

BYLAWS
OF
MILLRIDGE NORTH, SECTION I,
COMMUNITY IMPROVEMENT ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is MILLRIDGE NORTH, SECTION I, COMMUNITY IMPROVEMENT ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 825 E. Southmore, Suite 207, Pasadena, Texas 77502, but the meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to MILLRIDGE NORTH, SECTION I, COMMUNITY IMPROVEMENT ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties within the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Magnolia Investment Properties, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the County Court of Harris County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 5:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter, the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - 1. fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 - 2. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3. foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting

forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

- (b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are

secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or the abandonment of his Lot.

ARTICLE XII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the MILLRIDGE NORTH, SECTION I, COMMUNITY IMPROVEMENT ASSOCIATION, have hereunto set our hands this 20th day of January, 1981.



John M. Marrou



Verna White



Tommy Adkins

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John M. Marrou, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 20th day of January, A. D., 1981.

Marlyn Skrabanek
Notary Public in and for Harris County, Texas
Marlyn Skrabanek
Commission expires 3-31-81

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Verna White, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 20th day of January, A. D., 1981.

Marlyn Skrabanek
Notary Public in and for Harris County, Texas
Marlyn Skrabanek
Commission expires 3-31-81

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Tommy Adkins, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 20th day of January, A. D., 1981.

Marlyn Skrabanek
Notary Public in and for Harris County, Texas
Marlyn Skrabanek
Commission expires 3-31-81

STATE OF TEXAS ↓

COUNTY OF HARRIS ↓

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this _____ day of _____, A. D., 1980.

Notary Public in and for Harris
County, Texas

STATE OF TEXAS ↓

COUNTY OF HARRIS ↓

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this _____ day of _____, A. D., 1980.

Notary Public in and for Harris
County, Texas


CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the MILLRIDGE NORTH, SECTION I, COMMUNITY IMPROVEMENT ASSOCIATION, a Texas corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ 20th day of _____ January _____, ~~1980~~ 1981.

IN WITNESS WHEREOF, I have hereunto subscribed my name this _____ 20th day of _____ January _____, ~~1980~~ 1981.



Secretary
Marlyn Skrabanek

AMENDMENT OF BYLAWS

OF

MILLRIDGE NORTH, SECTION I, COMMUNITY IMPROVEMENT ASSOCIATION

WHEREAS, all of the owners in Millridge North, Section I, Community Improvement Association wish to amend the bylaws of Millridge North, Section I, Community Association.

NOW, THEREFORE, Article IV, Section 2. Term of Office. is changed in its entirety to:

Article IV. Section 2. Term of Office. At the first Annual Meeting the members shall elect three directors, one director for a term of one year, one director for a term of two years, and one director for a term of three years; and at each annual meeting thereafter, the members shall elect a director to replace the term which expires.

NOW, THEREFORE, Article VI, Section 1. Regular Meetings. is changed in its entirety to:

Article VI. Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held yearly without notice, at such place and hour as may be fixed from time to time by the Board of Directors.

IN WITNESS WHEREOF, we, being all of the members of the Millridge North, Section I, Community Improvement Association, have hereunto set our hands this the 30th day of September 1982.

C. Paul Frazier
Magnolia Investment Properties, Inc.

Roger Blundell
Division President
Pulte Homes Corporation

[Signature]
Southmore Savings Association

James A. Woody, Jr.
Moore Homes, Inc.

