

**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.

JUL 26 1998

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.

JUL 16 1993

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

JUL 16 1993

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

JUL 16 1997

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

7/2/93
Date

Carol Malmquist
Carol Malmquist

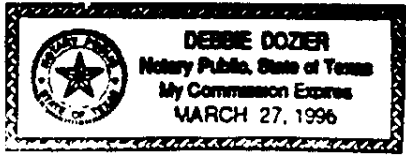
7-293
Date

Susan Greenwade
Susan Greenwade

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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.

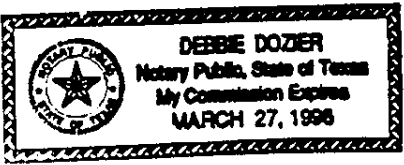


Debbie Dozier
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

JUL 16 1993

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS

WE, THE UNDERSIGNED, being all of the Directors of:

MILLRIDGE NORTH SECTION ONE

Texas non-profit corporation (the "Association"), named as such in the Articles of Incorporation of the Association, pursuant to Article 9.10 of the Texas Non-Profit Corporation Act, do hereby unanimously severally vote for, adopt, approve and consent to the following resolution and the actions contemplated thereby:

BILLING/COLLECTION

RESOLUTION TO WAIVE ASSESSMENT FEE AMOUNTS TOTALING \$5⁰⁰ and under.

BE IT RESOLVED, that the following action be taken:

SMS, Inc. shall waive assessment fee amounts on record when the total amount(s) of all years owing is \$5⁰⁰ or under.

DELINQUENT ASSESSMENT COLLECTIONS:

BE IT RESOLVED THAT, the following action be taken:

- 1) SMS, Inc. shall send a default notice not sooner than March 15th each year to delinquent property owners owing at least fifty dollars (\$50.00) or more.
- 2) A default notice shall be sent to the mailing address of the property owner by both first class mail and certified mail (return receipt requested).
- 3) SMS, Inc. will charge back to the delinquent property owner's account \$40.00 and bill the Association \$25.00 per such default notice. The cost billed to the association shall include cost related to partial payment statements, securing title search and the cost of coordination and forwarding copies of back-up to the Association's attorney in legal pursuit.
- 4) SMS, Inc. will send to the Association's attorney for legal action and/or other action requested by the board on those accounts remaining delinquent after the deadline specified in the default notice.
- 5) The cost of the above action(s) will be paid by the Association and charged back to the account of the appropriate delinquent property owner.

BE IT RESOLVED THAT, pursuant to Article IV, Section 9 of the Declaration of Covenants, Conditions and Restrictions, that in the event of a mortgage foreclosure, the assessment fees and any other amounts owing on the account prior to the date of foreclosure shall be deleted by SMS, Inc. from the account records.

FIELD SERVICES

1] MAINTENANCE & REPAIR:

~~BE IT RESOLVED THAT, the Board of Directors give approval to SMS Inc. to secure a contractor to make emergency repairs to it's facilities if the cost is \$_____ dollars or less. SMS must notify the board first.~~

✓] LOT MAINTENANCE:

BE IT RESOLVED THAT, pursuant to Article II, Section 14 of the Declaration of Covenants, Conditions and Restrictions, the Board of Directors may insure that all lots be kept in a sanitary, healthful and attractive manner. **THEREFORE,**

- 1) Any property owner whose lot is not in compliance will be notified of the violation(s), and given at least ten (10) days to correct.
- 2) When a property owner does not comply, SMS, Inc. will secure a contractor to cut, weed, edge/trim and bag debris, to bring such properties (either vacant or occupied) into compliance with the covenants. Such corrective action will be taken on a monthly basis.
- 3) The cost for such mowing will be paid to the mowing contractor by the Association and \$15.00 will be charged back to the property account.
- 4) All amounts charged back to such accounts are subject to lien if not paid.

DWS

(5) With Board approval before contracting someone to cut, weed, trim etc.

MILLRIDGE NORTH SECTION ONE HOMEOWNERS ASSOCIATION
Unanimous Written Consent of Directors

E. THE UNDERSIGNED, being all of the Directors of MILLRIDGE NORTH SECTION ONE H.O.A. a Texas non-profit corporation (the "Association"), named as such in the Articles of Incorporation of the Association, pursuant to Article 1396-9.10 of the Texas Non-Profit Corporation Act, do hereby unanimously and severally vote for, adopt, approve and consent to the following resolutions and the action contemplated thereby.

Resolution to Ratify the 1993 Budget:

BE IT RESOLVED, that the 1993 proposed budget, with Revenues of \$78634 and Expenditures of \$78634 is ratified.

