

RULES AND REGULATIONS AND ENFORCEMENT POLICIES
OF SAN FELIPE SQUARE CONDOMINIUMS, 1996

The authority for the Association to develop and enforce Rules and Regulations is stated in the Declaration of Condominium Regime of San Felipe Square townhomes under IV ADMINISTRATION, 4.1 Administration and 5.4 Compliance.

By-law references are given with corresponding set of Rules.

These Rules and Regulations will be considered in effect on March 12th, 1996. However, a grace period of sixty (60) days from that date will be in effect to allow Members and resident tenants to become familiar with them and come into compliance.

SAN FELIPE SQUARE CONDOMINIUMS

RULES AND REGULATIONS

1) RULES AND REGULATIONS REGARDING STRUCTURAL ALTERATIONS OR MODIFICATIONS:

The By-law references are as follows:

ARTICLE XII, Section 2. Structural Alterations or Modification; Section 9. Rules and Regulations; Section 12. Enforceability.

1. No owner shall make any structural alterations including the erection of antennae, awnings, the placement of reflective or other material such as burglar bars in the windows of the Unit (other than uniform window coverings) without written approval of the Board.
2. Request for a structural change is to be submitted in writing to the Board (Architectural Committee) along with a written description of the change, including materials to be used and the plans, architectural drawings, or a clear sketch of the modification.
3. The Board will advise each Unit Owner of the status of their request within forty-five (45) days of receipt and will provide a response within ninety (90) days. In the event the Board of Directors fail to respond within ninety (90) days, this shall constitute a denial of the request.

Enforcement Policies:

1. Any alterations or modifications made to Common Elements (General or Limited) of a Unit by an Owner without the prior approval of the Board will result in the owner being required to restore Unit to its original appearance at the Owner's expense.
2. Failure to abide by the policies of the Board regarding these rules and regulations may result in fines as determined by the Board.

*See copy of form APPLICATION FOR APPROVAL OF STRUCTURAL ALTERATIONS/MODIFICATIONS, EXTERIOR, etc. in back of folder

5. Use by residents of street parking spaces within the Project should be avoided when possible. (Exception: residents with three drivers and three motor vehicles).
6. All Owners/Tenants will receive a form on which to list the motor vehicles in use by members of their household and parked/garaged within the Project. This list is to include the Make, Year and License Plate Number of each vehicle.

Enforcement Policies:

Any Unit Owner/Tenant who violates the Common area parking By-laws will be fined \$25.00 for the first violation. Upon the second violation, and all subsequent violations, the Owner/Tenant will either be fined \$100.00 or the vehicle will be towed (in accordance with the City of Houston Towing Ordinance).

Within thirty (30) days of receipt of notification of the issuance of a fine for the first violation, the Owner/Tenant may ask the Board, in writing, for a hearing to be held. Such hearing will be held within thirty (30) days of the Board's receipt of such request.

Violations of By-laws regarding conversion of a garage or use of a garage parking space for storage will result in the Owner/Tenant being fined \$100.00 and \$1.00 per day thereafter, if the violation was not corrected within thirty (30) days of the Board's written notification (by Certified Mail) to the Owner/Tenant of such violation.

Upon notification by the Board of the above violation, the Owner/Tenant is entitled within 30 days to request a hearing by the Board. Such hearing is to be held within thirty (30) days of the receipt by the Board of such written request.

*See copy of form HOMEOWNER QUESTIONNAIRE in back of folder.

2) RULES AND REGULATIONS REGARDING SIGNS:

The By-law references are as follows:

ARTICLE XII, Section 5. Signs; Section 9. Rules and Regulations; Section 12. Enforceability.

No signs or other advertising devices which are visible from the exterior of any Unit shall be displayed within a Unit or upon the Common Elements, including "For Sale" signs, without written permission from the Board.

The Board may approve limited use of "Open House" signs by owners of Units which are for sale. With the Board's permission, these signs may be displayed on weekends only.

Enforcement Policies:

Failure to abide by the policies of the Board regarding these rules and regulations may result in fines as determined by the Board.