**RESOLUTION REGARDING ARCHITECTURAL GUIDELINES FOR
MILL RIDGE NORTH ADOPTED BY UNANIMOUS WRITTEN
CONSENT OF BOARD OF DIRECTORS OF MILL RIDGE NORTH
SECTION 1. COMMUNITY IMPROVEMENT ASSOCIATION**

We, the undersigned, being all of the members of the Board of Directors of MILL RIDGE NORTH, SECTION 1, COMMUNITY IMPROVEMENT ASSOCIATION (the "Association"), a Texas non-profit corporation organized under the Texas Non-Profit Corporation Act, as presently constituted, do by this writing consent to the following actions and adopt the following resolution:

WHEREAS, that certain instrument entitled "Amendment of Declaration of Covenants, Conditions and Restrictions" (the "Declaration") filed of record in the Official Public Records of Real Property under Film Code No. 029-85-1167, et seq., and County Clerk's File No. H678762 restricts every lot within Mill Ridge North, a Harris County subdivision, according to the map or plat thereof filed in Volume 288, Page 112 of the Map Records of Harris County, Texas; and

WHEREAS, Article VI of the Declaration empowers the Board of Directors of the Association (the "Board") to protect the aesthetic integrity of Mill Ridge North by prohibiting any building, fence, wall or other structure from being commenced, erected or maintained on any lot within Mill Ridge North or any exterior addition to or change or alteration therein from being made until plans and specifications shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography; and

WHEREAS, the Board desires to establish procedures for the orderly review of construction plans and specifications and guidelines with respect to the design, location, height, orientation, quality of workmanship, and types and colors of acceptable materials of exterior additions, structures, and improvements on lots in Mill Ridge North, so that a harmonious exterior design within Mill Ridge North is consistently maintained.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the following procedures and guidelines relating to buildings, additions, improvements, and structures, which shall supplement the Declaration.

I. OVERVIEW

The Board has established these architectural guidelines to help assure uniform and fair interpretation of the Declaration and of these guidelines. The guidelines are intended to provide all lot owners in Mill Ridge North with information relating to the type, color and quality and grade of materials which may be used in the construction of various kinds of structure and improvements, and the sizes and locations of such improvements and structures, and information relating to the procedure utilized by the Association with respect to applications for proposed improvements and structures and allocations thereto.

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These procedures and guidelines may be amended by the Board from time to time as its deems necessary and appropriate.

II. ARCHITECTURAL REVIEW PROCEDURES AND GUIDELINES

A. Application Procedure

1. Applications.

All applications of approval to make any exterior changes, additions or improvements must be submitted to the Board in writing by completing the application form currently in use by the Board. Complete and final plans and specifications for any exterior addition, change, alteration or improvement should be attached to the application. All applications, additional information, or request for appeal shall be mailed or delivered to the office of the managing agent of the Association, not to members of the Board.

The Board reserves the right to request any additional information it deems necessary to properly evaluate any application. In the event that the Board requests additional information, the application shall be considered incomplete and denied until such information is submitted to the Board and the sixty (60) day requirement for approval of the application, as described in Article VI of the Declaration, shall not begin until such information is received. In the event that the Board requests additional information and the information is not received within sixty (60) days from the date of the Board's request, the application shall be considered denied; however, the applicant may thereafter submit a new application with the requested information to the Board for its review.

2. Board Decisions.

Board members shall consider each application for compliance with the restrictive covenants of the Declaration and with these guidelines. The decision of a majority of members to approve or disapprove an application shall be considered the decision of the Board. All decisions of the Board shall be confirmed by the signatures of a majority of Board members.

Board decisions shall be conveyed in writing by the Board or the managing agent of the Association to the applicant and shall include a statement of the conditions under which the application is approved, if any, or the primary reason(s) for disapproving the application.

In accordance with the Declaration, but subject to paragraph 1, above, any application that is not approved or disapproved within sixty (60) days of the date of its receipt shall be deemed to have been automatically approved provided, however, that (i) any such approval shall extend only to architectural guidelines

and not to any of the use restrictions set forth in the Declaration and (ii) in no event shall non-action be deemed to constitute approval of an application for any change, addition, or improvement or any other item that would violate the provisions of the Declaration. Unless otherwise stated in the Board's written response, all approved exterior changes, additions or improvements shall be completed within thirty (30) days of the date construction, installation or erection is commenced unless an extension is otherwise approved by the Board.