IN WITNESS of our unanimous vote for approval and adoption of and consent to the foregoing resolutions, we have executed this Written Consent, to be effective as of the 1st day of January 1993. This document may be executed in any number of counterparts, each which shall for all purposes be deemed an original and all such counterparts shall constitute one and the same document.

EXECUTED, this the 3rd day of August, 1992.

Don Sheriff
Don Sheriff

Carol Malmquist
Carol Malmquist

Patricia Mendez
Patricia Mendez

MILLRIDGE NORTH SECTION ONE HOMEOWNERS ASSOCIATION
Unanimous Written Consent of Directors

WE, THE UNDERSIGNED, being all of the directors of MILLRIDGE NORTH SECTION ONE.H.O.A., a Texas non-profit corporation (the "Association"), named as such in the Articles of Incorporation of the Association, pursuant to Article 1396-9.10 Of the Texas Non-Profit Corporation Act, do hereby unanimously and severally vote for, adopt, approve and consent to the following resolutions and the action contemplated thereby.

FURTHER RESOLVED, that the following action be taken:

SMS Inc, shall place a \$ 20.00 charge back to accounts that have a check returned due to insufficient funds charge.

IN WITNESS of our unanimous vote for, approval and adoption of the consent tot he foregoing resolutions, we have executed this Written Consent, to be effective immediately. This document may be executed in any number of counterparts, each of which shall constitute one and the same document.

EXECUTED, this 6th day of November, 1991.

Don Sheriff
Don Sheriff

Patti Mendez
Patti Mendez

Carol Malmquist
Carol Malmquist

MILLRIDGE NORTH, SECTION ONE, C.I.A.
Unanimous Written Consent of Directors

WE, THE UNDERSIGNED, being all of the directors of MILLRIDGE NORTH, SECTION ONE, C.I.A., a Texas non-profit corporation (the "Association"), named as such in the Articles of Incorporation of the Association, pursuant to Article 1396-9.10 of the Texas Non-Profit Corporation Act, do hereby unanimously and severally vote for, adopt, approve and consent to the following resolutions and the action contemplated thereby.

Resolution to Fix the Annual Assessment for 1992:

WHEREAS, pursuant to Article V, Section 3, of the Declaration of Covenants, Conditions and Restrictions, the Board of directors may fix the annual assessment at an amount not in excess of the maximum, or not more than 10% of the preceding year's assessment fees:

NOW, THEREFORE, BE IT RESOLVED

That the annual assessment to be levied against each lot for the period January 1, 1992 through December 31, 1992, be fixed at \$232.94 per lot.

Resolution to Ratify the 1992 Budget:

FURTHER RESOLVED, that the 1992 proposed budget, with Revenues of \$69,839.00 and Expenditures of \$69,839.00 is here ratified.

IN WITNESS of our unanimous vote for, approval and adoption of and consent of the foregoing resolutions, we have executed this Written Consent, to be effective as of the 1st day of January 1992. This document may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all such counterparts shall constitute one and the same document.

EXECUTED, this the 12 day of August, 1991.

Don Sheriff
Don Sheriff

Richard A. Cubeta V.P.
Richard Cubeta

Patti Mendez Sec.
Patti Mendez

Unanimous Written Consent of Director
For Delinquent Assessment Collections
WE, THE UNDERSIGNED, BEING THE DIRECTORS OF
MILLRIDGE NORTH SECTION ONE H.O.A.

Texas non-profit corporation (the "Association"), named as such in the article 1396-9.10 of the Texas Non-Profit Corporation Act. do hereby vote or, adopt, approve and consent to the following resolution and the actions contemplated herein:

BE IT RESOLVED, that the following actions be taken to collect delinquent maintenance fees:

1. Send an SMS, Inc. demand notice ^{ON March} ~~by May 15~~ ^{DLS PNTM CMM}, each year to delinquent property owners owing at least fifty dollars (\$50.00) or more.
2. Send such demand notices to the mailing address of the property owner by both first class mail and by certified mail (return receipt requested) at the discretion of the Board of Directors.
3. Charge back to the delinquent property owner's account \$40.00. SMS, Inc. will bill the association \$25.00 per such demand notice. The cost billed is to include cost related to partial payment statements, securing title search and/or substitute trustee's deed to insure date of ownership and the cost of coordination and forwarding copies of back-up to the association's attorney in legal pursuit.
4. Send to the association's attorney for legal action and/or other action requested by the Board on those accounts remaining delinquent after the deadline specified in the demand notice.

Further Resolved that the cost of the above action(s) will be paid by the association and charged back to the account of the appropriate delinquent property owner.

IN WITNESS of our unanimous vote for, approval and adoption of and consent to the foregoing resolutions, we have executed this Written Consent, to be effective immediately. This document may be executed in any number of counterparts, each of which shall constitute one and the same document.

EXECUTED, this 11 day of June, 1991.

Let this Resolution supersede any other previously on file..

Donald Sheriff, Pres.

Patricia Mendez, Sec.

Richard A. Cubeta, V.P.

Unanimous Written Consent of Director
For Delinquent Assessment Collections
WE, THE UNDERSIGNED, BEING THE DIRECTORS OF
MILLRIDGE NORTH SECTION ONE H.O.A.

Texas non-profit corporation (the "Association"), named as such in the article 1396-9.10 of the Texas Non-Profit Corporation Act. do hereby vote or, adopt, approve and consent to the following resolution and the actions contemplated herein:

BE IT RESOLVED, that the following actions be taken to collect delinquent maintenance fees:

1. Send an SMS, Inc. demand notice ^{ON March} by ~~May~~ 15, each year to delinquent property owners owing at least fifty dollars (\$50.00) or more.
2. Send such demand notices to the mailing address of the property owner by both first class mail and by certified mail (return receipt requested) at the discretion of the Board of Directors.
3. Charge back to the delinquent property owner's account \$40.00. SMS, Inc. will bill the association \$25.00 per such demand notice. The cost billed is to include cost related to partial payment statements, securing title search and/or substitute trustee's deed to insure date of ownership and the cost of coordination and forwarding copies of back-up to the association's attorney in legal pursuit.
4. Send to the association's attorney for legal action and/or other action requested by the Board on those accounts remaining delinquent after the deadline specified in the demand notice.

Further Resolved that the cost of the above action(s) will be paid by the association and charged back to the account of the appropriate delinquent property owner.

IN WITNESS of our unanimous vote for, approval and adoption of and consent to the foregoing resolutions, we have executed this Written Consent, to be effective immediately. This document may be executed in any number of counterparts, each of which shall constitute one and the same document.

EXECUTED, this 11 day of June, 1991.

Let this Resolution supersede any other previously on file..

Donald Sheriff Pres.

Patricia Mendez Sec.

Richard A. Cubeta V.P.

Unanimous Written Consent of Directors
For Delinquent Assessment Collections
MILRIDGE NORTH SECTION ONE

as non-profit corporation (the "Association"), named as such in the Article 1396-9.10 of the
s Non-Profit Corporation Act, do hereby vote for, adopt, approve and consent to the following
ution and the actions contemplated herein:

**BE IT RESOLVED, that the following actions be taken to collect Delinquent
Maintenance Fees:**

Send an SMS, Inc. default notice ^{CN} by April 15th each year to delinquent property
owners owing at least fifty dollars (\$50.00) or more.

Send such demand notice(s) to the mortgage company or the first lien holder of the
property by both first class and certified mail. A copy of such notice will be sent by
first class mail to the mailing address of record at SMS, Inc.

The charge to the property owner per lot for such services will range from \$60.00 to
\$70.00 depending on the cost of title searches which vary in cost. SMS, Inc. will bill
the association \$50.00 per account for such service performed. SMS will bill for it's
services when performed.

Send to the association's attorney for legal action and/or other action requested by
the Board on those accounts remaining delinquent after the deadline specified in the
demand notice.

her Resolved that the cost of the above action(s) will be paid by the association as services
performed and charged back to the account of the appropriate delinquent property owner.

WITNESS of our unanimous vote for, approval and adoption of and consent to the foregoing
lutions, we have executed this Written Consent, to be effective immediately. This document
be executed in any number of counterparts, each of which shall constitute one and the same
ument.

EXECUTED, this 10th day of March, 1977.

Donald Shreffler, Sec

William Meade, Sec

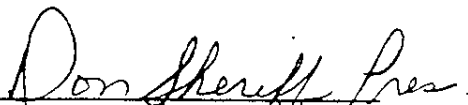
Richard A. Cubeta V.R


June 1, 1990

The Board of Directors for Mill Ridge North, Section 1, Community Improvement Association, which also comprise the Architectural Control Committee, have approved the plans submitted by Kip Miller and Ty Olson, representing Concord Builders provided the following stipulations are met and agreed upon:

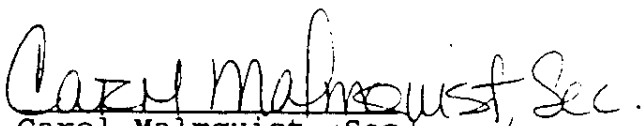
1. To keep "...the harmony of external design and location in relation to surrounding structures and topography" as stated in Article VI in the bylaws for Mill Ridge North, Section 1, all structures to be built will be submitted on a "by lot" basis.

2. Roofing materials, brick choices and house colors will be submitted for approval.


Don Sheriff, President


Richard Cubeta, V.P.

6-1-90
Date approved


Carol Malmquist, Sec.