3) RULES AND REGULATIONS REGARDING PETS:

The By-law references are as follows:

ARTICLE XII, Section 6. Pets; Section 7. Use of Common Elements; Section 9. Rules and Regulations; Section 12. Enforceability.

1. No animals shall be kept except household pets and such pets may not be kept or bred for any commercial purpose.
2. Household pets shall have such care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions.
3. The term "unsanitary conditions" includes the repeated failure of an Owner to remove the solid waste deposited by their pet on Project grounds including grass areas, flower beds, sidewalks or streets.
4. No savage or dangerous animal shall be kept.
5. No more than one (1) small household pet, whose weight may not exceed twenty-five (25) pounds, may be kept without prior written permission of the Board of Directors.
6. No pets may be permitted to run loose upon the Common Elements.

7. Any Owner may be held liable for loss, damage or injury caused by any animal they have brought on the Condominium Project.
8. As stated in the By-laws, the Association may not be held liable for loss, damage or injury caused by Owner's pets.
9. All owner's of household pets are required to fill out a Pet Registration form listing the type animal, breed, color, weight and name for each animal. Such forms are available with the Management Company.

Enforcement Policies

After a documented complaint has been received regarding a violation of the Rules and Regulations governing Pets, the following procedure will be followed:

1. A warning will be sent to the pet owner and Unit Owner, if not the same.
2. A second documented complaint will result in a \$25.00 fine being assessed against the Unit Owner.
3. The pet owner and/or Unit Owner is entitled to request and receive a hearing before the Board to dispute the above referenced fine. The request must be made within 30 days of the assessment of the fine.
4. If the problem is not resolved and sufficient cause exists, such pets may be taken from the pet owner and given to the SPCA of Harris County, Texas after written notice by the Board of their intent to do so.

***See copy of form for PET REGISTRATION AND APPLICATION TO KEEP MORE THAN ONE (1) PET, in back of folder.**

5) RULES AND REGULATIONS REGARDING LANDSCAPING:

The By-law references are as follows:

ARTICLE XII, Section 7. Use of Common Elements; Section 8. Maintenance; Section 9. Rules and Regulations; and Section 12. Enforceability.

1. The Board has the responsibility to maintain a healthy and attractive landscaping of the property.
2. The policy of the Board is to replace dead or diseased plantings, however, this depends upon the cost and appropriateness of such plantings and the amount currently budgeted for plant replacement.
3. Owners or tenants must submit a detailed plan of any changes they wish to make in the landscaping, in immediate proximity to their Unit, to the Board for its approval before such changes are made.

The criteria for approval of such changes being the appropriateness of the design and materials and the degree of maintenance required. High maintenance plantings are inappropriate for Common Area property. Appearance should be in keeping with good landscape design and adjacent landscaping.

4. Owners may add "color" (annuals or perennials) where the addition will not interfere with permanent landscape materials and their maintenance. Owners who add such plants must keep them weed free and in attractive condition. Otherwise, they will be removed by landscape maintenance personnel.
5. No vegetables shall be planted in foundation beds or other Common Areas.
6. For the most part, potted plants should be limited to enclosed patios. No potted plants should be placed in the beds or on Common Property so as to hinder maintenance or constitute a nuisance or hazard. Any potted plants kept on Common Property must be properly maintained and attractive or they will be removed.

6) RULES REGARDING USE OF GARAGE LIGHTS AND GARAGE SALES

The By-law references are as follows:

ARTICLE IV, Section 6. General Powers. ARTICLE XII, Section 4. Nuisance; Section 5. Signs; Section 12. Enforceability.

EXTERIOR GARAGE LIGHTS:

Owners are instructed to tape the light switch controlling the exterior garage light in the "ON" position. The current exterior garage light fixtures are equipped with photocells which turn the light on at dark and off in daylight as long as electrical current is maintained to the fixture by way of the switch inside the garage.

When exterior garage light switches are taped in the "ON" position the Board is able to monitor the need to replace and will replace the bulbs in the exterior garage light fixtures.

GARAGE SALES:

No "Garage Sales" are to be held within the Complex.

