

**ADDITIONAL DEDICATORY INSTRUMENT FOR
FROSTWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher J. Archambault who, being by me first duly sworn, states on oath the following:


My name is Christopher J. Archambault I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Attorney for FROSTWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

**FROSTWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.
CONSTRUCTION RULES AND GUIDELINES**

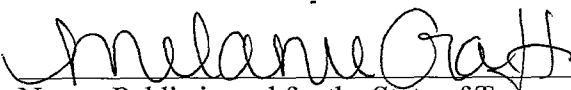
DATED this 9th day of August, 2022.

Frostwood Community Improvement Association, Inc.

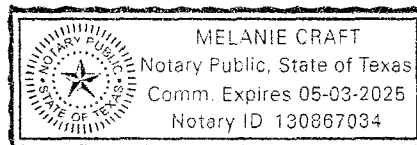
BY: 
Christopher J. Archambault, Attorney
(Printed Name)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was **acknowledged** before me on this the 9th day of August, 2022, by the said Christopher J. Archambault, Attorney for Frostwood Community Improvement Association, Inc., a Texas non-profit corporation, on behalf of said corporation.


Notary Public in and for the State of Texas

After Recording Return To:
Daughtry & Farine, P.C.
17044 El Camino Real
Houston, Texas 77058
ATTN: CJA/mc
(1653.0001)



RP-2022-405891

**FROSTWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.
CONSTRUCTION RULES AND GUIDELINES**

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF HARRIS §

WHEREAS, the FROSTWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC. (the “*Association*”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Amended, Restated and Consolidated Restrictions for Frostwood (“*Frostwood*”), Sections One (1), Two (2), and Three (3), and Colony West (“*Declarations*”; capitalized terms used herein and not otherwise defined are used as defined in the Declarations); and

WHEREAS, Section 204.010(a)(6) of the Texas Property Code empowers the Association, acting through its Board of Directors (the “*Board*”), to regulate the use, maintenance, repair replacement, modification and appearance of Frostwood; and

WHEREAS, Section 204.010(a)(21) of the Texas Property Code empowers the Association, acting through its Board, to exercise other powers necessary and proper for the governance and operation of the Association; and

WHEREAS, the Board desires to adopt the following policy with regard to the building of, and construction on, Residential Dwellings, and the following policy is consistent with the Declarations.

NOW, THEREFORE, the Board has duly adopted the following *Construction Rules and Guidelines* (the “*Construction Policies*”) within the community:

CONSTRUCTION RULES AND GUIDELINES

These Construction Policies apply to any activity on a Lot that constitutes a Building Project (as defined below) after the date hereof in Frostwood. Nothing herein shall be construed to abrogate the current Declarations, but shall be additional guidelines and standards that relate to the construction on or in new Residential Dwellings and Major Improvement Projects (as defined below) at existing Residential Dwellings.

The purpose for these Construction Policies is not (i) to place a burden on homeowners in Frostwood who undertake minor renovations that do not require advance Architectural Control Committee approval, except to the extent using a roll-off dumpster or port-a-potty in connection with such renovations is required, in which case Architectural Control Committee approvals will be required in connection with the use of such roll-off dumpster and/or port-a-potty, nor (ii) to create additional burdens for homeowners who do not vacate a residence for less than two (2) months during such renovations. The purpose of these Construction Policies is, however, intended to apply to (x) demolition of an existing Residential Dwelling and construction of a new Residential Dwelling, and (y) major renovation projects on existing Residential Dwellings that could be characterized as an interior rebuild, or a “take it down to the studs” renovation. It is, therefore, for those purposes that these Construction Policies are promulgated pursuant to Article IV, Section 4.6 (Architectural Control Guidelines) of the Declarations, including to promote the safety of the homeowners, the environment, property values, and the quality of life in Frostwood.

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1. Defined Terms.

