



ADDITIONAL DEDICATORY INSTRUMENTS
for
MISSION GLEN HOMEOWNER'S ASSOCIATION, INC.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared **TRISHA TAYLOR FARINE**, who, being by me first duly sworn, states on oath the following:

"My name is **TRISHA TAYLOR FARINE**, 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 a the attorney/agent of **MISSION GLEN HOMEOWNER'S 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:

1. **Exterior Maintenance Guidelines**
2. **First Amendment to Architectural Control Committee Exterior Maintenance Guidelines**
3. **Articles of Incorporation**
4. **By-Laws**

DATED this 9th day of February, 2022

MISSION GLEN HOMEOWNER'S ASSOCIATION, INC.

BY: *Trisha Taylor Farine*
TRISHA TAYLOR FARINE
Attorney/Agent

THE STATE OF TEXAS §

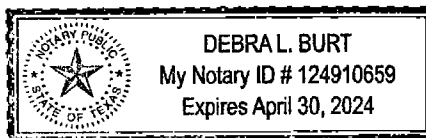
COUNTY OF FORT BEND §

THIS INSTRUMENT was acknowledged before me on this the 9th day of February, 2022, by **Trisha Taylor Farine**, Attorney/agent for **MISSION GLEN HOMEOWNER'S ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.

Debra L Burt
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording return to:

DAUGHTRY & FARINE, P.C.
17044 El Camino Real
Houston, Texas 77058



**MISSION GLEN
HOMEOWNERS ASSOCIATION, INC.
EXTERIOR MAINTENANCE GUIDELINES**

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MISSION GLEN HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL CONTROL COMMITTEE
EXTERIOR MAINTENANCE GUIDELINES

THE Architectural Control Committee (ACC) was designed to enhance property values by requiring conformity to certain standards of construction, visual appeal, uniformity and design. The covenants, conditions and restrictions provide that:

No buildings or other improvements of any character shall be erected or placed or the erection thereof begun and no exterior alteration in the design thereof after original construction shall be made until the plans and specifications showing the proposed building, alterations or additions have been submitted to and approved in writing by the Committee as to conformity and harmony of exterior design and location in relation to surrounding structures and topography.

The Committee shall have the right to specify architectural and aesthetic requirements of structures with respect to streets, walks, paths and structures on adjacent property and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have the full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements that might not be comparable with the overall character and aesthetics of the Subdivision. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of development. All variance grants shall be in writing, addressed to the Owner requesting the variance, describing the applicable restrictions to which the variance is granted, listing conditions imposed on the granted variances, and listing specific reasons for granting of the variance. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a disapproval of the variance.

It is the general purpose of the Architectural Control Committee to approve or disapprove applications made to it for proposed alterations, additions or changes to be made to the exterior of the house and/or lot itself. Landscaping does not require Architectural Control Committee approval unless specifically referenced in the deed restrictions.

The Board of Directors reserves the right to amend or change these guidelines as deemed necessary.

PROCEDURE

An "Architectural Review Application" must be completed in its entirety and mailed to the address indicated at the top of the form. All pertinent information, such as plans, specifications, building permits, locations indicated on a copy of the survey (where applicable), etc., should be included with the application.

These forms are available from the management company. The Architectural Control Committee (ACC) cannot respond to verbal requests for approval. All applications must be made in writing.

The ACC has thirty (30) days from the date of receipt of an application in which to respond. If additional information is required by the ACC, the application process will be extended accordingly. Plans for the implementation of the proposed improvement(s) should allow for the time required to complete the approval process.

If an application is not approved, the ACC will state on the form why such approval was denied and what type of application changes, if any would alter that decision. If an applicant wishes to discuss or appeal a decision made by the ACC, the Designated Representative should be contacted at a specified number.

GUIDELINES

The following guidelines were adopted by the ACC to specify their standards and requirements used in evaluating an application. These guidelines will be implemented from time to time as the circumstances, conditions, or findings of the ACC dictate. It should be noted that each application is considered on its own merit. The ACC may grant a variance from these guidelines and/or from certain provisions of the Declaration of Covenants, Conditions and Restrictions.