B. General Guidelines

The Board shall consider the following factors upon the review of each application for an exterior addition, change, or alteration:

1. harmony of external design and location in relation to surrounding structures and topography;
2. quality of workmanship materials;
3. dimension, shape, height, and location (Note: The Board may not grant permission to construct or place an improvement upon or across any utility easement; consent to encroach upon any utility easement must be obtained in writing from the owner of the easement; the Board may grant permission to construct or place an improvement upon or across a drainage easement, provided that the Board may revoke its consent if it determines that the improvement materially impedes or adversely affects drainage or the intent which the easement was dedicated; in the event that the Board revokes its consent, the homeowner shall bear the responsibility to remove the improvement at his sole cost and expense.);
4. harmony and appeal of exterior design;
5. structural, mechanical, electrical, and plumbing details; and
6. nature, kind, type, and color of materials.

Provided, however, that the approval of an application shall not be construed as a warranty or representation by the Board that the change, addition or improvement, as proposed or as built, complies with any or all applicable statutes, ordinances or building codes, or as a warranty or representation by the Board of the fitness, design or adequacy of the proposed construction.

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C. Specific Guidelines

1. Exterior Fences.

- a. Pickets. All fences situated parallel to the front lot line or parallel to a side street adjacent to a corner lot shall be constructed with the pickets on the outside so that no posts or rails are visible from the street in front of the lot or from the side street.
- b. Gates. All gates shall be constructed with materials consistent with the fence material.
- c. Color and Acceptable Materials.
 - i. Wood Fences. No wood fence may be painted. Wood fences may be stained in acceptable earthtone colors with the prior approval of the Board. A stain color sample shall be included with the application submitted by the owner to the Board.
 - ii. Other Fences. Fence of any other material above must be approved by the Board. Chain link and wire fences are not permitted, if visible to any street or other lot.
 - iii. Perimeter Fences. Fences located on lots which make the perimeter of Mill Ridge North must be constructed of vertical picket and horizontal rot board supported by galvanized steel pipe set in concrete.
- d. Setback Lines. Fences may not be constructed on a lot forward of any applicable setback line, unless approved in writing by the Board.
- e. Maintenance of Fences. All fences shall be properly maintained to prevent disrepair.
- f. Height. Fences or walls located on interior side or rear lot lines shall be six (6) feet in height; the height of the fences and walls located elsewhere on a lot must also be six (6) feet in height, unless otherwise approved by the Board. It is understood if a fence or wall crosses a ditch or gully the height of the fence or wall at that point only may exceed the maximum height requirements set forth herein.

2. Swimming Pools.

An application for the construction of a swimming pool, spa or jacuzzi must include a plot plan showing the proposed location of the swimming pool, spa or jacuzzi

in relation to the property lines, building lines, existing structures and existing or proposed fences. The application shall also include a timetable for the construction of the pool, spa or jacuzzi. No swimming pool, spa or jacuzzi shall be approved unless the area in which the pool is to be located is either enclosed by a six foot (6') fence or such a fence is proposed to be constructed in conjunction with the swimming pool. During construction, the pool area shall be enclosed with a temporary fence or barrier, unless a fence already exists. If a portion of an existing fence is removed during construction, a temporary fence or barrier must be erected to fully enclose the area in which construction is taking place. Further, no building materials shall be kept or stored in the street overnight. Excavated material shall either be used on site or immediately removed from the premises by the pool contractor. The construction of all swimming pools must be in compliance with the national electrical code and include the installation of a ground fault circuit interrupter. There shall be no surface discharge on the lot or to an adjacent property. No swimming pools may be enclosed with screens. No swimming pool, spa or jacuzzi shall be constructed in a manner to impede drainage on a lot or to cause water to flow on an adjacent lot.