7) RULES AND REGULATIONS REGARDING MOTOR VEHICLES AND PARKING:

The By-law references are as follows:

ARTICLE I, Section 2. Administration; ARTICLE IV, Section 6 General Powers; ARTICLE XII, Section 11. Vehicles; Section 9. Rules and Regulations; Section 7. Use of Common Elements; Section 12. Enforceability.

1. Only operable, noncommercial motor vehicles with current State Registrations and State Inspections, that are in daily use by their owners, and do not exceed 6'7" in height, 7'6" in width, or 20' in length may be parked in Common Area parking spaces within the Project limits.
2. The twelve (12) parking spaces directly North of the pavillion are reserved for visitor parking only.
3. No garage parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any garage parking space so as to prevent the parking of a motor vehicle therein.
4. Street parking within the Project is prohibited in Fire Zone areas which include driveways to the rear of garages.

4) RULES AND REGULATIONS REGARDING USE OF SWIMMING POOL:

The By-law references are as follows:

ARTICLE IV, Section 6. General Powers. ARTICLE XII, Restrictions, Section 12. Enforceability.

1. Swim at your own risk.
2. Pool for use by residents and their guests only.
3. Residents are responsible for the conduct of their guests.
4. No floats, toys, snorkels, or masks allowed.
5. No horseplay.
6. No glass containers or objects.
7. No suntan oil or hairpins allowed in the pool.
8. No pets allowed in pool area.
9. Proper swimwear required. NO CUTOFFS.
10. Children under 14 must be accompanied by an adult.
11. Pool closes at 10:00 P.M.

Enforcement policies:

1. Written complaint regarding violations must be sent to the Board or Management Company.
2. The Management Company will send a copy of the Pool Rules to the Owner/Tenant along with a letter stating the violation and the necessity for observing the rules for safety and enjoyment of the use of the pool by all residents.
3. Failure to comply with the pool rules may result in fines being assessed against the Unit Owner in an amount determined by the Board.

EXHIBIT D

PET POLICY

No animals shall be kept except household pets. The term "household pet" signifies dogs, cats, and other usual, customary and common household pets. The term "household pet" does not include farm animals, livestock, or poultry, such as, but not limited to, sheep, cattle, pigs, horses, donkeys, and goats. Further, the term "household pet" does not include aggressive, savage or dangerous domestic animals, nor does such term include non-domestic, savage, wild, and/or dangerous animals such as, but not limited to, eagles, condors, falcons, alligators, crocodiles, pumas, leopards, cheetahs, lions, tigers, bears, wolves, coyote, anacondas, pythons, or any constrictor snakes in excess of 30 pounds. Further, the term "household pet" does not include any poisonous animal, whether mammal, reptile, amphibian, fish, arachnid, or insect.

No animals, household pet or otherwise, may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animals, household pet or otherwise, may be permitted to roam free or run loose upon the Common Elements. Dogs and cats shall at all times whenever they are outside a Dwelling be confined on a leash held by a responsible person.

Any Owner who causes any animal to be brought or kept upon the premises of the Condominium Project shall indemnify and hold harmless the Association and all Unit Owners, residents, guests and invitees ("Indemnitees") for any loss, damage, cost or liability which the Indemnitees may sustain or which may be claimed against any Indemnitee as a result of the presence of such animal on the premises, whether or not the Board of Directors has given its permission therefore.

The Board of Directors may levy fines for documented violations or take such other actions as they determine necessary, in accordance with the Bylaws and Association Rules and Regulations. If, in the sole discretion of the Association, any animal, household pet or otherwise, endangers the health of, makes objectionable noise or constitutes a nuisance or inconvenience to the Owners of other Dwellings or the Owners of any portion of the Property said animal, household pet or otherwise, shall be removed upon the request of the Board. Where sufficient cause may exist, such pet(s) may be taken from such Owner and given to the Society for the Prevention of Cruelty to Animals, of Harris County, Texas, after thirty (30) days written notice, by the Board, of their intention to do so.

No more than one small household pet, whose weight may not exceed twenty five (25) pounds, may be kept without prior written permission of the Board of Directors. A thirty (30) day notice period is to be given to individuals owning or keeping a household pet in excess of 30 pounds.