In addition, it should be noted that ACC approval is required prior to the installation or construction of any improvement or change. If an improvement is made without ACC approval, the Board of Directors has the legal right to enforce its removal.

1.0 OUTBUILDINGS

- 1.1 An outbuilding is defined as any structure, which is not attached to the main structure. This definition does not include bona fide additions to the main residence or garages but does include storage shed, gazebos, greenhouses, playhouse/forts, and similar structures.
- 1.2 The Architectural Control Committee will consider the following:
 - A. The colors of paint and materials should match/blend with the predominant exterior colors of the main house.
 - B. Materials should match those of the main residence in both size and color. Plywood and corrugated tin may not be used as siding. Materials designed for the purpose of being siding must be used as siding. However, the ACC will approve small-prefabricated metal storage buildings providing the color blends with the main residence.
 - C. It should have a peaked roof, no higher than eight (8) feet from the ground to the highest point. No corrugated tin roofing material will be permitted. It should have no more than a maximum of one hundred-twenty (120) feet of floor space. A maximum of ten (10) by twelve (12) feet of floor space is recommended. The structure must be kept to a minimum of three (3) feet from the rear property line. The minimum distance from the side fence will be determined and based on the visibility from the street in front of the lot. At no time, however, may a distance from the side fence be less than three (3) feet, regardless of visibility. The location must be far enough away from the fence to allow for drainage to occur entirely on the owner's lot.
 - D. A storage building placed on a concrete slab on top of a utility easement will require letter of Consent to Encroach by the appropriate utility company, as it will not be considered portable. If a storage building is not on the utility easement, but on a slab, and can be moved, the ACC will consider it as portable.
 - E. No storage building may be built up against any side or rear wall of the home unless its maximum height is less than six (6) feet. It must not be visible above the fence from the road. It must also comply with all the other requirements for proper construction, size, and location.
 - F. If a storage building is under six (6) feet high, it may be placed in the side yard provided a three (3) foot minimum distance from the side fence or property line is observed.
 - G. A playhouse/fort must be no higher than nine (9) feet maximum. If the playhouse/fort has a platform, then the platform may be no higher than four feet off the ground and centered in the backyard to protect the neighbor's privacy.

- H. Requests for approval of a freestanding gazebo will be reviewed on a case-by-case basis. A gazebo must be at least four (4) feet away from the house. It must be at least three (3) feet away from the side and back fences or property line. It must have a maximum height of no more than eleven (11) feet at the peak from the ground.
- 1.3 No storage shed, greenhouse, gazebo, playhouse/fort, or other building may be placed on or in front of the house or the front building setback line.

2.0 BASKETBALL GOALS

- 2.1 All applications for goals will be reviewed on a case-by-case basis.
- 2.2 The basketball goal backboard, net and post must be maintained in excellent condition.
- 2.3 If the backboard is to be mounted on the roof, a small triangular metal frame mounting is to be used. The mounting structure must be painted to match the shingle color.
- 2.4 A freestanding basketball goal must be placed at the side of the driveway that is nearest to the side property line. It must be mounted on a metal pole and frame that is designed for that use. The frame and pole may be painted black or white.
- 2.5 Backboards must be regulation size and white in color with orange, green, or black markings.
- 2.6 A freestanding basketball goal may be mounted in the backyard if the yard has four hundred (400) square feet in front of the goal. The goal must be mounted at least five (5) feet from the house and three (3) feet from the back or side property line.
- 2.7 If any complaints are received after installation, the basketball goal will be subject to immediate removal at the request of the Architectural Control Committee.

