc. d/b/a Greenwood Forest Homeowners’ Association, a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for The State of Texas

After recording, return to:  
Bartley & Spears, P.C.  
14811 St. Mary’s Lane, Suite 270  
Houston, Texas 77079