Upon completion of the thirty (30) day notice period, a fine of \$25.00 will be applied weekly until such time as the Association receives notice of compliance with the Pet Policy. A ten (10) day notice period is to be given to individuals owning or keeping a prohibited animal. Upon completion of the ten (10) day notice period, a fine of \$100.00 will be applied weekly until the Association receives notice of compliance with the Pet Policy. Fines for violations of the Association's Pet Policy are to be applied according to the Association's Collection Policy.

548-97-1145

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY REPEALED AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

FILE FOR RECORD
8:00 AM

FEB 19 2002

Beverly L. Kaye
County Clerk, Harris County, Texas

FEB 19 2002



Beverly L. Kaye
COUNTY CLERK
HARRIS COUNTY, TEXAS

V608369

RESOLUTION
OF THE
BOARD OF DIRECTORS
OF SAN FELIPE SQUARE TOWNHOME ASSOCIATION, INC.

02/19/02 201719263 V608369

\$21.00

At a regular meeting of the Board of Directors of San Felipe Square Townhome Association, Inc. (the "Board"), said meeting being properly called and a quorum being present, came to be heard the matter of adopting policies for the administration of the San Felipe Square Townhome Association, Inc. as set forth immediately below-

WHEREAS, the Board of Directors is of the opinion that it is necessary to adopt and enforce the following policies set forth immediately below;

BE IT RESOLVED that the following policies be and are hereby adopted by the Board:

1. Insurance Deductible Policy (attached as "Exhibit A")
2. Fire Policy (attached as "Exhibit B")
3. Collections Policy (attached as "Exhibit C")
4. Pet Policy (attached as "Exhibit D")

SIGNED and EXECUTED this 15th day of January, 2001.

Jeff Power
Jeff Power, President

CERTIFICATE OF SECRETARY

I, Michele Lipscomb, Secretary of the San Felipe Square Townhome Association, Inc., do hereby certify that the above Resolution was passed at a duly and properly noticed meeting of the Board of Directors of the San Felipe Square Townhome Association, Inc. on the 16th day of Jan, 2001, at which a quorum was present.

Michele Lipscomb
Secretary
Print Name: Michele Lipscomb

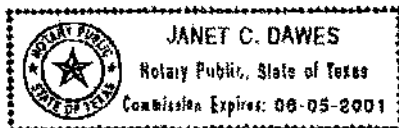
548-97-1133

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared MICHELE LIPSON, the Secretary of San Felipe Square Townhome Association, Inc., known by 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 expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of January, 2001.



Janet C. Dawes
Notary Public - State of Texas

After recording return to:

Marc D. Markel
Roberts, Markel & Folger, L-L.P.
2500 City West Boulevard, Suite 1350
Houston, Texas 77042
1053-001

548-97-1148

EXHIBIT A

INSURANCE DEDUCTIBLE POLICY

1. In the event that the loss or damage is caused by an owner, his/her tenants, invitees or guests, such owner, where the loss or damage originated, regardless of negligence, will be liable for the full amount of any deductible on the Association's insurance policy;
2. In the event that the loss or damage is caused by two (2) or more owners, his/her tenants, invitees or guests, the deductible shall be shared in proportion to the percentage of the total loss.
3. In no event will the Association be liable for more than a reimbursement of \$250.00 to the Owner of the Unit, within a reasonable period of time after presentation of a paid invoice to the Association or the Association's agent. This reimbursement will only be applicable to claims arising from the failure of a Common Element.

EXHIBIT B

FINE POLICY

San Felipe Square Townhome Association, Inc., acting through its Board of Directors, is hereby authorized to impose reasonable fines against Unit Owners for various violations of the restrictions contained in the Declaration of San Felipe Square Townhome Association, Inc. (the "Declaration"). The Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, effective January 1, 1994: which allows for such fines under Section 82.102(a)(12). The Board of Directors is further authorized to impose lesser fines or no fine at all for violation of the bylaws, rules and regulations, covenants, conditions and restrictions, or Other dedicatory instruments of the Association as determined by the Board of Directors in its sole and absolute discretion.