3.0 PATIO COVERS AND AWNINGS

- 1.1. Patio covers should be constructed of materials that complement the main structure.
- 1.2. Patio covers made of aluminum may be approved providing they are of an approved color. Unfinished aluminum will not receive ACC approval. All metal must be painted. No tin roofing material will be allowed.
- 1.3 If attached to the house, patio covers must be integrated in the existing roofline (flush with the eaves). If the cover is to be shingled, the shingles must match the house roof in color. The entire patio cover and posts must be painted to match the house color if untreated wood is used. If treated wood is used as frame material, it may be allowed to go unpainted or not stained. Pipes are not allowed to be used in the construction of the structure.
- 1.4 An unpainted frame will not be allowed if the cover has a shingled roof. Frames must be painted to match the trim of the house whether treated or untreated wood is used.
- 1.5 Patio construction materials are as follows:
- A. Painted wood and aluminum to match the trim of the house.
 - B. Metal roofing color should blend into the house roofing.
 - C. Natural pressure treated wood, such as cedar, fir, or redwood, may be used. Treated pine must be painted or stained.
 - D. Fiberglass is acceptable. It must be an earth-tone color such as tan, brown, beige or clear. No other colors will be allowed. Edges of the fiberglass must not be visible from the surrounding

properties or from the street. All patio cover material, i.e., fiberglass, corrugated aluminum, metal, wood, lattice, must be completely framed in so that no raw edges of material are visible.

- E. If canvas is used as a roofing material on a patio cover, it must be located where it is not visible from the street. The canvas must be kept in excellent condition or its removal will be requested by the ACC.
- 3.6 Patio covers may not encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment.
- 3.7 Patio covers must be situated on the lot to provide drainage solely into the owner's lot. If a proposed patio cover location is less than five (5) feet away from a side lot line, the ACC will require that it be guttered with downspouts if it is to be a solid cover.
- 3.8 Metal and canvas awnings will not be permitted to be installed on windows to reduce solar exposure unless they are on the back side of the house on an interior lot and not visible from the street. On a corner lot or lot that backs onto a street, awnings will not be permitted. When allowed, they must be a color that blends with the main color and trim of the house and must be kept in excellent condition at all times or will be subject to removal upon notification by the ACC of their unacceptable condition.
- 3.9 Awnings will be allowed for use on playhouses and patio covers, provided they also comply with the above-mentioned requirements for proper location and color.
- 3.10 Metal and wooden slat-type shades may be allowed by the ACC if they are deemed necessary in reduction of solar exposure and installation on appropriate windows will be determined by the ACC. At no time, however, will they be allowed on the fronts of the houses.

4.0 ROOM ADDITIONS

- 4.1 Exterior materials and colors should match the house as closely as possible.
- 4.2 Detailed plans must be submitted to the ACC and approval must be received before any construction begins.
- 4.3 Room additions may not encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment.
- 4.4 Approval will be granted on an individual basis. Consideration will be given to size and shape of the proposed addition, architectural style, layout of home, size of lot, and how well room addition integrates with existing home. Addition of storage areas will not qualify as a bona fide room addition and will not be permitted. Plans for the room addition must show a room of reasonable size to constitute a legitimate request for a room addition. The roof of the addition must integrate with existing roofline so as to appear to have been part of the original house. Room additions cannot exceed one-third (1/3) of the remaining backyard.
- 4.5 Building permits as required by the municipality (city, county, etc.) must be submitted with the Architectural Review application.

5.0 EXTERIOR PAINT AND STAIN

- 5.1 Repainting of the home the same color does not require ACC approval provided the original paint color meets the ACC requirements, as follows. Requests for color changes require ACC approval and will be reviewed on a case-by-case basis.
- 5.2 Earth-tone colors were most often used when homes were constructed. In general, an earth-tone color should receive ACC approval. White, neutral tones, and other earth-tone blends will be considered.

The color of the applicant's roof and brick color, along with the colors of neighboring homes, will be taken into consideration when reviewing the application.

- 5.3 Paint finish may be stain or semi-gloss type finish. High-gloss or shiny finish will not be acceptable.
- 5.4 The color must be one chosen directly from the paint chart on display at the recreation center and also available through the management company or must be an acceptable earth-tone color. Paint chips showing the colors being requested must be submitted along with the Architectural Review Application.
- 5.5 In the case of repainting trim only as on mostly brick houses, the color must either match the original color of trim or must be a shade that takes into consideration the color of the brick, the roof, and the surrounding homes.
- 5.6 Painting of bricks on houses will not be permitted.