3. Outbuildings.

- a) General Rules. Any type of building that exists on a lot which has a floor and/or walls and/or a permanent roof, but is not attached to the residential dwelling or to a detached garage on the lot, shall be considered an outbuilding, including tool and/or storage sheds, gazebos, and children's play structures. Only outbuildings not exceeding ten feet (10') in length, ten feet (10') in width and nine feet (9') except as provided in 3.b in height shall be permitted on a lot. The standard type, quality and color of the materials used in the construction of the outbuilding shall be harmonious with those of the main residence on the lot. An outbuilding: (i) shall be located in the rear portion of the lot; and (ii) may not be located on the rear utility easement unless the outbuilding is moveable. Outbuilding locations must also conform to the building front and side setback restrictions. No outbuilding may be located on a lot such that it impedes drainage from the lot or causes water to flow onto an adjacent lot. Further, if an outbuilding is to be constructed on a lot, the lot must be enclosed by a six foot (6') fence, or such fence must also be proposed concurrent with the application for approval to construct the play structure. A fence approved in conjunction with an application to construct a play structure must be completed within thirty (30) days of the date that the play structure construction begins.
- b) Children's Play Apparatus. For the purposes hereof, a children's play apparatus shall mean any type of children's swing sets, play sets, climbing structure, slides, or raised play sets. A maximum of two (2) children's play apparatuses are allowed on a residential lot. The maximum dimensions for each play apparatus are ten feet (10') in width by fifteen

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feet (15') in length by nine feet (9') in height. The play apparatus may have no more than two (2) vertical beams with a single horizontal support member between them extending above the nine foot (9') height restriction of the play apparatus. The sole permitted purpose of these extending beams is to support a tarpaulin for a shade area. The beams and their accompanying horizontal cross member may not exceed ten feet (10') in height, measured from the ground. Tarpaulin colors will only be approved if harmonious with the color of the residential dwelling. Play apparatuses may only be located behind the front and side building setback lines.

4. Patio Covers.

The standard, type, quality and color of the materials used in the construction of a patio cover must be harmonious with the standard, type, quality and color of the materials used in the construction of the main residence; provided, however, that corrugated roofs for patio covers shall not be permitted under any circumstances. Roofing materials on patio covers shall conform to the provisions relating to roofing materials set forth in Article VII, Section 15 of the Declaration and Section 9 of these Guidelines.

5. Decks.

All decks must be approved by the Board with respect to location and the standard, type, color and quality of the materials used in construction. Appropriate fences may be required by the Board if any portion of a proposed deck would otherwise be visible from the street or an adjacent lot. No deck shall impede drainage on the lot or cause water to flow on an adjacent lot. No deck other than a second level balcony attached to the main residence which is a part of the original design shall be constructed more than fifteen inches (15") above the ground.

6. Garages.

All garages must appear to be functional and capable of housing cars. No garage conversions which alter the exterior appearance of the garage so that the garage no longer appears operable will be approved by the Board.

7. Exterior Lighting.

- a) Changes to Existing Lighting. Outside lighting which was installed at the time of original construction or which was installed after original construction with the approval of the Board may be replaced with a new fixture provided that the wattage of the new fixture does not exceed the wattage of the existing fixture or 150 watts, whichever is greater. Existing gas lighting may be converted to an electric incandescent bulb

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provided that (a) the incandescent bulb is clear glass type, (b) the wattage of the bulb does not exceed 100 watts, and (c) the lighting color is white.

b) New Lighting.