The Board shall give ten (10) days written notice to any Owner violating any of the Dedicatory Instruments of the Association. If the Board receives a request for an opportunity to be heard from the violator within ten (10) days of the date of the written notice, a hearing shall be scheduled before the Board, such hearing to take place within thirty (30) days at a date and time set by the Board. After an affirmative decision by the Board, or after the expiration of the written notice, San Felipe Square Townhome Association, Inc. and/or its Board of Directors are hereby authorized to impose fines according to the following schedule for violations of any provisions of the Dedicatory Instruments as that term is defined in the Texas Property Code:

FINES FOR VIOLATIONS OF THE DEDICATORY INSTRUMENTS
NOT AFFECTING THE USE AND ENJOYMENT OF UNIT OWNERS

First Violation \$ 25.00

Second Violation \$ 50.00

Subsequent Violations \$100.00

FINES FOR VIOLATIONS OF THE DEDICATORY INSTRUMENTS AFFECTING
THE USE AND ENJOYMENT OF UNIT OWNERS

For violations of the dedicatory instruments affecting the use and enjoyment of unit owners, the Board of Directors may set the amount of the fine as it reasonably relates to the violation of the dedicatory instruments and the number of unit owners affected by the violation.

548-92-1142

EXHIBIT C

COLLECTIONS POLICY

Upon receipt of an Owner's payment due to the Association, said payment shall be applied as follows:

- a. First, against attorneys' fees incurred in the collection of same amount, including the fees required for obtaining title documents;
- b. Second, against interest on the amount due, if any has accrued;
- c. Third, against late fees and collection fees; and
- d. Fourth, any remaining credit shall be applied to the oldest of the delinquent amounts being due and/or pursued for collection

SAN FELIPE SQUARE TOWNHOME ASSOCIATION, INC.
RESOLUTION 99-01
INSURANCE POLICY

WHEREAS the Articles of Incorporation of San Felipe Square Townhome Association, Inc. were filed with the Office of the Secretary of State of Texas, under Charter Number 00452242-01, on March 17, 1977, and WHEREAS other documents, referred to as the Declarations of Covenants, Conditions and Restrictions (Declaration), and By-Laws (By-Laws), were created and filed of Record, creating a Condominium Regime and Board of Directors, and,

WHEREAS Article V, Section 5.3 of the Declarations define unit ownership

WHEREAS The Board of Directors wishes the Association to avail itself of all potentially available insurance coverage

THEREFOR RESOLVED the Board of Directors does hereby adopt the following policy with regard to Insurance


Insurance coverage, if available through the Association's Insurance Policy will be extended to include the finished surfaces of interior walls including wall and floor coverings, paint, interior cabinets and fixtures to the extent that they existed as "Building Standard" as the Units were originally constructed, however not to include betterments and improvements above "Building Standard" installed by individual homeowners for those individuals with accidentally lapsed or cancelled coverage during the annual policy term of the Association's current policy year.

Resolution 99-01 is hereby passed by the Board of Directors and becomes effective ^{August 16} July __, 1999.

FOR THE BOARD OF DIRECTORS

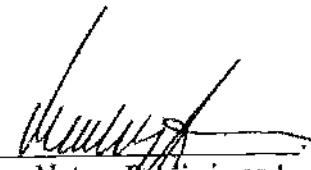


Jeff Power, President

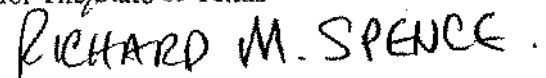

Michele Lipscomb, Secretary

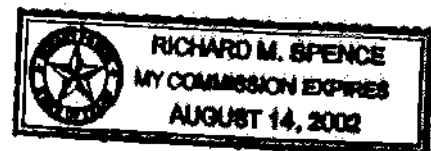
THE STATE OF TEXAS

THE COUNTY OF HARRIS

This instrument was acknowledged before me on ^{Aug. 16} ~~July~~ __, 1999 by 

Notary Public in and
for The State of Texas





APPLICATION FOR APPROVAL
OF
STRUCTURAL ALTERATIONS/MODIFICATIONS, EXTERIOR ATTACHMENTS,
SIGNS, OR WINDOW REFLECTIVE MATERIALS

To: Board of Directors
San Felipe Square Townhomes Association, Inc.