6.0 STORM WINDOWS / SCREENS / DOORS

- 6.1 Frames of these must be of a color compatible with the exterior house colors.
- 6.2 Screens must be kept in excellent condition at all times.

7.0 DECKS

- 7.1 Decks may not encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment.
- 7.2 Decks should be located on the lot so that they will not affect the drainage of the lot or the neighboring lot.
- 7.3 Decks may not be higher than eighteen (18) inches.
- 7.4 The paint color on untreated wood must match or compliment the color of the house. Treated wood is not required to be painted or stained.

8.0 SWIMMING POOLS / POOL ENCLOSURES / SPAS

- 3.6 No pool or spa of any type may encroach into any utility easement unless the utility companies involved have granted their written consent of such encroachment. Surrounding decking also requires consent agreement. Consents must be received prior to approval.
- 3.7 A pool or spa should be located at least four (4) feet from the house and five (5) feet from the side and rear property line or fence to maintain proper drainage on the lot.
- 3.8 Aboveground pools will receive special consideration. An aboveground pool is acceptable provided it is not over four (4) feet in height. If there is a deck around the pool, it may not be wider than three (3) feet and it may not be higher than eighteen (18) inches. A variance on the deck height may be granted if an agreement in writing is signed by the adjoining neighbors. The deck may not be higher than the height of the wall of the pool. Railings for the deck may not be visible above the six (6) foot fence. The deck around the pool must be three (3) feet to five (feet) from the side and rear fences.
- 3.9 Pool enclosures must meet all regulations of the municipalities (city, county, state).
- 3.10 Pool enclosures will be reviewed on an individual basis. Height of the enclosure may not exceed twelve (12) feet. Screened enclosures are acceptable, but color and material specifications must be approved.

9.0 SOLAR PANELS / SCREENS / FILM

- 9.1 The ACC will approve solar panels that are unobtrusive and which blend in with the roof shingle color.
- 9.2 Parabolic solar collectors that are not mounted flush with the roof will not be approved.
- 9.3 Solar panel frames should be bronze or black in color to best blend with the shingles. All unfinished aluminum must be painted the color of the shingles.
- 9.4 No solar panel should be mounted so it extends above the roofline.
- 9.5 The ACC prefers that solar panels be mounted on the back roof of a house rather than on stands to the side or front roof.
- 9.6 Solar screens will be allowed on windows.
- 9.7 Color and manufacturers must be acceptable to ACC for both screens and panels and approved on a case-by-case basis.
- 9.8 Solar film must be non-reflective type.

10.0 SATELLITE DISHES / MINI-SATELLITE DISHES

- 10.1 Maximum height allowed is nine (9) feet. The dish must be placed in the rear or backside of the house and must not be visible from the street.
- 10.2 Dishes may not be placed in utility easements without consent to encroach letter received from the utility companies involved prior to installation.
- 10.3 If, due to extenuating circumstances, the dish must be situated in such a way to allow reception and may be visible from the street, the ACC approval is required prior to installation. The dish must be painted the same color as the house or trim against which it is mounted.

11.0 FENCE AND FENCE EXTENSIONS

- 11.1 Requests for changes or additions will be reviewed on a case-by-case basis.
- 11.2 Fences may be no lower than six (6) feet and no higher than eight (8) feet. Requests for height extensions up to and including eight (8) feet may be granted on a limited basis only and at the discretion of the ACC. Consents from all affected neighbors must be submitted in order to be considered for height extensions.
- 11.3 No painting, staining, or varnishing of fences will be allowed where it will be visible from the street.
- 11.4 Fences must be constructed of cedar or treated wood. Chain link fences will not be permitted.
- 11.5 No fencing of any kind will be permitted in the front yard.
- 11.6 Fence extension requests must be submitted by both neighbors sharing the side lot line and fence, except in the case of a corner lot.
- 11.7 No fence may extend so as to encroach across the front building line.
- 11.8 If both neighbors do not concur as to a proposed fence extension, the ACC will examine the effect the fence extension will have on both properties. If one party will suffer from the extension, i.e., will totally enclose a bay window, the ACC will reject the application.
- 11.9 Only fence extensions which will be installed picket side out shall be considered by the ACC.
- 11.10 Replacement or repairs of fences must be made with similar materials and construction details as used on the original fence.