- i. Security Lighting. Security lighting shall be permitted with the Board's approval so long as the total wattage for all security lights does not exceed 300 watts per fixture. All security lighting shall be mounted behind the back plane of the house. No pole mounted security lights (including sodium vapor and mercury vapor) shall be permitted. No security light fixture shall be allowed above the eaves of the house or garage. Exceptions to mounting security lighting behind the back plane of the house and/or allowing security lighting above the eaves of the house or garage may be granted by the Board if the design and location of the house and/or garage on a lot warrant an exception.
- ii. Landscape Lighting. Exterior landscape lighting shall be permitted with the Board's approval so long as the lighting is located within flower beds, shrubs and/or trees and is neither sodium vapor nor mercury vapor.
- iii. Gas Lights. Two (2) gas lights per lot shall be permitted with the Board's approval; provided that the gas lighting color is white.
- iv. Annoyances. All new lighting which is approved by the Board shall be subject to a ninety (90) day trial period to assure that the lighting is not objectionable to surrounding residents. The ninety (90) day period shall commence on the date of the Board's written approval of the lighting. If, at the end of the ninety (90) day period, the Board determines that the lighting is not unreasonably offensive or an annoyance to surrounding residents, the Board's approval shall be final; otherwise, the lighting shall be removed or modified in accordance with the decision of the Board.

8. Exterior Materials.

- a) Masonry. The exterior of all buildings shall be primarily of masonry exterior. A sample of the brick or other masonry to be used may be submitted with the application. The exposed portion of any chimney that is exposed as a part of the

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exterior wall shall be brick or other masonry to match the remainder of the residence. The exposed part of a chimney that is not a part of the exterior wall and that pierces the roof shall be constructed of brick or other masonry to match the remainder of the residence or may be stucco.

- b) **Paint.** At least two (2) color samples or "paint chips" of the proposed exterior color of any new addition or improvement must be attached to each application submitted to the Board. Further, the existing exterior color of the main body of a house, garage or other improvement on a lot, as well as any trim or accent color, shall not be changed without first submitting an application with at least two (2) color samples or paint chips to the Board and receiving its written approval. The Board has established and shall maintain a chart depicting the acceptable colors and shades for the exteriors of homes and other improvements on lots within the subdivision. Each color sample or paint chip shall be compared to the colors and shades of colors set forth on the color chart to assure that each approved color is harmonious with the color scheme established for the subdivision.

9. **Roofing Materials and Additions.**

- a) **Materials.** A sample of the proposed shingle to be placed on any existing roof or any new improvement must be attached to each application submitted to the Board as provided by Article VII, Section 15 of the Declaration. Roofs must be of either #1 perfection 18" wood shingles, tile or composition of the Timberline type or equal. Additionally, the color must be harmonious with the color scheme established in Mill Ridge North.
- b) **Roofing Additions.** No solar panels or similar types of additions shall be permitted on the front of the roof ridge line and/or gable of a structure.

10. **Antennae.**

As provided in Article VII, Section 16 of the Declaration no radio or television aerial wires or antenna shall be maintained on any portion of any lot forward of the front building lines of said lot; nor shall any free standing antenna of any style be permitted to extend more than feet (10') above the roof of the main residential structure on said lot.

11. Satellite Dishes.

Satellite dishes may be approved by the Board only if the following minimum requirements are met:

- a) Each satellite dish shall be situated in the back portion of the lot so that it is not visible from any point in the street in front of the lot or, if a corner lot, any point in the side street. The rear portion of the lot must be enclosed with at least a six foot (6') fence or such a fence must be proposed in conjunction with the application for approval to erect the satellite dish.
- b) No portion of a satellite dish may be visible from ground level from any other lot or street at any time.
- c) No portion of a satellite dish may be situated upon an easement.
- d) The color of a satellite dish shall be harmonious with the color of the house and improvements on the lot or of black mesh type material. As a condition of approval, the Board may require additional screening through landscaping. No cable or wiring shall be visible from the street in front of the lot or any side street.

12. Basketball Goals.

Basketball goals should be mounted either (i) on the garage wall or roof with the backboard parallel to the automobile entrance, (ii) on the garage-to-house breezeway cover or (iii) on a rigid steel or aluminum pole. Wooden poles shall not be permitted. The rim must be of heavy gauge steel. The backboard supports must be firmly attached to the structure. Nails, by themselves, are not permitted. Mounting supports may be of wood, steel, or aluminum, but they must be painted an acceptable color as outlined in Section 8. Painting, of these guidelines. All goals must be a minimum of ten (10') feet behind the front building line of the dwelling on the lot that extends from the front of the house or garage parallel to the street. If the front/side building line is defined by the garage, then the goal must at least twenty (20) feet from the curb line. A pole mounted goal must not be within ten (10') feet of the adjoining neighbor's amenities (air conditioning unit, shrubbery, gas meter, etc.) unless properly protected (i.e., by fence or shrubbery) or unless the written consent of the neighbor is obtained. No pole mounted goals will be allowed along the neighbor's adjoining side of a driveway if a neighbor's first story house window(s) are exposed. The pole must be a manufacturer's weather resistant finish and be either black or in a color consistent with the Board's house painting guidelines under Trim (Section 8). An application for approval to erect a basketball goal must include either a

plot plan or a to scale drawing depicting the location the goal and its relationship to the adjoining neighbor's property. In the case of a pole mounted goal, the plan or drawing should include the neighbor's amenities and a neighbor's written consent if applicable. The homeowner must maintain the basketball goal in its original approved condition (including rim and net). If lighting is provided for the basketball area, it must comply with existing security lighting guidelines (Section 7). A good neighbor policy concerning noise and disturbing the peace must be followed.

13. Window Air Conditioners.

Window air conditioners are not allowed.

D. **Grandfather Clause**

Any building, fence, wall, structure or other improvement that was erected prior to the date of these guidelines shall be deemed in compliance with these guidelines and shall in no way affect the Board's approval or denial of any buildings, fences, wall, structure or other improvement erected or altered after the date of these guidelines.

We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the Association and in the Official Public Records of Real Property of Harris County, Texas, to constitute notice to all owners and purchasers of lots within Mill Ridge North of its existence.

This consent is executed pursuant to Article 9.10 of the Texas Non-Profit Corporation Act which authorizes the taking of action by the Board of Directors by unanimous consent without a meeting.

DATED as of June 2, 1993.

Board of Directors
Mill Ridge North, Section 1, Community
Improvement Association

Patti Mendez
Patti Mendez

7-2-93
Date

JUL 16 1993

7/2/93
Date

Carol Malmquist
Carol Malmquist

7-2-93
Date

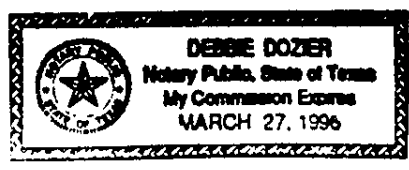
Susan Greenwade
Susan Greenwade

STATE OF TEXAS
COUNTY OF HARRIS

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Before me, a notary public, on this day personally appeared Patti Mendez, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 2nd day of July, 1993.



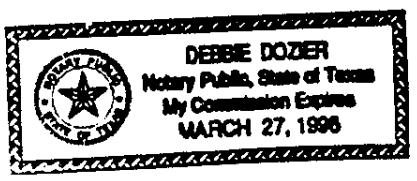
Debbie Dozier
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

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Before me, a notary public, on this day personally appeared Carol Malmquist, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 2nd day of July, 1993.



Debbie Dozier
NOTARY PUBLIC - STATE OF TEXAS

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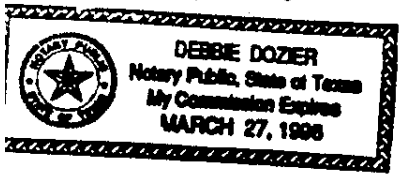
STATE OF TEXAS

COUNTY OF HARRIS

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Before me, a notary public, on this day personally appeared Susan Greenwade, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 2nd day of July, 1993.



Debbie Dozier
NOTARY PUBLIC - STATE OF TEXAS

IBROWN/13763

Return to:
BUTLER, EWALT & HAILEY, P.C.
Attorneys at Law
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Houston, Texas 77057-5794

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