From: _____ Unit #: _____
Name _____
Address _____

APPROVAL IS REQUESTED FOR:

Attached is a sketch, drawing, picture and/or sample that indicates what the alteration, modification, exterior attachment, sign or window reflective material will look like and where located.

It is understood that exterior attachments such as decks, awnings, sun shades, signs, window reflective materials, burglar bars, etc., are the responsibility of the individual owner to maintain. As owner, I agree to maintain these items in a safe and attractive condition at all times. I agree to pay for any damage that may occur to a General Common Element during or as a result of the installation of the approved item(s). I also agree to pay for removal of such item(s), if that ever becomes necessary, in order to repair a General Common Element such as a roof or an exterior wall.

Signature

Approved (with exceptions noted): _____

Architectural & Bylaws Agent

Exceptions: _____

Approved: _____

San Felipe Square Townhome Association
Board of Directors Authorized Agent

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

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

JAN - 2 2001



Beverly L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.

FILED

2001 JAN - 2 AM 8:07

Beverly L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

MO62625

741-61-1979

AFFIDAVIT

STATE OF TEXAS 5
COUNTY OF HARRIS 5

03/01/79 00558215 MO62625 \$ 9.00

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE A. SELLENAU, who, being by me first duly sworn, upon his oath deposes and says as follows:

1. My name is GEORGE A. SELLENAU, I reside at 1511 Bering Drive, Houston, Texas 77057. I am President of SAN FELIPE TOWNHOME ASSOCIATION. (107) no 2
2. The Declaration of Condominium Regime for San Felipe Square Townhome Association, dated December 8, 1976, filed for record in the Official Real Property Records of Harris County, Texas, under Clerk's File No. E981172, provides at Section 4.1 thereof that the Condominium Project shall be governed by the Declaration of Condominium Regime and by the By-Laws of San Felipe Square Townhome Association.
3. On March 13, 1979, Article XII, Section 11 of the By-Laws of San Felipe Square Townhome Association was amended to read as follows:

Vehicles

'Only operable motor vehicles that are in daily use by their owner and do not exceed 6'6", in height, 7'6" in width, or 20' in length may be parked within the project limits. No garage parking space should be converted for living, recreational or business purposes, nor shall anything be stored in any parking space so as to prevent the parking of a motor vehicle therein. Street parking within the project is limited to designated areas. The 12 spaces directly north of the pavilion are reserved to guest parking only. Unattended parking at any time in the drives behind the garages is specifically prohibited.'

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm and having Microfilm Identification Number as stamped thereon. I hereby certify on

OCT 9 - 1991



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By J. L. Cleveland
Deputy

74-61-1980

4. GAY WALDROP is the owner of record of the following property situated in Harris County, Texas, to wit:

The following described Apartment Unit and Undivided fractional interest in the Limited Common Elements (together constituting and hereinafter collectively referred to as an Apartment Unit) located in and being a part of SAN FELIPE SQUARE TOWNHOMES, a condominium Apartment-type project in the City of Houston, Harris County, Texas according to the Enabling Declaration thereof, (hereinafter called "Declaration") and the survey plats and by-laws attached as Exhibits to such Declaration as part hereof, filed for record in Volume 45, Page 3 Condominium Records, Harris County, Texas, and in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. F234180, and as reflected in map of SAN FELIPE PLACE APARTMENTS, SECTION THREE (3), as recorded in Volume 250, page 115 Map Records, Harris County Texas, reference to which and said record thereof being hereby as SAN FELIPE SQUARE TOWNHOMES, and which said apartment and undivided fractional interest in the common elements constituting the Apartment Unit hereby described as follows, to wit:

(a) PART of SAN FELIPE SQUARE TOWNHOMES and being Apartment-Home Unit 149 and the space encompassed by the boundaries thereof, located in Building 6.

(b) AN undivided .0161 percent interest in and to the General Common Elements of the Condominium Project known as SAN FELIPE SQUARE TOWNHOMES.

According to and as such Apartment Unit and undivided fractional interest in the common elements are more particularly described in said Declaration and the survey plats attached as Exhibits thereto.