12.0 DECORATIONS

- 12.1 On front lawns of lots and on any portion of a lot visible from any street, there shall be no large, obtrusive, decorative appurtenances placed, such as sculptures, birdbaths, fountains, bridges, or other decorative embellishments, unless specific items have been approved in writing by the ACC.
- 12.2 Benches, burglar bars and gates will be reviewed on an individual basis.
- 12.3 House numbers may be placed on house or curb. House numbers may not be larger than six (6) inches in height. House numbers may not be placed on the driveway or sidewalk or on any large, obtrusive, freestanding structure in the front yard.

13.0 EXTERIOR LIGHTING

- 13.1 All exterior lighting must have ACC approval and may not be detrimental to the exterior appearance of the house.
- 13.2 Additional exterior lighting should not be of a wattage or lumen count, which will affect neighboring homes.
- 13.3 Directional lights or floodlights must be aimed so as not to shine in the windows of neighboring houses.
- 13.4 Security, mercury vapor, or fluorescent lights must be attached to the house and positioned in such a manner so as not to shine in the windows of neighboring houses. Mercury vapor, fluorescent and sodium lights are permitted in back or side yards with written approval given by neighbors affected.
- 13.5 Low voltage landscaping lighting is allowed if placed in such a way that they will blend in with landscaping.
- 13.6 Yard lights may be gas or electric, single lamp only, with a maximum height of six (6) feet. Yard lights may be placed in the front or the backyard. Gas or electric lights must be black, brown, white or of the same color of brick depending on the color and construction of the main house. Yard lights constructed of brick may not be painted.

14.0 WIND TURBINES

- 14.1 Wind turbines should be mounted towards the rear portion of the roof so that they are not readily visible from the front or above the roofline.
- 14.2 The wind turbines must either a color, which will blend with the shingle color or trim color of the house. Un finished aluminum will be painted to match the shingle color or trim color of the house.

15.0 OUTDOOR CARPETING

- 15.1 Outdoor carpeting may only be installed on porch areas and sidewalks leading to the porch area.
- 15.2 Applications for carpeting will be approved on a case-by-case basis.
- 15.3 The color of the outdoor carpeting must harmonize with the colors of the house.
- 15.4 Visibility from the street will be considered.

16.0 BURGLAR BARS

- 16.1 Burglar bars will be approved provided they are in harmony with the house and painted to match the color of the exterior trim or are natural black wrought iron finish.

17.0 BIRDHOUSES

- 17.1 Maximum height for birdhouses is twelve (12) feet; mounted on two (2) inch diameter metal pipe painted black or white, and must be placed toward the middle of the backyard.

18.0 LANDSCAPING

- 18.1 Landscaping, including timbers, bricks, stones, flowerbed borders, landscaping lights, trellises, small and unobtrusive ornamentals, and sprinklers, does not require ACC approval.
- 18.2 Landscaping must complement the style and architecture of the home and conform to the color scheme of immediate houses and the neighborhood.
- 18.3 No painting of landscaping timbers shall be allowed.

19.0 ANTENNAS

- 19.1 For Sections 1 and 2, antennas must be located to the rear of the roofline or centerline and attached to and located behind the rear wall of the house. Antennas shall not extend more than ten (10) feet above the roof of the house and shall not be erected on a wooden pole.
- 19.2 For Section 3, no freestanding antennas shall be permitted. Antennas shall be located behind and not higher than the center ridge line of the roof. No antenna shall be located on any portion of the roof fronting a street nor shall it be placed where it is visible from any street.

20.0 SWING SETS

- 20.1 Swing sets may not exceed the maximum height of eight (8) feet and must not be visible from the street from the front side of the house.
- 20.2 Swing sets must be placed in the backyard of the lot and neighbors' privacy will be considered in location.