- a. “Builder” – A person who either (i) purchases a Lot within the Subdivision or (ii) is engaged by the Owner of a Lot, in either case for the purposes of undertaking a Building Project on that Lot.
- b. “Building Project” – An activity on a Lot that constitutes any of: (i) the demolition of an existing Residential Dwelling and construction of a new Residential Dwelling; (ii) a Major Improvement Project at an existing Residential Dwelling; or (iii) any significant major improvement to an existing Residential Dwelling or Lot, including, but not limited to, installation of a driveway, swimming pool, exterior alteration, re-roofing, or replacement of windows.
- c. “Construction Deposit Agreement” – An agreement that is entered into with respect to a Building Project among (i) an Owner, (ii) a Builder, and (iii) the Association, pursuant to which a Construction Deposit is delivered to the Association, and the Association and the Builder agree on the terms and conditions under which the Construction Deposit (net of any forfeitures) will be refunded to the Builder at the completion of the Building Project, and the Builder acknowledges receipt of the Policies and agrees to comply with such Policies.
- d. “Construction Fencing” – A commercial, in-ground chain link fence that will surround a Lot (x) on which a Residential Dwelling is to be demolished and replaced with a new Residential Dwelling or (y) that will undergo a Major Improvement Project, in each case that shall: (i) have skirting and wind-screening or privacy screening to prevent debris from being windblown or carried by water runoff onto another Lot or into the street; (ii) be of a galvanized steel construction, at a height of at least six (6) feet, and be securely installed with temporary in-ground posts pounded at least two (2) feet into the ground; (iii) include only one (1) machinery and equipment swing gate entrance; and (iv) be securely locked by chain and padlock at the end of each working day.
- e. “Interior Living Space” – The space, measured in square feet, of livable space in a Residential Dwelling, excluding, to avoid any doubt, steps, porches, exterior balconies, covered but not enclosed or air conditioned patios, and Garages.
- f. “Major Improvement Project” – An addition to, or renovation of, an existing Residential Dwelling, where: (i) the foundation area, “footprint,” or roofline of the Residential Dwelling is changed in any respect, including where there is an addition to the Residential Dwelling that significantly changes the appearance of that Residential Dwelling; (ii) the interior and/or exterior of the existing Residential Dwelling on the Lot is modified in a material respect such that it is a major undertaking and necessitates that a roll-off dumpster, bin or container be placed on the Lot for more than five (5) days, including the “gutting” of a significant portion of the Interior Living Space of the Residential Dwelling; (iii) it is expected that the projected addition or renovation will take two (2) months or longer to complete and the Owner will not be living in the Residential Dwelling during the majority of this time period; or (iv) the addition of a second story living area; in each case as determined by the Architectural Control Committee, in its reasonable discretion.
- g. “Major Improvement Project Exception” – an exception granted by the Architectural Control Committee in writing waiving any of the requirements in these Guidelines for a Major Improvement Project, where the Architectural Control Committee, in its reasonable discretion, determines that (i) the manner in which the Major Improvement Project is being undertaken does not require one or more of the requirements, or (ii) the primary focus of the Major Improvement Project is primarily on the interior and for the purpose of (y) preparing a Residential Dwelling for resale while it is unoccupied, or (z) modifying the interior of a Residential Dwelling by a new owner before it is occupied.
- h. “Property Manager” – The professional management companies or personnel engaged by the Board to perform the day to day functions of the Association and to provide for the management, administration, and operation of Frostwood as provided for in the Declarations and these Guidelines.

2. **Advance Approval Required.** No Building Project of any nature which affects the exterior appearance of a Lot, or a Residential Dwelling or other Improvement on a Lot, shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on, or maintained on a Lot by an Owner, unless the Owner has complied in all respects to the advance approval requirements set forth in Article IV of the Declarations.
3. **Work May Not Commence Before Receiving Approval of Plans.** In the event an Owner begins any Building Project or other work requiring Architectural Control Committee approval, including re-painting or re-staining, without first obtaining approval from the Architectural Control Committee by the Declarations and these Policies, the Board may, in its reasonable discretion, impose a fine in an amount set by the Board against the Owner for starting such Building Project without first obtaining such approval; *provided, however*, that the Board may, in its reasonable discretion, waive such fine if (i) the Owner in fact submits an application late; (ii) the Architectural Control Committee approves the late application; and (iii) the Owner requests a waiver of such fine, explaining to the Board why an Architectural Control Committee application was not submitted before the Building Project was started.
4. **Required Notice to Neighboring Owners.** At least thirty (30) days prior to the commencement of (x) the demolition of an existing Residential Dwelling or (y) the construction of a new Residential Dwelling or Major Improvement Project, the Owner shall provide written notice of the date on which the Building Project is projected to commence, including to the Owners whose homes are (i) on either side of the Owner's Lot; (ii) immediately behind the Owner's Lot and on either side of any homes that are immediately behind the Owner's Lot; and (iii) directly across the street from the Owner's Lot and any homes that are on either side of any home directly across the street from the Owner's Lot (or, in the case of a corner Lot, across the main and side streets). A copy of such written notice must be provided to the Architectural Control Committee and the Property Manager prior to the commencement of such demolition or construction.
5. **Inspection of Work; Right of Stoppage.**
 - a. Inspection Right. Any member of the Board, the Architectural Control Committee, the Property Manager or any duly authorized representative or appointee, shall have the right but not the obligation, during reasonable hours but without notice (subject to the below proviso), to enter upon and inspect any Lot with respect to which a Building Project or other Improvement is underway or has been completed, to determine (i) whether or not the Plans, including all specifications and/or modifications therefor have been approved, and (ii) whether or not the Building Project or other Improvements are in compliance with the approved Plans. Such person or persons shall have no liability in trespass by reason of such entry; provided that, in the event of an occupied Residential Dwelling, the right of inspection shall not be exercised without reasonable notice to the Owner and, if applicable, the Builder.
 - b. Right of Stoppage. In the event the Architectural Control Committee, the Board, or the Property Manager shall determine that the Plans for any Building Project or other proposed Improvement on a Lot, including all specifications or modifications, have not been approved or are not being complied with in all respects, the Board shall be entitled (i) to enjoin further construction or modifications for such Building Project and (ii) to require the removal or correction of any work in place which does not comply with the approved Plans, including all specifications and modifications for such Building Project. In addition to any other remedies available to the Association, the Board may record in the Property Records of Harris County, Texas, a notice of violation naming the violating Owner.
6. **Minimum Allowable Construction Standards.** The Board may from time to time amend or replace these Policies, which are intended to be the minimum acceptable construction activity policies; provided, however, that any such standards will serve only as minimum acceptable guidelines; and provided,

further, that such standards are not in direct conflict with the terms and conditions of the Declarations. The provisions of these Policies are subject in all respects to the provision of the Construction Deposit Agreement adopted by the Board from time to time, and any such standards, guidelines, policies, requirements, rules, and regulations in the Constructions Deposit Agreement shall have the same force and effect as these Policies, and may be modified from time to time at the sole discretion of the Board for the betterment of the Association.

7. **Rules Requiring Construction Fencing.** If an existing Residential Dwelling is to be demolished and replaced with a new Residential Dwelling, or, subject to the Major Improvement Project Exception, if an existing Residential Dwelling is to undergo a Major Improvement Project, the relevant Lot must be completely enclosed by Construction Fencing before (i) the commencement of any demolition of the existing Residential Dwelling or (ii) the commencement of any work on the Major Improvement Project, as applicable. The Construction Fencing shall remain in place until substantial completion of the Building Project; *provided* that the Construction Fencing may be removed for purposes of installing irrigation systems and landscaping, but only if the Construction Project is then substantially complete.
8. **Swimming Pools Remaining on a Lot With a Building Project.** If the swimming pool on a Lot with a Building Project is not to be demolished, (i) the swimming pool must be fully enclosed by a fence that is at least four (4) feet high and that has a latched and locked gate; (ii) there must be a cover over the entire swimming pool that cannot be removed by a child; and (iii) all water must either be drained completely from the swimming pool or if remaining in the swimming pool, the water must be treated from time to time with appropriate chemicals to eliminate the growth of any insects or other pests in or around the swimming pool. These requirements are subject in all respects to any stricter laws or regulations of any jurisdiction in the State of Texas, including Section 343.011 et. seq. of the Texas Health and Safety Code.
9. **Commencement of Work on a Lot.** For purposes of Section 5.3 (Construction Activities) of the Declarations and of these Policies, commencement of demolition of an existing Residential Dwelling or commencement of a Major Improvement Project shall be deemed to have occurred on the first date that: (i) any built-in fixtures, appliances, doors, or drywall or gypsum wall board are removed from the interior of an existing Residential Dwelling or other Improvement on a Lot; or (ii) any brick, windows, siding, roofing materials, or doors are removed from the exterior of an existing Residential Dwelling or other Improvement on a Lot.
10. **Prosecution of Work After Construction Commences.** After the commencement of work on a Building Project, the work thereon shall be prosecuted diligently, to the end that the Building Project shall not remain in a partially finished condition any longer than reasonably necessary for completion thereof; provided, however, that (i) substantial completion of a new Residential Dwelling must be achieved within 270 days of the date of commencement of the new Residential Dwelling unless a longer period is approved in writing by the Architectural Control Committee in advance of reaching such 270 day deadline and (ii) substantial completion of any other Building Project must be achieved within 210 days of the date of commencement of construction of the Building Project, unless a longer period is approved in writing by the Architectural Control Committee in advance of such 210 day deadline. The Board may, in its sole discretion, impose a fine against any Construction Deposit in order to extend the above deadlines.
11. **Roll-off Debris Dumpster.** One (1) heavy-duty roll-off dumpster is required to be placed on a Lot during the continuation of the construction any new Residential Dwelling and, subject to the Major Improvement Project Exception, any Major Improvement Project. For any Major Improvement Project, the dumpster must be located on the Lot behind the front building setback applicable to the Residential Dwelling, unless otherwise approved in writing by the Architectural Control Committee. The dumpster (i) must be placed on the Lot prior to the commencement of any demolition or construction work, (ii)

may not be placed in the street, (iii) must be in good condition (*i.e.*, painted and not rusted), (iv) must be free of any leakage of water or other liquid, (v) is required to be emptied within two (2) business days of being filled, (vi) must never be overfilled, and (vii) must be removed from the Lot no later than the date of substantial completion of the relevant Building Project, unless otherwise requested by the Builder and agreed to in writing by the Architectural Control Committee, but then only until a specific date agreed to by the Architectural Control Committee. The policies in this Section 11 with regard to dumpsters also apply to any use of a dumpster for any home modifications undertaken that do not otherwise require Architectural Control Committee approval (*e.g.*, interior modifications only).

12. Port-a-Potty. One (1) port-a-potty is required to be placed on a Lot during the continuation of the construction of any new Residential Dwelling and, subject to the Major Improvement Project Exception, any Major Improvement Project. The port-a-potty must be located behind the front building setback that is (or would be upon completion) applicable to the Residential Dwelling unless otherwise approved in writing by the Architectural Control Committee. The port-a-potty must be screened from view by fencing such that the door to the port-a-potty cannot be seen from the street, or otherwise in a manner determined to be appropriate by the Architectural Control Committee. The port-a-potty (i) shall be placed on the Lot prior to the commencement of any demolition or construction work, and (ii) shall be removed from the Lot no later than the date of substantial completion of the relevant Building Project, unless otherwise requested by the Builder and agreed to in writing by the Architectural Control Committee, but then only until a specific date agreed to by the Architectural Control Committee.

13. Compliance with Declarations, Regulations and Guidelines, and Construction Policies.

- a. Builders and Owners are obligated to strictly comply not only with all provisions of the Declarations, but also with all provisions in all Frostwood Regulations and Guidelines, including these Construction Policies.
- b. In the event that a Builder or Owner fails to comply with the provisions of the Declarations, any of the Frostwood Regulations and Guidelines, or these Construction Policies, and does not correct the violation either within the time period that is set forth in the written notice of the violation delivered by the Association to the Builder and/or Owner, the Association shall have the authority to impose a fine against the Builder and/or Owner or the Lot in question, in an amount equal to the greater of:
 - i. \$100.00 per day that the violation continues to exist after the period specified in the notice to correct the violation; and
 - ii. the amount specified in the Construction Deposit Agreement.
- c. Payment of fines shall be the personal obligation of the Builder and may be chargeable to the Construction Deposit as a forfeiture of a portion of the Construction Deposit.
- d. Payment of all fines shall also be secured by the Lien referred to, and established in, Article III of the Declarations against the Lot on which the violation exists, in the same manner that Annual Maintenance Charges are secured, and enforced in the manner specified herein for the payment of the Annual Maintenance Charge.

Fines may be in addition to, but not necessarily in lieu of, forfeitures of all or some portion of a Construction Deposit as more particularly set forth in Article IV, Section 4.4 (*Construction Deposit*) of the Declarations.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any construction rules and guidelines outlined herein which may have previously been in effect. Except as affected by these Construction Policies, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 12th day of October, 2021.

**FROSTWOOD COMMUNITY IMPROVEMENT
ASSOCIATION, INC.**

Signed: RA Cainsburg
Name: RICHARD A. EINSBURG
Position: President

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Pages 8
08/08/2022 01:49 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$42.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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