5. GAY WALDROP requested that the Board of Directors of SAN FELIPE SQUARE TOWNHOME ASSOCIATION approve the installation of a cedar closet in the garage and the expansion of an interior room by extending a wall out into the garage of the above-described property. The Board of Directors denied this request.

- 2 -

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

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OCT 9 - 1991

ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
CLERK

Deputy



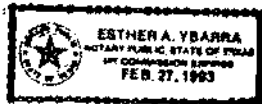
741-61-1981

6. In the event such architectural and/or construction modifications have been made to the above-described property, such have been made without the approval of the Board of Directors of SAN FELIPE SQUARE TOWNHOME ASSOCIATION and in violation of its By-Laws."

Further, Affiant sayeth not.

George A. Sellman
GEORGE A. SELLMAN

SUBSCRIBED AND SWORN TO BEFORE ME, this 28th day of February 1989.



Esther A. Ybarra
NOTARY PUBLIC, STATE OF TEXAS

Printed Name of Notary:

Esther A. Ybarra

My Commission Expires:

2/27/93

FILED FOR RECORD
8:30 A.M.

MAR 1 1989

Anita Rodheaver
County Clerk, Harris County, Texas

- 3 -

ANY INSTRUMENT HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm and having Microfilm Identification Number as stamped thereon. I hereby certify as:

OCT 9 - 1991

ANITA RODEHAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By [Signature]
Deputy



741-61-1982

VERIFICATION

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE A. SELLNAU, who, after being duly sworn, stated that he is the President of SAN FELIPE SQUARE TOWNHOME ASSOCIATION, that he has read the attached Affidavit and that the statements contained therein are true and correct to the best of his knowledge.

SAN FELIPE SQUARE TOWNHOME ASSOCIATION
BY:

George A. Sellnau, President
GEORGE A. SELLNAU, PRESIDENT

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of January, 1989.
February

Esther A. Ybarra
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:
2/27/93



NOT RECORDED
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Number _____ Sequence on the day and of the Year stamped herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

RECORD & RETURN TO:

Cindy Staszko, Senior Property Manager
BRATOS MANAGEMENT ENTERPRISES
770 South Post Oak Lane, Suite 101
Houston, TX 77056

MAR 1 1989



Quintus R. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

NOTES HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REALTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
STATE OF TEXAS
COUNTY OF HARRIS
I have a true and correct photographic copy of the original record in my lawful custody and possession, as the same is recorded in the Public Records of Real Property in my office and preserved in microfilm and having Microfilm Identification Number as stamped I hereby certify on

OCT 9 - 1991



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By A. I. Cleveland
A. I. CLEVELAND Deputy

SAN FELIPE SQUARE TOWNHOMES ASSOCIATION

POLICY RESOLUTION: DISPOSITION OF OLD RECORDS

WHEREAS the Association is obliged to maintain the records of the Association;

AND WHEREAS the legal and accounting requirements for retention of the Association's records provide for different periods of time for different types of records;

AND WHEREAS some of the records of the Association need only be kept for one year, some for three years, others for seven years and some records have to be kept permanently;

AND WHEREAS it is desirable to adopt a policy for the retention of the Association's records and the disposal of records that need not be retained;

AND WHEREAS the Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are not by law or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the Members.

NOW THEREFORE BE IT RESOLVED that the following policy be and is hereby adopted by the Board of Directors:

1. The Association will permanently keep the Governing documents, audited financial statements, tax returns, minutes of meetings, and insurance policies.
2. All other records of the Association will be disposed of after the expiration of seven (7) years.
3. The Managing Agent is hereby authorized and directed to dispose of the records of the Association, with the exception of those referred to in paragraph 1 hereof, at the expiration of seven (7) years.

Adopted this 11 day of July, 2006

ATTESTED:

APPROVED AS CORRECT:

[Signature]
Director

[Signature]
President

Date: 7-11-06

Date: 7-11-06

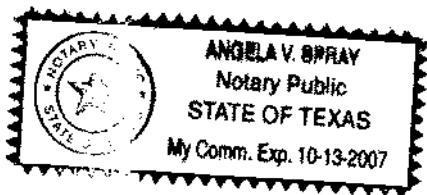
STATE OF TEXAS

COUNTY OF HARRIS

This Certificate was acknowledged before me on 7-11, 2006, by

Chuck Moore, the President of
San Felipe Square T.H. Assoc.