21.0 DRIVEWAY EXTENSIONS / SIDEWALKS

- 21.1 Driveway extension requests will be reviewed on a case-by-case basis.
- 21.2 No extensions may be closer than three (3) feet to the side property line.
- 21.3 If a driveway extension is requested, the overall width may not be wider than the front width of the garage.
- 21.4 All driveway extensions will be reviewed on the basis of appearance and harmony with the neighboring property.
- 21.5 No driveway will be allowed to be placed in the backyard of a lot if the lot has a garage access located at the front of the house.
- 21.6 The driveway may never be removed from the front yard even if an alternate garage is built.
- 21.7 All sidewalks in side yards greater than five (5) feet must be no greater than three (3) feet wide and centered between the house and the property line. If the width of a side yard is five (5) feet or less, the maximum width of the sidewalk is thirty (30) inches wide.
- 21.8 Painting of the concrete on driveways and sidewalks will not be approved.
- 21.9 Painting of the concrete on porches will be reviewed on a case-by-case basis.

22.0 GARAGE CONVERSIONS / CARPORTS / DETACHED GARAGES

- 22.1 Conversions are permitted provided there are no exterior changes to the garage.
- 22.2 Construction of carports and detached garages will not be permitted.

23.0 WINDOW AIR CONDITIONERS

- 23.1 Window air conditioners must not be visible from the street and if placed behind a fence, they must be placed below the fence.
- 23.2 Window air conditioners placed in second story windows must be at the rear of the house and must not be visible from the street.

24.0 SIDING

- 24.1 Requests for siding will be reviewed on a case-by-case basis with color consideration based on the guidelines in Section 5.0, Exterior Paint and Stain.

25.0 ROOFING

- 25.1 Re-roofing the complete roof using the same color and kind of shingles does not require ACC approval.
- 25.2 Roofing requests with color changes will be reviewed on a case-by-case basis.
- 25.3 The color change must complement the color of the house and comply with the guidelines in Section 5, Exterior Paint and Stain. Only composition shingles may be used when re-roofing.
- 25.4 Roof patching using the same color and kind of shingles will be approved.

**FIRST AMENDMENT TO
ARCHITECTURAL CONTROL COMMITTEE
EXTERIOR MAINTENANCE GUIDELINES FOR THE
MISSION GLEN HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Architectural Control Committee Exterior Maintenance Guidelines (hereinafter the "Guidelines") for the Mission Glen Homeowners Association, Inc. were adopted in 2004; and

WHEREAS the Board of Directors of Mission Glen Homeowners Association, Inc. (hereinafter the "Association") wishes to amend the Guidelines regarding trash can storage and parking.

NOW THEREFORE, BE IT RESOLVED THAT the following provisions are ADDED to the Architectural Control Committee Exterior Maintenance Guidelines as follows:

26.0 MISCELLANEOUS

26.1. Trash Cans. Except on designated trash pickup days, trash cans must be stored completely out of public view (behind fence).

26.2. Parking. Vehicles shall not be parked in driveways so as to obstruct pedestrian use of sidewalks.

Nothing herein is intended to alter, modify or amend the Architectural Control Committee Exterior Maintenance Guidelines, except as specifically provided hereinabove.

Adopted this 11 day of MAY 2021.

MISSION GLEN HOMEOWNERS
ASSOCIATION, INC.

By: April L. Jones
(Signature)

Its Secretary: APRIL L. Jones
(Print Name)

ARTICLES OF INCORPORATION
OF THE
MISSION GLEN HOMEOWNER'S ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas

JUN 14 1982

WE, the undersigned natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation of such corporation.

ARTICLE I

The name of the corporation is Mission Glen Homeowner's Association, Inc., hereinafter called the "Association".

ARTICLE II

The Association is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the Association is organized are: to provide for maintenance, preservation and architectural control of the residential lots and Common Area, if any, of Mission Glen, Sections One (1) and Two (2), subdivisions in Fort Bend County, Texas, or any other areas created by the dedication of additional sections or properties to the said subdivision (herein called the "Property" or "development"), by the Developer and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise the powers and privileges and to perform all of the duties and obligations as set forth in those restrictions applicable to the above described property and recorded in Fort Bend County Deed Records;

(b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Restrictions, to pay all expenses in connection therewith and all office and other expenses in connection incident to the conduct of the business of the Association including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase, or otherwise), own hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for borrowed money or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication nor transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members authorizing the Directors to act in behalf of the members for the purpose of accomplishing such dedication, sale or transfer;

(f) notwithstanding the foregoing, the Board of Directors may from time to time without authorization of the membership, grant or dedicate easements with respect to the Common Area, if any, as may be necessary or convenient to provide or assist in utility service to the Property;

(g) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, if any, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of each class of members; however, upon submittal of each stage or section of the development to the FHA and/or VA, the Association will annex such additional stages or sections of Mission Glen, by the Board of Directors of the Association without such approval by two-thirds (2/3) of each class of membership;

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law may now or hereafter have to exercise.

ARTICLE V

The street address of the initial registered office of the corporation is 7707 Fannin, Houston, Texas 77054, and the name of the initial registered agent at such address is Russell Bird.

ARTICLE VI

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of

record as to assessment of the Association, including contract sellers, shall have be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Memberships shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VII

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Russell Bird	7707 Fannin Houston, Texas 77054
Richard Gadd	7707 Fannin Houston, Texas 77054
John Bourbonnais	7707 Fannin Houston, Texas 77054

ARTICLE VIII

The Association shall have two classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: Class B members shall be the Developer, and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, including duly annexed areas, or

(b) On the 1st day of January, 1992,

provided, however, that the Class B membership shall be reinstated upon annexation to the properties of any additional residential property and/or common area, but subject to further cessation in accordance with the limitations set forth in the preceding paragraphs of this Article VIII, whichever occurs first.

ARTICLE IX

The affairs of this Association shall be managed by a board of five (5) directors, who need not be members of the Association. The number of directors may be increased by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until selection of their successors, are:

<u>Name</u>	<u>Address</u>
Russell Bird	7707 Fannin Houston, Texas 77054
Richard Gadd	7707 Fannin Houston, Texas 77054
John Bourbonnais	7707 Fannin Houston, Texas 77054
Bob White	7707 Fannin Houston, Texas 77054
Don Lindsay	7707 Fannin Houston, Texas 77054

At the first annual meeting the members shall elect two directors for a term of two years and three directors for terms of three years, and at each annual meeting thereafter the members shall elect directors for terms of two (2) years, as may be needed.

ARTICLE X

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit organization, association, trust or other organization to be used for similar purposes.

ARTICLE XI

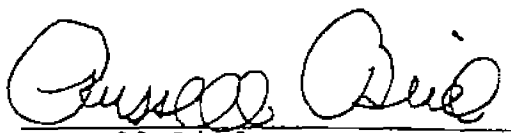
Amendment of these Articles shall require the assent of seventy-five (75%) percent of the entire membership.

ARTICLE XII

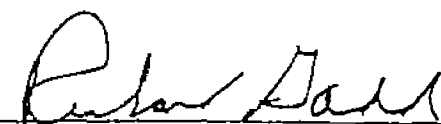
Subject to the provisions of preceeding Article IV, as long as there is a Class B membership, the following acts will require

the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, and the dissolution and amendment of these articles, mortgaging of Common Area, if any, and dedication of Common Area, if any.

IN WITNESS WHEREOF, we have hereunto set out hands, this 7th day of JUNE, 1982.



Russell Bird



Richard Gadd

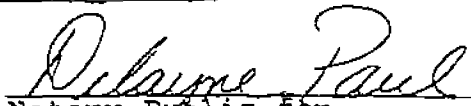


John Bourbonnais

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned Notary Public, hereby certify that on the 7th day of June, 1982, personally appeared before me Russell Bird, Richard Gadd and John Bourbonnais, who being by me first duly sworn, severally declared upon their oath that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

SIGNED this 7th day of June, 1982.



Notary Public for
THE STATE OF TEXAS

My commission expires: 10-26-85

BY-LAWS
OF
MISSION GLEN HOMEOWNER'S ASSOCIATION, INC.

COPY

ARTICLE I.

NAME AND LOCATION

The name of the corporation is Mission Glen Homeowner's Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 7707 Fannin, Houston, Texas 77054, but meetings of members and directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 1. "Association" shall mean and refer to Mission Glen Homeowner's Association, Inc., its successors and assigns.

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

Section 3. "Common Area", if any, 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 with the exception of the Common Area and commercial reserves excluded from the scope of the Restrictions.

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 any obligation.

Section 6. "Developer" shall mean and refer to Homecraft Land Development, Inc., a Texas corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Developer for the purpose of development.

Section 7. "Restrictions" shall mean and refer to the Restrictions applicable to Mission Glen, Sections One (1) and Two (2), recorded in the Official Public, recorded in the Official Public Records of Real Property of Harris County, Texas, and any amendments thereto, or such other restrictions created by additional properties dedicated to the subdivision by the Developer.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Restrictions and Articles of Incorporation.

ARTICLE III.

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the 15TH day of OCTOBER, 1983, and subsequent meetings shall be held on the anniversary dates; if a legal holiday, then on the next succeeding business day.

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

Section 3. Notice of Meetings. No written notice will be required for the Annual Meetings of the members. Written notice of each Special Meeting of the members shall be given by the Secretary or person authorized to call the meetings. Notice shall be mailed, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote. Notice shall be 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, date, hour and purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, Restrictions or these By-Laws. If, however, a 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 of other than an announcement at the meeting until a quorum shall be present or represented.

Section 5. Proxies. At all meetings, 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 AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for terms of two years, and three directors for terms of three years; and at each annual meeting thereafter, the members shall elect directors for terms of two (2) years as may be needed.

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.

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 and consent 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 Articles of Incorporation and Restrictions. The persons receiving the largest number of votes shall be elected.

ARTICLE VI.

MEETINGS OF DIRECTORS

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

(a) adopt and publish rules and regulations governing use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for infractions 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 infractions 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 By-Laws or the Articles of Incorporation, or the Restrictions;

(d) declare the office of a member of the Board of Directors to be vacant in the event each such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, and 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 see that their duties are properly performed;

(c) as more fully provided in the Restrictions, 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;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same, if in the judgment of the Association it is necessary;

(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 before the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance on the property owned by the Association;

(f) to cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(g) to cause the Common Area, if any, entries to subdivision, and esplanades 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, a Treasurer, and such other officers that the Board, from time to time, by resolution may 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, be removed, or otherwise be 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 by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt 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 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 upon the minutes of the meetings of the Board of Directors and members and upon all other papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate records showing the members of the Association together with their addresses; and 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 co-sign all promissory notes of the Association; keep proper books of account; cause a report of the Association's books to be made at the completion of each fiscal year; and prepare an annual budget and statement of

income and expenditures to be presented to the membership at its regular annual meeting. Copies of these documents shall be available for purchase at a reasonable cost.

ARTICLE IX.

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Restrictions, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

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 Articles of Incorporation, these By-Laws of the Association, and the Restrictions shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

ARTICLE XI.

REMEDIES FOR NON-PAYMENT OF ASSESSMENT

As more fully provided in the Restrictions, 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 ten (10%) percent 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 any 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 non-use of the Common Area or abandonment of his Lot.

ARTICLE XII.

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Mission Glen Homeowner's Association, Inc.

ARTICLE XIII.

AMENDMENTS

Section 1. These By-Laws 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. While there is Class B membership, any effort by the Board of Directors to mortgage the Common Area or dedicate the Common Area to any public authority must be submitted to the Veterans Administration and Federal Housing Administration for approval prior to the act.

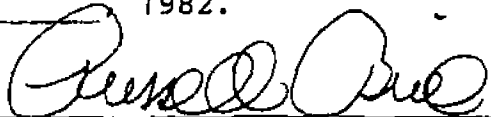
Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control.

ARTICLE XIV.

FISCAL YEAR

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 Mission Glen Homeowner's Association, Inc., have hereunto set our hands this 25th day of June, 1982.



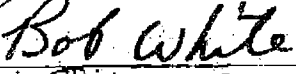
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