(Condominium Association)



Angela V. Spray
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

SAN FELIPE SQUARE TOWNHOMES ASSOCIATION

POLICY RESOLUTION: ACCESS TO ASSOCIATION RECORDS

WHEREAS the Association keeps correct and complete books and records of account and Minutes of the proceedings of its members and Board of Directors;

AND WHEREAS the Owners shall have the right, during reasonable business hours, to inspect the books and records of the Association;

AND WHEREAS it is desirable to impose certain reasonable restrictions to maintain control;

AND WHEREAS the Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are not by law or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the Members.

NOW THEREFORE BE IT RESOLVED that the following requirements are hereby established for the inspection of the records of the Association:

1. A notice of intent to inspect must be submitted in writing to the Board of Directors or its duly authorized managing agent at least two business days prior to the planned inspection.
2. The notice must specify with particularity, which records are to be inspected.
3. The notice must specify the purpose of the inspection.
4. All records shall be inspected at Association Management, Inc., the Managing Agent, 9575 Katy Freeway Suite 130, Houston Texas 77024 between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.
5. Records may only be inspected in the presence of a representative of the Managing Agent or someone authorized by the Board of Directors. Owners making such inspections shall reimburse the Association \$25.00 for each hour after the first hour or part thereof of the inspection.
6. The Managing Agent shall provide access to the records but shall not be required to perform calculations or provide additional research or opinions with respect to the validity of the records. Questions regarding the financial records shall be directed to the Association's independent auditor and the Owner making such request shall make direct payment to the auditor at the auditor's prevailing hourly rate.

7. The person(s) requesting access shall not disrupt the ordinary business activities of the registered office or its employees during the course of inspection.
8. No records may be removed from the office without the express written consent of the Board of Directors.
9. When applicable, all costs of inspection shall be borne by the person(s) requesting access. In the event the person reviewing the records is desirous of making photocopies, all costs of copying will be incurred by the person requesting same.
10. Limitations of Access:

Consistent with an individual's right to privacy and applicable law, the following records will not be made available without the express written consent of the Board of Directors.

- a. Minutes of Executive Sessions;
- b. Minutes of Administrative Hearings pertaining to the imposition of punitive measures;
- c. Where disclosure would violate a constitutional or statutory provision or applicable public policy;
- d. Where disclosure could result in a discernable harm to the Association or any of its members;
- e. Personnel records;
- f. Inter-office memoranda (paper, electronic or any other form);
- g. Litigation files;
- h. Preliminary data, information or investigations which have not been formally approved by the Board of Directors, such as contractor bid prospects;
- i. Where disclosure may result in an invasion of personal privacy, breach of confidence or privileged information;
- j. Where disclosure would unreasonably interfere with or disrupt the operation of the Association; and,
- k. Where access results in a private harm or damage that outweighs the right to access.

11. The Association is under no obligation to provide any additional information other than that required by law. If the Board of Directors determines that the stated purpose for inspection is improper, the inspection request will be denied.
12. The foregoing policies and procedures are adopted pursuant to the Texas Non-Profit Corporation Act and Art. 1396-2.23, 2.23A and the Texas Property Code, Sec. 82.114.

ATTEST:

8/8/2006
Date

Chuck Moore
President

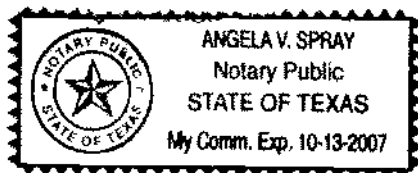
8 8 06
Date

Debbie Schatz
Director

STATE OF TEXAS

COUNTY OF HARRIS

This Certificate was acknowledged before me on 7/11 Chuck Moore, 2006
by Chuck Moore, the President of San Felipe Square T.H. Assoc.
(Condominium Association)



Angela V. Spray
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS