

AMENDMENT OF BYLAWS OF SAN FELIPE SQUARE
TOWNHOME ASSOCIATION

We, Carter B. Conlin and Clephane Aldridge, President and Secretary respectively of the San Felipe Square Townhome Association hereby certify that the following amendments to the Bylaws of said Association were adopted by a majority vote of the members of the Association said votes being taken at the Annual meetings of the Association held March 9, 1982 at 7:00 P.M. and March 8, 1983 at 7:00 P.M. The following sections have been amended to read as follows:

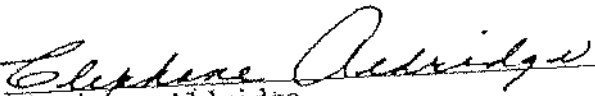
ARTICLE XIII
SECTION 2
PARAGRAPH D

In accordance with Article IX, Right of First Refusal, paragraph 9.1, Offer of Purchase, any owner, except developer, who receives a bona fide offer for the purchase of his condominium unit, which he intends to accept, shall give prompt written notice to the Association of the particulars of the proposed sale including the name of the title company handling the transaction. The Association, through its management company, shall forward to the title company one copy of the Declaration of Condominium Regime and Bylaws for San Felipe Square Townhomes. The title company shall deliver the documents to the new owner at closing or before, shall charge the new owners the aforementioned fee and shall obtain the new owner's signature on a form acknowledging receipt of the documents and agreement to comply with all rules and regulations contained therein.

ARTICLE XII
SECTION 6. PETS.
Add the following:

Animals weighing more than twenty-five (25) pounds are not permitted at San Felipe Square Townhomes. All animal owners are required to fill out a Pet Registration form listing the type animal, breed, color, weight and name for each animal. A "savage or dangerous animal" includes any animal where two or more owners have complained to the Board of Directors or any animal that weighs more than twenty-five (25) pounds or is expected to exceed that weight at full growth.


Carter B. Conlin
President, Board of Directors


Clephane Aldridge
Secretary, Board of Directors

THENCE East 508.81 feet to a point for corner;

THENCE along the East line of Lot 30, South 00 degrees 03 minutes 46 seconds East, at 1.08 feet past an iron rod in all 143.26 feet to an iron rod for corner;

THENCE South 89 degrees 59 minutes 19 seconds West 508.96 feet to the PLACE OF BEGINNING containing 72,930 square feet of land.

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THENCE along the East line of Lot 30, South 00 degrees 03 minutes 46 seconds East, at 1.08 feet past an iron rod in all 143.26 feet to an iron rod for corner;

THENCE South 89 degrees 59 minutes 19 seconds West 508.96 feet to the PLACE OF BEGINNING containing 72,930 square feet of land.

AMENDED AND RESTATED

CONDOMINIUM BY-LAWS

OF

SAN FELIPE SQUARE TOWNHOMES

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I ORGANIZATIONAL MATTERS	1
Section 1. <u>Definitions</u>	1
Section 2. <u>Administration</u>	1
Section 3. <u>Members and Voting</u>	1
ARTICLE II OFFICER.....	2
Section 1. <u>Principal Office</u>	2
Section 2. <u>Registered Office</u>	2
ARTICLE III MEETINGS OF MEMBERS.....	3
Section 1. <u>Place of Meetings</u>	3
Section 2. <u>Annual Meetings</u>	3
Section 3. <u>Special Meetings</u>	3
Section 4. <u>Notice of Meetings</u>	3
Section 5. <u>Quorum</u>	3
Section 6. <u>Organization</u>	4
Section 7. <u>Proxies</u>	4
ARTICLE IV DIRECTORS	4
Section 1. <u>Number and Qualification</u>	4
Section 2. <u>Election and Term of Office</u>	4
Section 3. <u>Resignation</u>	5
Section 4. <u>Removal</u>	5
Section 5. <u>Vacancies</u>	5
Section 6. <u>General Powers</u>	5
Section 7. <u>Compensation</u>	7

	<u>Page</u>
ARTICLE V MEETING OF DIRECTORS	7
Section 1. <u>Place of Meeting</u>	7
Section 2. <u>Annual Meeting</u>	7
Section 3. <u>Regular Meetings</u>	7
Section 4. <u>Special Meetings</u>	7
Section 5. <u>Quorum and Action</u>	8
Section 6. <u>Presumption of Assent to Action</u>	8
ARTICLE VI EXECUTIVE COMMITTEE	8
Section 1. <u>Membership and Authorities</u>	8
Section 2. <u>Minutes</u>	8
Section 3. <u>Vacancies</u>	8
ARTICLE VII OFFICER	9
Section 1. <u>Number</u>	9
Section 2. <u>Election, Term of Office and Qualification</u>	9
Section 3. <u>Subordinate Officers</u>	9
Section 4. <u>Resignation</u>	9
Section 5. <u>Removal</u>	9
Section 6. <u>Vacancies</u>	9
Section 7. <u>The President</u>	10
Section 8. <u>The Vice President</u>	10
Section 9. <u>The Secretary</u>	10
Section 10. <u>Assistant Secretaries</u>	10
Section 11. <u>The Treasurer</u>	11
Section 12. <u>Assistant Treasurers</u>	11
Section 13. <u>Bond</u>	11

	<u>Page</u>
Section 14. <u>Salaries</u>	11
Section 15. <u>Management</u>	11
ARTICLE VIII <u>ASSESSMENTS</u>	12
Section 1. <u>Expenses</u>	12
Section 2. <u>Assessments</u>	12
Section 3. <u>Apportionment of Assessments</u>	13
Section 4. <u>No Exception</u>	14
Section 5. <u>Enforcement</u>	14
ARTICLE IX <u>OWNER ACTION</u>	14
ARTICLE X <u>INSURANCE</u>	14
ARTICLE XI <u>RECONSTRUCTION OR REPAIR</u>	16
Section 1. <u>Damage and Reconstruction</u>	16
Section 2. <u>Reconstruction Guidelines</u>	17
Section 3. <u>Owner's Responsibilities</u>	17
Section 4. <u>Assessments of Damage</u>	17
Section 5. <u>Eminent Domain</u>	18
ARTICLE XII <u>RESTRICTIONS</u>	19
Section 1. <u>Single Family Use</u>	19
Section 2. <u>Structural Alterations or Modifications</u>	19
Section 3. <u>Rights to Lease</u>	19
Section 4. <u>Nuisance</u>	19
Section 5. <u>Signs</u>	19
Section 6. <u>Pets</u>	20
Section 7. <u>Use of Common Elements</u>	20
Section 8. <u>Maintenance</u>	20

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CONDOMINIUM BY-LAWS
OF
SAN FELIPE SQUARE TOWNHOMES

ARTICLE I

ORGANIZATIONAL MATTERS

Section 1. Definitions.

All definitions herein contained shall have the same meanings as set forth in the Declaration of Condominiums Regime to which these Bylaws are attached, reference being here made for all purposes. All other definitions are expressly set forth elsewhere in this document.

Section 2. Administration.

San Felipe Square Townhomes (hereinafter referred to as the "Condominium Project") shall be administered by a non-profit corporation incorporated under the laws of the State of Texas under the name of "San Felipe Square Townhome Association" (herein referred to as the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Condominium Project, the Common Elements and easements appurtenant thereto in accordance with the Declaration of Condominium Regime, to which this Exhibit "A" is attached, these by-laws, the Articles of Incorporation, by-laws and duly adopted rules and regulations of the Association and the laws of the State of Texas.

Section 3. Members and Voting.

Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

A. Each Owner shall be a member of the Association and no other person or entity shall be entitled to membership. No Owner shall be required to pay any consideration whatsoever solely for his membership in the Association.

B. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium Project.

C. The Association shall have one class of voting membership:

Each member shall be entitled to one vote for each Unit in which he holds the full fee interest. When the full fee interest in any Unit is held by more than one person, all such persons shall be members, and the vote for such Unit shall be

exercised as they, among themselves-determine, but in no event shall more than one vote be cast with respect to any Unit.

D. No Owner shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Owner may only be cast by such Owner or by a proxy given by such Owner to his duly authorized representative. If title to a Unit shall be in the name of two or more Owners, any one of such Owners may vote as the Owner of the Unit at any meeting of the Association and such vote shall be binding on such other Owners who are not present at such meeting until written notice to the contrary has been received by the Association in which case the unanimous action of all such Owners (in person or by proxy) shall be required to cast their vote as Owners. If two or more of such Owners are present at any meeting of the Association then unanimous actions shall also be required to cast their vote as Owners.

E. When a quorum is present at any meeting of the Association, the vote of at least a majority of the Units represented and qualified to vote and present in person or proxy at such meeting shall decide any question brought before such meeting, unless the question is one upon which by express provision of any statute, the Declaration of Condominium Regime, the Articles of Incorporation of the Association or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. The Owners present in person or by proxy at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Owners to leave less than a quorum.

F. At all meetings of the Owners cumulative voting shall not be permitted.

G. Any vote that could be conducted at a meeting of the Members may be conducted by mail ballot.

ARTICLE II

OFFICER

Section 1. Principal Office.

The principal office of the Association shall be in the City of Houston, Harris County, Texas.

Section 2. Registered Office.

The registered office of the Association required by the Texas Business Corporation Act to be maintained in the State of Texas, may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Place of Meetings.

The meetings of Members of the Association shall be held in Houston, Harris County, Texas, with the place of meetings being set by the Board of Directors of the Association. To the extent possible, said meetings shall be held within the boundaries of San Felipe Square Townhomes.

Section 2. Annual Meetings.

The annual meeting of the Members of the Association shall be held each year at 7:00 o'clock P.M. Central Standard Time on the second Tuesday of the month of March, and if such day is a legal holiday, then on the next secular day following at 7:00 o'clock P.M., at which time the Members shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 3. Special Meetings.

Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by law or by the Articles of Incorporation, may be called by the President, the Board of Directors or one-tenth (1/10) of all of the Members entitled to vote at the meetings. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the call.

Section 4. Notice of Meetings.

Written or printed notice of all meetings of Members stating the place, day and hour thereof and the purpose or purposes for which the meeting is called, shall be personally served upon by facsimile or mailed to each Member entitled to vote thereat at the address of the Unit owned by the aforesaid Member, or at any other address, provided that prior written notice of the other address is furnished to the Association at least thirty (30) days in advance of the meetings. If any Owner shall fail to give an address to the Association for the mailing of notices, the address of the Unit owned by the Owner shall be deemed to be the address for the giving of notice. Only items contained in the notice of meeting may be decided at the meeting.

Section 5. Quorum.

Except as otherwise provided by statute, or these bylaws, the presence in person or by proxy of fifty percent (50%) of the Owners qualified to vote shall constitute a quorum for holding any meeting of the members of the Association. If, however, such quorum shall not be present or represented at any meeting of the Owners, the Owners present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 6. Organization.

The President shall preside at all meetings of the Members. In his absence, a Vice-President shall preside. In the absence of all of these officers any Member or the duly appointed proxy of any Member may call the meeting to order and a chairman shall be elected from among the Members present.

The Secretary of the Association shall act as secretary at all meetings of the Members. In his absence an Assistant Secretary shall so act and in the absence of all of these officers the presiding officer may appoint any person to act as secretary of the meeting.

Section 7. Proxies.

At any meeting of the Members every Member entitled to vote thereat shall be entitled to vote in person or by proxy appointed by instrument in writing executed by such Member or by his duly authorized attorney-in-fact. No appointment of a proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless such proxy otherwise provides. A proxy shall be revocable unless expressly provided therein to be irrevocable and unless otherwise made irrevocable by law. Facsimile copies of proxies shall be valid.

ARTICLE IV

DIRECTORS

Section 1. Number and Qualification.

The property, business and affairs of the Association shall be managed and controlled by a Board of not more than five (5) Directors who shall be elected by the Members for three-year terms. Each Member of the Board of Directors of the Association must be a member of the Association. The number of Directors may be increased or decreased but not to a number less than three (3) by amendment of this Bylaw in the manner provided for the amendment of Bylaws. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. The election of the Board of Directors for March, 1996 shall establish the initial staggered terms by electing one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) directors for a term of three (3) years. The Directors receiving the larger number of votes shall serve for the longer initial staggered terms.

Section 2. Election and Term of Office.

The Directors shall be elected at the annual meeting of the Members (except as provided in Section 5 of this Article) and each Director elected shall hold office until the expiration of their term and until his successor shall be elected and shall qualify or until his death or until he shall resign or be removed in the manner hereinafter provided.

Section 3. Resignation.

Any Director may resign at any time by giving written notice to the President or Secretary. Such resignation shall take effect at the time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal.

Any Director may be removed at any time either with or without cause and another person may be elected to serve for the remainder of his term at any special meeting of the Members called for the purpose of removal by a vote of a majority of a quorum of the Owners. In case any vacancy so created shall not be filled by the Members at such meeting, such vacancy may be filled by the Directors as provided in Section 5 of this Article.

Section 5. Vacancies.

If any vacancy shall occur in the Board of Directors such vacancy may, subject to the provisions of Section 4 of this Article, be filled by the affirmative vote of the remaining Directors though less than a quorum of the Board of Directors; provided, however, any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 6. General Powers.

In addition to the powers and authorities expressly conferred upon them by these Bylaws, 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. These powers shall include, but are not limited to the following:

- A. adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for common expenses from unit owners;
- B. hire and terminate managing agents and other employees, agents, and independent contractors;
- C. institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the condominium;
- D. make contracts and incur liabilities relating to the operation of the condominium;
- E. regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium;

- F. adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and common elements, to the extent the regulated actions affect common elements or other units;
- G. cause additional improvements to be made as a part of the common elements;
- H. acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, except common elements of the condominium;
- I. grant easements, leases, licenses, and concessions through or over the common elements;
- J. impose and receive payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to unit owners;
- K. impose interest and late charges for late payments of assessments, returned check charges, and, if notice and an opportunity to be heard are given, reasonable fines for violations of the declaration, bylaws, and rules of the association;
- L. adopt and amend rules regulating the collection of delinquent assessments and the application of payments;
- M. adopt and amend rules regulating the termination of utility service to a unit, the owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility;
- N. impose reasonable charges for preparing, recording, or copying declaration amendments, resale certificates, or statements of unpaid assessments;
- O. enter a unit for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the common elements, another unit or the occupants;
- P. assign its right to future income, including the right to receive common expense assessments, but only to the extent the declaration so provides;
- Q. suspend the voting privileges of or the use of certain general common elements by an owner delinquent for more than 30 days in the payment of assessments;
- R. purchase insurance and fidelity bonds it considers appropriate or necessary;

POSSIBLE

- S. exercise any other powers conferred by the declaration or bylaws;
- T. exercise any other powers that may be exercised in this state by a corporation of the same type as the association; and
- U. exercise any other powers necessary and proper for the government and operation of the association.

Section 7. Compensation.

Directors as such shall not receive any stated salary for their services, however, this shall not be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor. Directors may receive reimbursement for actual authorized expenses incurred for the benefit of the Association.

ARTICLE V

MEETING OF DIRECTORS

Section 1. Place of Meeting.

The Directors of the Association shall hold their meetings, both regular and special in Houston, Harris County, Texas. To the extent possible, said meetings shall be held within the boundaries of San Felipe Square Townhomes.

Section 2. First Meeting.

The first meeting of each newly elected Board shall be held at such time and place as shall be fixed by the current Board of Directors and no notice of such meeting shall be necessary to the newly elected Directors in order legally to constitute the meeting, provided a quorum shall be present, or they may meet at such time and place as shall be fixed by the consent in writing of all of the Directors.

Section 3. Regular Meetings.

Regular meetings of the Board may be held without notice at such time and place and shall from time to time be determined by the Board.

Section 4. Special Meetings.

Special meetings of the Board may be called by the President on one (1) day's notice to each Director given either personally, by mail, by facsimile or by telegram. Special meetings shall be called by the President or Secretary in like manner and like notice on the written request of two (2) Directors. Neither the purpose of nor the business to be transacted at any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such

meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 5. Quorum and Action.

At all meetings of the Board the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors at any meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, the Articles of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

Section 6. Presumption of Assent to Action.

A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

EXECUTIVE COMMITTEE

Section 1. Membership and Authorities.

The Board of Directors, by resolution adopted by a majority of the whole Board, may designate one (1) or more Directors to constitute an Executive Committee, which Committee to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association, except where action of the full Board of Directors is specified by applicable law, but the designation of such Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law.

Section 2. Minutes.

The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 3. Vacancies.

The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve, the Executive Committee.

ARTICLE VII

OFFICER

Section 1. Number.

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, each of which shall be a member of the Association. The Board of Directors may also choose additional Vice Presidents and one or more Assistant Secretaries and/or Assistant Treasurers. One person may hold any two or more of said offices except those of President and Secretary.

Section 2. Election, Term of Office and Qualification.

The officers of the Association shall be elected by the Board of Directors at its first meeting after each annual meeting of Members. The Board shall elect a President, one or more Vice-Presidents, a Secretary and a Treasurer, all of whom shall be a member of the Board. Each officer so elected shall hold office until his successor shall have been duly chosen and qualify or until his death or his resignation or removal in the manner hereinafter provided.

Section 3. Subordinate Officers.

The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such term and have such authority and perform such duties as the Board of Directors may from time to time determine. The Board of Directors may delegate to any committee or officer the power to appoint any such subordinate officer or agent.

Section 4. Resignation.

Any officer may resign at any time by giving written notice thereof to the Board of Directors or to the President or Secretary of the Association. Any such resignation shall take effect at the time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Removal.

Any officer elected or appointed by the Board of Directors may be removed by the Board at any time with or without cause. Any other officer may be removed at any time with or without cause by the Board of Directors or by any committee or superior officer in whom such power of removal may be conferred by the Board of Directors.

Section 6. Vacancies.

A vacancy in any office shall be filled for the unexpired portion of the term by the Board of Directors, but in case of a vacancy occurring in an office filled in accordance with the

provisions of Section 3 of this Article, such vacancy may be filled by any committee or superior officer upon whom such power may be conferred by the Board of Directors.

Section 7. The President.

The President shall be the chief executive officer of the Association; the President shall, when present, preside at all meetings of the Members and Directors; shall be ex officio a member of all standing committees, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President may sign, with any other proper officer, any contracts and other documents which the Board of Directors has authorized to be executed, except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or these Bylaws, to some other officer or agent of the Association.

Section 8. The Vice President.

Vice Presidents shall perform the duties as are given to them by these Bylaws and as may from time to time be assigned to them by the Board of Directors or by the President and may sign, with any other proper officer any documents authorized by the Board of Directors. At the request of the President, or in his absence or disability, the Vice President designated by the President (or in the absence of such designation, the senior Vice President) shall perform the duties and exercise the powers of the President.

Section 9. The Secretary.

The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the Executive Committee and standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors as required by law or these Bylaws, be custodian of the corporate records and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the Association, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

Section 10. Assistant Secretaries.

The Assistant Secretaries shall perform the duties as are given to them by these Bylaws or as may from time to time be assigned to them by the Board of Directors or by the Secretary. At the request of the Secretary, or in his absence or disability, the Assistant Secretary designated by the Secretary (or in the absence of such resignation the senior Assistant Secretary) shall perform the duties and exercise the powers of the Secretary.

Section 11. The Treasurer.

The Treasurer shall be responsible for all corporate funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such Depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

Section 12. Assistant Treasurers.

The Assistant Treasurers shall perform the duties as are given to them by these Bylaws or as may from time to time be assigned to them by the Board of Directors or by the Treasurer. At the request of the Treasurer, or in his absence or disability, the Assistant Treasurer designated by the Treasurer (or in the absence of such designation the senior Assistant Treasurer) shall perform the duties and exercise the powers of the Treasurer.

Section 13. Bond.

The Association shall purchase a fidelity bond covering all officers and directors in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of their duties.

Section 14. Salaries.

Officers shall not receive any compensation but may be reimbursed for actual authorized expenses incurred for the benefit of the Association.

Section 15. Management.

The Association may provide for independent management of the Condominium Project, with the responsibilities of such management being determined by the Board of Directors. Such independent management may jointly manage the Condominium Project and other property. Any agreement for independent professional management of the Condominium Project shall provide that the management contract may be terminated for cause within a period of time not exceeding ninety (90) days written notice and the term of any such contract shall not exceed three years. Any officer or stockholder or the Association or any Owner (or any of their respective affiliates, nominees, employers or companies) may be employed as the independent management so long as the fees paid to such related party are reasonable.

ARTICLE VIII

ASSESSMENTS

Section 1. Expenses.

All costs incurred by the Association, including but not limited to any costs incurred in satisfaction of any liability arising within, caused by or in connection with the Association's operation, maintenance or use of the Condominium Project, costs for insurance, personal property taxes of any tangible personal property of the Condominium Project owned or possessed in common by the Owners, and all other common expenses set forth in the Condominium Declaration shall be Association expenses. All sums received by the Association, including but not limited to all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association, shall be Association receipts.

Section 2. Assessments.

A. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The assessment for such year shall be established by the adoption of such annual budget by the Board of Directors of the Association. Copies of such budget shall be delivered to each Owner, although the delivery of a copy of the budget to each Owner shall not affect the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium Project in any fiscal year, then the Board of Directors shall have the authority at any time and from time to time to levy such additional assessment or assessments as it shall deem to be necessary for that purpose.

B. Special assessments, assessments other than those described in Subsection A above, may be made by the Board of Directors of the Association at any time, and from time to time, to meet other needs or requirements of the Association and the Condominium Project including, but not limited to, assessments for costs described herein and capital improvements. However, any such special assessment shall not be levied without the prior approval of at least seventy-five percent (75%) of the Owners representing each of the Units in the Condominium Project.

Assessments levied by the Association against each Owner pursuant to Subsection A and/or Subsection B above which are expended on capital expenditures, or which are set aside in a reserve for future repairs or improvements within the Condominium Project (whether or not such repairs or improvements would otherwise be considered capital in nature pursuant to Section 263 of the Internal Revenue Code of 1954, as amended), shall

be treated as capital contributions by such Owner to the Association and shall be shown on the books of the Association as such.

The provisions of this Subsection C may be amended by a majority vote of the Board of Directors of the Association if, in the sole discretion of said Board of Directors, such action is necessary to conform to any change in the Internal Revenue Code of 1954, as amended, or any Treasury Regulation or Ruling promulgated thereunder. Notwithstanding anything contained in this Declaration of Condominium Regime to the contrary, any amendment to this Subsection C duly authorized by the Board of Directors of the Association shall not require the consent of any Owner or mortgagee.

Section 3. Apportionment of Assessments.

All assessments levied against the Owner to cover expenses of the Association and the Condominium Project shall be apportioned among and paid by the Owners in accordance with the undivided percentage of value assigned to each Unit according to this Declaration of Condominium Regime without increase or decrease for the existence of any rights with respect to the use of limited common elements appurtenant to such Unit. Assessments shall be due and payable at such times as the Association shall determine. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of ten percent (10%) per annum from the due date until paid and shall be subject to a late fee of \$5.00 per month if there is any outstanding balance on the fifteenth day of each month. The Association may, but is not obligated to cause to be prepared and recorded in the real property records of Harris County, an Affidavit of Lien which may show the total amount owed to the Association as of the date of the preparation of the Affidavit. Each Owner shall be, and remain, personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with these by-laws, and any unpaid assessments with accrued interest thereon owed with respect to a Unit may, at the option of the Association, be collected out of the sale proceeds of such unit in accordance with the Uniform Condominium Act. Unpaid assessments together with interest, late fees, costs, and reasonable attorneys fees shall become a lien against the Unit and each deed from Developer may expressly retain a Vendor's Lien to secure the payment of all assessments, subject only to: (i) assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on such Unit; and (ii) amounts due under any mortgage instruments duly recorded. Any first mortgagee, upon foreclosure of its lien on a Unit, or upon acceptance of a deed in lieu of foreclosure thereon, shall not be required to pay any unpaid assessments owing on said Unit. Such unpaid assessment lien may be recorded in the Condominium Records of Harris County, Texas, and may be enforced by foreclosure, and the expenses incurred therefor including interest, costs and attorneys' fees shall be chargeable to the Owner in default. Each Owner, by his acceptance of a deed to a Unit shall expressly vest in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property as provided in Section 51.002 of the Texas Property Code, and such Owner by

NOT JUDICIAL
FORECLOSURE

acceptance of a deed to a Unit expressly grants to the Association a power of sale in connection with said lien, and agrees to the creation of (and by the acceptance of the deed grants) a Vendor's Lien to secure the payment of the assessments. The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Owners. The President of the Association is hereby appointed trustee to conduct any foreclosure sale, with the full power of substitution. The Association acting on behalf of the Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to treat the proceeds of any such lease, mortgage or conveyance in the same manner as assessments hereunder. Any unit owner remaining in possession after foreclosure of the Association's lien shall become a tenant at sufferance.

Section 4. No Exemption.

No Owner may exempt himself from liability for his contribution toward the expenses of the Association and the Condominium Project by waiver of the use or enjoyment of any of the Common Elements or by the abandonment, sale or other disposition of his Unit.

Section 5. Enforcement.

The Association may, in addition to its rights under Section 3 hereof and the Uniform Condominium Act, enforce collection of delinquent assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments including interest, late fees, costs and attorneys' fees shall be chargeable to the Owner in default. The Association may also discontinue the furnishing of any utilities or other services to an Owner in default of his obligations to the Association or other Owners as set forth herein upon seven (7) days written notice to such Owner of its intent to do so. An Owner in default of his obligations to the Association or other Owner as set forth herein shall not be entitled to vote at any meeting of the Association so long as such default is in existence.

ARTICLE IX

OWNER ACTION

Without limiting the other legal rights of any Owner or the Association, legal action may be brought or defended by the Association in its sole discretion on behalf of two (2) or more Owners as their respective interests may appear with respect to any cause of action relating to the Common Elements of more than one (1) Unit. All action brought or defended by the Association shall be all binding upon the Owners.

ARTICLE X

INSURANCE

The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, and, if required by law, workmen's compensation insurance (hereinafter referred to as the "Master Policy"), and shall carry such

other and additional insurance as the Board of Directors may deem advisable or necessary in its sole discretion with respect to the Condominium Project, the officers and directors of the Association and the Association's administration thereof in accordance with the following provisions:

A. The Master Policy shall be purchased by the Association for the benefit of the Association, the Owners and their mortgagees as their interests may appear (subject to the provisions of these by-laws, the Declaration of Condominium Regime and the Act), and provision shall be made for the issuance of appropriate mortgagee endorsements to the mortgagees of the Owners. The Owners shall obtain insurance coverage upon their personal property at their own expense. The Association and the Owners shall use their best efforts to see that all property and liability insurance carried by an Owner or the Association shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Owners or the Association.

B. All buildings, improvements, personal property of the Condominium Project and other Common elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value thereof, excluding the cost of excavations, foundations and footings, as determined annually by the Board of Directors of the Association; provided, however, such amount shall be not less than eighty percent (80%) of the maximum insurable value (based upon replacement cost). The Association may, in its sole discretion, elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The Association shall use its best efforts to see that the liability insurance carried by the Association shall cover the common elements and shall contain, if available, cross-liability and co-insurance endorsements or appropriate provisions for the benefit of the Owners, individually and as a group, the members of the Board of Directors, and the management company, if any, insuring each insured against liability to each other insured. The Association shall also carry fidelity coverage against dishonest acts on the part of members of the Board of Directors, Owners, the management company, if any, and any other persons (including volunteers, with an appropriate endorsement, if required) handling funds belonging to or administered by the Association. Such fidelity coverage shall be in an amount approved by the Board of Directors.

C. All premiums upon insurance purchased by the Association pursuant to these by-laws shall be included in the Association's budget in accordance with Subsection 2A, Article VIII hereof, except that the amount of increase over such premiums occasioned by the use, misuse, occupancy or abandonment of a Unit or the Common Elements by an Owner shall be assessed only against such Owner.

D. Proceeds of all insurance policies owned by the Association shall be received by the Association and distributed to the Association, the Owners and their mortgagees (subject to the provisions of these by-laws, the Declaration of Condominium

Regime and the Act) as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium Project shall be required as provided in Article XI of these by-laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction under the Declaration of Condominium Regime and these by-laws shall be applied to such repair or reconstruction.

E. Each Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Board of Directors as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the Master Policy. Without limiting the generality of the foregoing, the Board of Directors as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and to distribute the same to the Association, the Owners and their mortgagees (subject to the provisions of these by-laws, the Declaration of Condominium Regime and the Act) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Owner and the Condominium Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Board of Directors in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Owner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the Condominium Project.

Nothing herein contained shall require or impose a duty on the Association to maintain insurance on personal items of the Owners of the Units, such personal items to include, but not be limited to, jewelry, furniture, household items, or other personal property; such insurance for personal items shall be the sole and express obligation of each Owner.

The responsibility of any amounts not covered by insurance for damages within a Unit shall be that of the Unit Owner where the claim originated. The Association will pay up to two hundred and fifty dollars (\$250.00) of an Unit Owner's insurance deductible if the claim is a result of damages which originate from a Common Element.

ARTICLE XI

RECONSTRUCTION OR REPAIR

Section 1. Damage and Reconstruction.

If less than two-thirds (2/3rds) of the buildings in the Condominium Project (as determined by the vote or written consent of the majority of the Owners representing each of the Units in the exercise of their sole discretion) shall be damaged by fire or any other casualty, then the buildings in the Condominium Project shall be rebuilt or repaired. If more than two-thirds (2/3rds) of the buildings in the Condominium Project (as determined by the vote or written consent of a majority of the Owners representing each or the Units in the exercise of such discretion) shall be damaged by fire or other casualty, then reconstruction shall not be compulsory without the consent of 95% of the Unit Owners. In the event that such Owners

decide not to reconstruct the Condominium Project, the land (more particularly described on Exhibit "A" of the Declaration of Condominium Regime) shall be sold and such sale proceeds along with any insurance proceeds shall be distributed to each Owner and his mortgagee (if such mortgagee has previously been made known to the Association), as their interests may appear, in accordance with each Owner's percentage of value in the Condominium Project.

Section 2. Reconstruction Guidelines.

Any reconstruction or repair of the buildings in the Condominium Project or any Unit located therein shall be substantially in accordance with the Declaration of Condominium Regime and the original plans and specifications for the buildings in the Condominium Project unless 95% of the Unit Owners shall decide otherwise.

Section 3. Owner's Responsibilities.

Each Owner shall be responsible for the reconstruction, repair or replacement of the interior of his Unit, including but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls, furniture, furnishings, decorative light fixtures, and all appliances located therein irrespective of whether or not such appliances are "built-in" to the Unit. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the Condominium Project necessitated by his negligence or misuse, or the negligence or misuse by his family, tenants, guests, agents, servants, employees or contractors. In the event damage to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, but in no event later than sixty (60) days after the date of such damage, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

Section 4. Assessments of Damage.

As soon as possible after the occurrence of a casualty which causes damage to any part of the Condominium Project, for which the Association has insurance coverage (hereinafter referred to as the "Casualty") the Association shall obtain reliable and detailed cost estimates of the following:

- A. The cost of restoring all damage caused by the Casualty to the general and limited common elements (hereinafter referred to as the "Common Element Costs"); and

B. The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs").

All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the Owners by the Association in the following manner:

A. All Owners shall be assessed on the basis of their percentage of value in the Condominium Project as set forth on Exhibit "D" to the Condominium Declaration for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.

B. Each Owner of a damaged Unit shall be assessed an amount equal to the difference between his estimated Unit Costs less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is his estimated Unit Costs and the Denominator of which is the total of all of the estimated Unit Costs.

If actual costs exceed such estimated costs, then an additional assessment shall be made against the Owners by the Association in the above manner based upon actual costs.

Section 5. Eminent Domain.

In the event of any taking of any Unit in the Condominium Project by eminent domain, or private purchase in lieu thereof, the Owner of such Unit and his mortgagee shall be entitled to receive the award for such taking and, after acceptance thereof, if such Owner shall vacate his Unit by virtue of such taking, he and his mortgagee shall be divested of all interest in the Condominium Project. If any repair or rebuilding of the remaining portions of the Condominium Project is required as a result of such taking, a majority of the Owners of each of the Units shall determine by vote or written consent whether to rebuild or repair the Condominium Project or to take such other action as such remaining Owners deem appropriate. If no repair or rebuilding shall be required, or shall be undertaken, then the remaining portion of the Condominium Project shall be resurveyed and the Declaration of Condominium Regime and Exhibit "D" shall be amended to reflect such taking and to proportionately readjust the percentages of value assigned to the remaining Owners based upon a continuing value of the Condominium Project of one hundred percent (100%).

ARTICLE XII

RESTRICTIONS

Section 1. Single Family Use.

No unit in the Condominium Project shall be used for other than single-family residence purposes or co-tenancy purposes so long as there are no more than two individual co-tenants and the Common Elements shall be used only for purposes consistent with the use of a single-family residence.

Section 2. Structural Alterations or Modifications.

No Owner shall make structural alterations or modifications to his Unit or to any of the Common Elements, including, but not limited to, the erection of antennae, aerials, awnings, the placement of any reflective or other material in the windows of the Unit (other than uniform window coverings approved by the Board of Directors) or other exterior attachments without the written approval of the Board of Directors. The Board of Directors shall have the right to authorize any and all structural alteration or modifications, provided, however, the Board of Directors shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium Project and such alterations shall not affect the percentage of value assigned to each Unit Owner on Exhibit "D" to the Condominium Regime. The Board of Directors 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 fails to respond within ninety (90) days, this shall constitute a denial of the request.

Section 3. Rights to Lease.

An Owner may lease his or its Unit for single-family residence purposes. No rooms in a Unit may be rented and no transient tenants accommodated.

Section 4. Nuisance.

No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners. No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium Project. No Owner shall store any dangerous explosive or inflammable liquids or other materials either in his Unit or upon the Common Elements.

Section 5. Signs.

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

Section 6. Pets.

No animals shall be kept except household pets. Such pets may not 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 savage or dangerous animal shall be kept. 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. No pets may be permitted to run loose upon the Common Elements, and 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 on has given its permission therefor., The Board of Directors may levy a fines for documented violations or take such other actions as they determine necessary, in accordance with these Bylaws and Association Rules and Regulations. 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 written notice, by the Board , of their intention to do so.

Section 7. Use of Common Elements.

The Common Elements shall not be used for storage of supplies, personal property, trash or refuse of any kind (except common trash receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Board of Directors of the Association), nor shall the Common Elements be used in any way for the drying, shaking or airing of clothing or other items. Steps, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way nor shall unauthorized persons or pets play therein or thereon or use such areas for other than their intended purposes. In general, no activities shall be conducted nor condition maintained by any Owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium Project.

Section 8. Maintenance.

Each Owner shall maintain his Unit and any limited common elements appurtenant thereto in clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to telephone, water, gas, plumbing, power or other utility systems throughout the Condominium Project and each Owner shall be responsible for his negligence or misuse of any of the Common Elements or of his own facilities resulting in damage to the Common Elements.

Section 9. Rules and Regulations.

Non-discriminatory regulations concerning the use of the Condominium Project shall be promulgated from time to time by the Board of Directors and such regulations, and subsequent regulations duly adopted from time to time, shall be binding on all members of the Association unless duly amended by a majority of the percentage of value assigned to the Owners.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DENNIS E. BURPHREE, one of the General Partners of SAN FELIPE SQUARE TOWNHOMES, LIMITED, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 15th day of July, 1977.

Nancy Ford
Notary Public in and for
Harris County, T E X A S

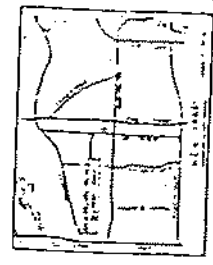
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES R. TREPTON, one of the General Partners of SAN FELIPE SQUARE TOWNHOMES, LIMITED, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 15th day of July, 1977.

Nancy Ford
Notary Public in and for
Harris County, T E X A S

EXHIBIT B.1



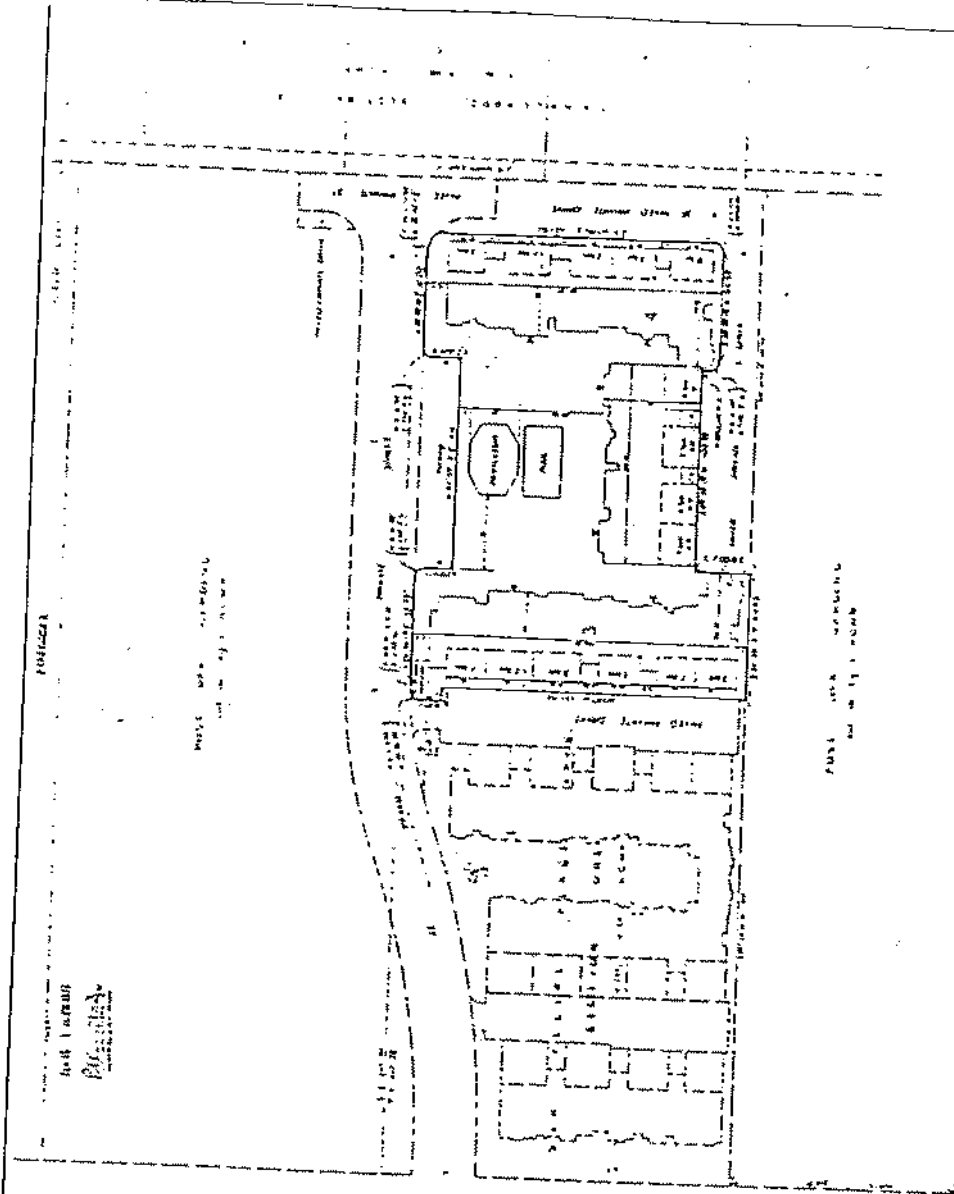
SAN FELIPE PLACE APARTMENTS SECTION TWO

TAKING 0.740 ACRES OUT OF THE 11.74 OF LOT 28,
POST OAK GARRETS, CHAS SAGE DRIVE, A 601,
TARRANT COUNTY, TEXAS

OWNER: SOUTHWEST TEXAS HOMES LIMITED
GENERAL MANAGER: C. JAMES H. HARRIS, JR., A 601

CONTRACTOR: H. H. HARRIS, JR., A 601
ARCHITECT: H. H. HARRIS, JR., A 601

PLANNING: H. H. HARRIS, JR., A 601
ENGINEERING: H. H. HARRIS, JR., A 601



DRIVE BERING

SAN FELIPE

ALL RIGHTS RESERVED BY THE ARCHITECT AND ENGINEER.

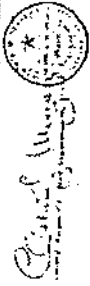
NO PART OF THIS PLAN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE ARCHITECT AND ENGINEER.

THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND ENGINEER AND IS LOANED TO YOU FOR YOUR INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT THE ARCHITECT AND ENGINEER AT THE ADDRESS LISTED BELOW.

[Signature]
 Date: 1/15/77

[Signature]
 Date: 1/15/77



[Signature]

[Signature]



Section 10. Access.

The Association or its agents shall have access to each Unit from time to time during reasonable working hours, upon notice to its Owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent shall also have the right to access to each unit, by whatever means necessary, at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit.

Section 11. Vehicles.

Only operable, noncommercial motor vehicles with current State Registration and State Inspection, 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.

The twelve (12) parking spaces directly north of the pavilion are reserved for guest parking only.

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.

Street parking within the Project is prohibited in Fire Zone area which include driveways to the rear of garages.

Section 12. Enforceability.

The terms of these Bylaws with regard to the restrictive covenants as to the use of the Units and the Common Elements shall be a burden upon the fee title to the property herein described and covered by the Condominium Regime and shall run with the title to the land of same until duly amended by the Association as herein permitted.

ARTICLE XIII

MORTGAGES

Section 1. Notice.

Any Owner who mortgages his interest in a Unit shall, within ten (10) days after the execution of such mortgage, give notice to the Association in writing of the name and address of his mortgagee. Said written notice shall be separately maintained by the Association or by a person designated by the Association. Such Owner shall, in the same manner, notify the Association as to the release or discharge of any such mortgage or the change of name and/or address of such mortgage company.

Section 2. Duties.

The Board of Directors or its managing agent shall perform the following duties within a reasonable time after request and upon payment of a reasonable fee.

A. The Association shall, at the request of any mortgagee of any Unit, report to such mortgagee any unpaid assessments due from the Owner of such Unit to the Association.

B. The Association shall notify each mortgagee of which it has notice of the name of each company insuring the Condominium Project under the Master Policy and the amounts of the coverages thereunder.

ARTICLE XIV

TAXATION

Each Unit shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the building of which such Unit is a part, and independent of the Condominium Project or Common Elements thereof, and each Owner shall be solely responsible for the payment of all taxes, municipal claims, charges and assessments of any nature whatsoever assessed against such Unit. Such payment shall be made prior to the due date of such taxes, municipal claims, charges and assessments.

ARTICLE XV

AMENDMENT

These by-laws (as opposed to the Declaration of Condominium Regime) may be amended by the members of the Association from time to time by approval of a majority of the Owners representing each Unit or by the Board of Directors. Any such amendment may be evidenced by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of a majority of the percentage of values assigned to the Owners in the Condominium Project or the Board of Directors, and such amendment shall be effective upon its recordation in the Condominium Records of Harris County, Texas. The procedure for proposing amendments hereto shall be set by the Board of Directors.

ARTICLE XVI

DEFAULT

Section 1. Compliance.

Failure to comply with the Declaration of Condominium Regime, these by-laws, the Articles of Incorporation or duly adopted rules and regulations of the Association shall con-

stitute an event of default and shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof.

Section 2. Attorneys Fees.

If any attorneys fees are incurred because of an alleged default by any Owner, the Owner shall reimburse the Association for all costs incurred, including without limitation reasonable attorneys' fees.

ARTICLE XVII

BOOKS AND RECORDS

The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts of the administration of the Condominium Project which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. The Association shall maintain the books and records for a period of time not to exceed five (5) years, at which time they will be destroyed. Such books shall be open for inspection by the Owners and their mortgagees during reasonable working hours on weekdays and shall be audited annually by qualified auditors. The cost of such audit shall be an expense of administration of the Condominium Project.

ARTICLE XVIII

SECURITY

THE ASSOCIATION, ITS BOARD OF DIRECTORS AND OFFICERS, ITS MANAGER, EMPLOYEES, AGENTS AND/OR ITS ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION AND RELATED PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. UNIT OWNER AND LESSEE ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE UNIT BEING LEASED, GUESTS AND INVITEES OF ANY UNIT OWNER OR RESIDENT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. UNIT OWNER AND LESSEE, ON

BEHALF OF THEMSELVES. ALL OCCUPANTS OF THE UNIT BEING LEASED, GUESTS AND INVITEES OF AN UNIT OWNER OR LESSEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT AN INSURER AND THAT EACH UNIT OWNER, LESSEE AND OCCUPANT OF ANY UNIT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY UNIT OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Jeff Power

PRESIDENT

ATTEST:

[Handwritten Signature]

SECRETARY

CERTIFICATE OF SUBSTANCE

I, KEN CHOTE, Secretary of San Felipe Square Townhome Association do hereby certify that the above and foregoing Amended and Restated Condominium Bylaws of San Felipe Square Townhomes was approved by the Board of Directors at a meeting held on March 17th, 1995 at which a quorum was present.

[Handwritten Signature]

SECRETARY

EXHIBIT "A"

PROPERTY DESCRIPTION

San Felipe Square Townhomes more particularly defined in the plat recorded under Vol. 241, Page 44, of the Map Records of Harris County, Texas and the Declaration of Condominium Regime San Felipe Square Townhomes, recorded under Clerks File No. E981172, filed in the Official Public Records of Real Property of Harris County, Texas, and any other subdivisions which are subsequently annexed thereto and made subject to the authority of the Association.

EXHIBIT "B"

RECORD OF DEDICATORY INSTRUMENTS FOR SAN FELIPE SQUARE
TOWNHOMES PURSUANT TO PROPERTY CODE §202.006

1. Amended and Restated Condominium By-Laws of San Felipe Square Townhomes
2. Articles of Incorporation of the San Felipe Square Townhomes Association
3. San Felipe Square Condominiums Rules and Regulations and Enforcement Policies

After Recording Return To:

Marc D. Markel
Roberts, Markel & Folger, L.L.P.
2500 City West Blvd., Suite 1350
Houston, Texas 77042

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Notice

CERTIFICATION

U806118

I, the undersigned, pursuant to Texas Property Code §202.006 do hereby certify:

That I am the duly elected and acting Secretary of the San Felipe Square Townhome Association, (hereinafter the "Association") a Texas corporation;

That the attached documents are the current documents that apply to the operation and utilization of property within San Felipe Square Townhomes, a subdivision in Harris County, Texas.

That the property affected by these documents is set out on the attached Exhibit "A".

That the documents which affect the use and operation of San Felipe Square Townhomes are set out on the attached Exhibit "B".

That the attached documents are true and correct copies of the originals.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this the 20 day of November, 2000.

Michele G. Lipscomb
MICHELE G. LIPSCOMB, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME the undersigned authority, on this day personally appeared MICHELE G. LIPSCOMB the Secretary of the San Felipe Square Townhome Association known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she is the person who signed the foregoing document in his/her representative capacity, and that the statements therein contained are true and correct.

Given under my hand and seal of office this the 20th day of November, 2000.

Janet C. Dawes
NOTARY PUBLIC - STATE OF TEXAS

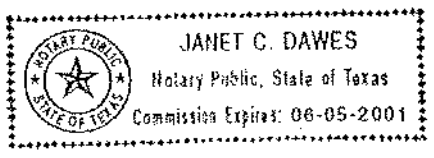


EXHIBIT "A"

TO DECLARATION OF CONDOMINIUM REGIME

CONDOMINIUM BY-LAWS
OF
SAN FELIPE SQUARE TOWNHOMES

ARTICLE I

ORGANIZATIONAL MATTERS

Section 1. Definitions.

All definitions herein contained shall have the same meanings as set forth in the Declaration of Condominium Regime to which these Bylaws are attached, reference being here made for all purposes. All other definitions are expressly set forth elsewhere in this document.

Section 2. Administration.

San Felipe Square Townhomes (hereinafter referred to as the "Condominium Project") shall be administered by an association of all of the Owners of Units or by a non-profit corporation incorporated under the laws of the State of Texas under the name of "San Felipe Square Townhome Association" (herein referred to as the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Condominium Project, the Common Elements and easements appurtenant thereto in accordance with the Declaration of Condominium Regime, to which this Exhibit "A" is attached, these by-laws, the Articles of Incorporation, by-laws and duly adopted rules and regulations of the Association, and the laws of the State of Texas.

Section 3. Members and Voting.

Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

A. Each Owner shall be a member of the Association and no other person or entity shall be entitled to membership. No Owner shall be required to pay any consideration whatsoever solely for his membership in the Association.

B. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium Project.

C. The Association shall have two classes of voting membership:

Class A: Except as provided under "Class B" below, each Owner shall be a Class A member. Each Class A member shall be entitled to one vote for each Unit in which he holds the full fee interest. When the full fee interest in any Unit is held by more than one person, all such persons shall be members, and the vote for such Unit shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B: The Class B member(s) shall be Developer. The Class B member(s) shall be entitled to three (3) votes for each Assessment Unit in which it holds the full fee interest, provided that the Class B membership shall cease upon termination of the Construction Period.

D. No Owner, other than Developer, shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Owner may only be cast by such Owner or by a proxy given by such Owner to his duly authorized representative. If title to a Unit shall be in the name of two or more Owners, any one of such Owners may vote as the Owner of the Unit at any meeting of the Association and such vote shall be binding on such other Owners who are not present at such meeting until written notice to the contrary has been received by the Association in which case the unanimous action of all such Owners (in person or by proxy) shall be required to cast their vote as Owners. If two or more of such Owners are present at any meeting of the Association then unanimous actions shall also be required to cast their vote as Owners.

E. When a quorum is present at any meeting of the Association, the vote of fifty-one percent (51%) or more of the Units represented and qualified to vote and present in person or proxy at such meeting shall decide any question brought before such meeting, unless the question is one upon which by express provision of any statute, the Declaration of Condominium Regime, the Articles of Incorporation of the Association

or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. The Owners present in person or by proxy at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Owners to leave less than a quorum.

F. At all meetings of the Owners cumulative voting shall not be permitted.

ARTICLE II

OFFICES

Section 1. Principal Office.

The principal office of the Association shall be in the City of Houston, Harris County, Texas.

Section 2. Registered Office.

The registered office of the Association required by the Texas Business Corporation Act to be maintained in the State of Texas, may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Place of Meetings.

The meetings of Members of the Association shall be held in Houston, Harris County, Texas, with the place of meetings being set by the Board of Directors of the Association. To the extent possible, said meetings shall be held within the boundaries of San Felipe Square Townhomes.

Section 2. Annual Meeting.

The annual meeting of the Members of the Association, commencing with the year 1978, shall be held each year at 5:00 o'clock P.M. Central Standard Time on the second Tuesday of the month of January, and if such day is a legal holiday, then on the next secular day following at 5:00 o'clock P.M., at which time the

Members shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 3. First Meeting.

The first meeting of the Members of the Association shall be held within ninety (90) days after conveyance by Developer of more than eighty percent (80%) in number of the Units in the Condominium, Project. Until the first meeting of members, the affairs of the Association shall be managed by the Managing Agent as set in the Condominium Declaration or by first Board of Directors named in the Articles of Incorporation of the Association, or their replacements.

Section 4. Special Meeting.

Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by law or by the Articles of Incorporation, may be called by the President, the Board of Directors or one-tenth (1/10) of all of the Members entitled to vote at the meetings. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the call.

Section 5. Notice of Meetings.

Written or printed notice of all meetings of Members stating the place, day and hour thereof, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be personally served upon or mailed to each Member entitled to vote thereat at the address of the Unit owned by the aforesaid Member, or at any other address, provided that prior written notice of the other address is furnished to the Association at least thirty (30) days in advance of the meetings. If any Owner shall fail to give an address to the Association for the mailing of notices, the address of the Unit owned by the Owner shall be deemed to be the address for the giving of notice.

Section 6. Quorum.

Except as otherwise provided by statute, or these bylaws, the presence in person or by proxy of sixty percent (60%) of the Owners qualified to vote shall constitute a quorum for holding any meeting of the members of the Association. If, however, such quorum shall not be present or represented at any meeting of the Owners, the Owners present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. If a quorum shall be present or represented by proxy at such meeting held in lieu of the adjourned meeting(s), any business may be transacted at such meeting as originally notified.

Section 7. Organization.

The President shall preside at all meetings of the Members. In his absence a Vice President shall preside. In the absence of all of these officers any Member or the duly appointed proxy of any Member may call the meeting to order and a chairman shall be elected from among the Members present.

The Secretary of the Association shall act as secretary at all meetings of the Members. In his absence an Assistant Secretary shall so act and in the absence of all of these officers the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. Proxies.

At any meeting of the Members every Member entitled to vote thereat shall be entitled to vote in person or by proxy appointed by instrument in writing executed by such Member or by his duly authorized attorney-in-fact. No appointment of a proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless such proxy otherwise provides. A proxy shall be revocable unless expressly provided therein to be irrevocable and unless otherwise made irrevocable by law.

ARTICLE IV

DIRECTORS

Section 1. Number and Qualification.

The property, business and affairs of the Association shall be managed and controlled by a Board of not more than five (5) Directors who shall be elected annually by the Members. Each Member of the Board of Directors of the Association must be a member of the Association with the exception of the first Board of Directors (and any replacement directors selected by Developer prior to the first meeting of the Association) elected or appointed by the Developer or designated in the Articles of Incorporation of the Association. The number of Directors may be increased or decreased but not to a number less than one (1) by amendment of this Bylaw in the manner provided for the amendment of Bylaws. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

Section 2. Election and Term of Office.

The Directors shall be elected at the annual meeting of the Members (except as provided in Section 5 of this Article) and each Director elected shall hold office until the next annual meeting of the Members and until his successor shall be elected and shall qualify or until his death or until he shall resign or be removed in the manner hereinafter provided.

Section 3. Resignation.

Any Director may resign at any time by giving written notice to the President or Secretary. Such resignation shall take effect at the time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal.

Any Director may be removed at any time either with or without cause and another person may be elected to serve for the remainder of his term at any special meeting of the Members called for the purpose of removal by a vote of a majority of the Owners. In case any vacancy so created shall not be filled by the Members at such meeting, such vacancy may be filled by the Directors as provided in Section 5 of this Article.

Section 5. Vacancies.

If any vacancy shall occur in the Board of Directors such vacancy may, subject to the provisions of Section 4 of this Article, be filled by the affirmative vote of the remaining Directors though less than a quorum of the Board of Directors; provided, however, any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 6. General Powers.

In addition to the powers and authorities expressly conferred upon them by these Bylaws, 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.

Section 7. Compensation.

Directors as such shall not receive any stated salary for their services, but by resolution of the Board a fixed sum for expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board provided that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 8. Advisory Directors.

The Directors of the Association shall have the power and authority to designate not more than twenty (20) individuals to serve as Advisory Directors of the Association. Individuals so designated shall serve for such term and for such compensation as the Directors of the Association shall determine. Advisory Directors shall have no vote, power or authority in the management and control of the Association, but shall serve only for the purpose of giving advice and counsel to the Directors of the Association.

ARTICLE V

MEETING OF DIRECTORS

Section 1. Place of Meetings.

The Directors of the Association shall hold their meetings, both regular and special in Houston, Harris County, Texas. To the extent possible, said meetings shall be held within the boundaries of San Felipe Square Townhomes.

Section 2. Annual Meeting.

The first meeting of each newly elected Board shall be held at such time and place as shall be fixed by the initial Board of Directors or by the vote of the Members at their annual meeting and no notice of such meeting shall be necessary to the newly elected Directors in order legally to constitute the meeting, provided a quorum shall be present, or they may meet at such time and place as shall be fixed by the consent in writing of all of the Directors.

Section 3. Regular Meetings.

Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 4. Special Meetings.

Special meetings of the Board may be called by the President on one (1) day's notice to each Director given either personally, by mail or by telegram. Special meetings shall be called by the President or Secretary in like manner and like notice on the written request of two (2) Directors. Neither the purpose of nor the business to be transacted at any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 5. Quorum and Action.

At all meetings of the Board the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors at any meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, the Articles of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

Section 6. Presumption of Assent to Action.

A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

EXECUTIVE COMMITTEE

Section 1. Membership and Authorities.

The Board of Directors, by resolution adopted by a majority of the whole Board, may designate one (1) or more Directors to constitute an Executive Committee, which Committee to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association, except where action of the full Board of Directors is specified by applicable law, but the designation of such Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law.

Section 2. Minutes.

The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 3. Vacancies.

The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve, the Executive Committee.

ARTICLE VII

OFFICERS

Section 1. Number.

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose additional Vice Presidents and one or more Assistant Secretaries and/or Assistant Treasurers. One person may hold any two or more of said offices except those of President and Secretary.

Section 2. Election, Term of Office and Qualification.

The officers of the Association shall be elected by the Board of Directors at its first meeting after each annual meeting of Members. The Board shall elect a President, one or more Vice Presidents, a Secretary and a Treasurer, none of whom need be a member of the Board. Each officer so elected shall hold office until his successor shall have been duly chosen and qualify or until his death or his resignation or removal in the manner hereinafter provided.

Section 3. Subordinate Officers.

The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such term and have such authority and perform such duties as the Board of Directors may from time to time determine. The Board of Directors may delegate to any committee or officer the power to appoint any such subordinate officer or agent.

Section 4. Resignation.

Any officer may resign at any time by giving written notice thereof to the Board of Directors or to the President or Secretary of the Association. Any such resignation shall take effect at the time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Removal.

Any officer elected or appointed by the Board of Directors may be removed by the Board at any time with or without cause. Any other officer may be removed at any time with or without cause by the Board of Directors or by any committee or superior officer in whom such power of removal may be conferred by the Board of Directors.

Section 6. Vacancies.

A vacancy in any office shall be filled for the unexpired portion of the term by the Board of Directors, but in case of a vacancy occurring in an office filled in accordance with the provisions of Section 3 of this Article, such vacancy may be filled by any committee or superior officer upon whom such power may be conferred by the Board of Directors.

Section 7. The President.

The President shall be the chief executive officer of the Association; the President shall, when present, preside at all meetings of the Members and Directors; shall be ex officio a member of all standing committees, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President may sign, with any other proper officer, any contracts and other documents which the Board of Directors has authorized to be executed, except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or these Bylaws, to some other officer or agent of the Association.

Section 8. The Vice President.

Vice Presidents shall perform the duties as are given to them by these Bylaws and as may from time to time be assigned to them by the Board of Directors or by the President and may sign, with any other proper officer any documents authorized by the Board of Directors. At the request of the President, or in his absence or disability, the Vice President designated by the President (or in the absence of such designation, the senior Vice President) shall perform the duties and exercise the powers of the President.

Section 9. The Secretary.

The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the Executive Committee and standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors as required by law or these Bylaws, be custodian of the corporate records and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the Association, and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

Section 10. Assistant Secretaries.

The Assistant Secretaries shall perform the duties as are given to them by these Bylaws or as may from time to time be assigned to them by the Board of Directors or by the Secretary. At the request of the Secretary, or in his absence or disability, the Assistant Secretary designated by the Secretary (or in the absence of such designation the senior Assistant Secretary) shall perform the duties and exercise the powers of the Secretary.

Section 11. The Treasurer.

The Treasurer shall have the custody and be responsible for all corporate funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to

the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

Section 12. Assistant Treasurers.

The Assistant Treasurers shall perform the duties as are given to them by these Bylaws or as may from time to time be assigned to them by the Board of Directors or by the Treasurer. At the request of the Treasurer, or in his absence or disability, the Assistant Treasurer designated by the Treasurer (or in the absence of such designation the senior Assistant Treasurer) shall perform the duties and exercise the powers of the Treasurer.

Section 13. Treasurer's Bond.

If required by the Board of Directors, the Treasurer and any Assistant Treasurer shall give the Association a bond in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association, provided, however, that the cost of the bond shall be paid for by the Association.

Section 14. Salaries.

The salary or other compensation of officers shall be fixed from time to time by the Board of Directors. The Board of Directors may delegate to any committee or officer the power to fix from time to time the salary or other compensation of officers and agents appointed in accordance with the provisions of Section 3 of this Article.

Section 15. Management.

The Association may provide for independent management of the Condominium Project, with the responsibilities of such management being determined by the Board of Directors. Such independent management may jointly manage the Condominium Project and other property. In such event, the Association shall not be required to bear in excess of its pro rata share (based on the ratio that the number of Units in the Condominium Project bears to the number of total units of whatever type so jointly managed) of such independent management expense. Any agreement for independent professional management of the Condominium Project shall provide that the management contract may be terminated for cause within a period of time not exceeding ninety (90) days' written notice and the term of any such contract shall not exceed three years. Any officer or stockholder of the Association or any Owner (or any of their respective affiliates, nominees, employers or companies) may be employed as the independent management so long as the fees paid to such related party are reasonable

ARTICLE VIII

ASSESSMENTS

Section 1. Expenses.

All costs incurred by the Association, including but not limited to any costs incurred in satisfaction of any liability arising within, caused by or in connection with the Association's operation, maintenance or use of the Condominium Project, costs for insurance, personal property taxes of any tangible personal property of the Condominium Project owned or possessed in common by the Owners, and all other common expenses set forth in the Condominium Declaration shall be Association expenses. All sums received by the Association, including but not limited to all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association, shall be Association receipts.

Section 2. Assessments.

A. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. Such reserves shall include without limitation an adequate reserve fund for the replacement of the Common Elements. The assessment for such year shall be established by the adoption of such annual budget by the Board of Directors of the Association. Copies of such budget shall be delivered to each Owner, although the delivery of a copy of the budget to each Owner shall not affect the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium Project in any fiscal year, then the Board of Directors shall have the authority at any time and from time to time to levy such additional assessment or assessments as it shall deem to be necessary for that purpose.

B. Special assessments, assessments other than those described in Subsection A above, may be made by the Board of Directors of the Association at any time, and from time to time, to meet other needs or requirements of the Association and the Condominium Project including, but not limited to, assessments for costs described herein and capital improvements. However, any such special assessment shall not be levied without the prior approval of at least seventy-five percent (75%) of the Owners representing each of the Units in the Condominium Project.

C. Assessments levied by the Association against each Owner pursuant to Subsection A and/or Subsection B above which are expended on capital expenditures, or which are set aside in a reserve for future repairs or improvements within the Condominium Project (whether or not such repairs or improvements would otherwise be considered capital in nature pursuant to Section 263 of the Internal Revenue Code of 1954, as amended), shall be treated as capital contributions by such Owner to the Association and shall be shown on the books of the Association as such.

The provisions of this Subsection C may be amended by a majority vote of the Board of Directors of the Association if, in the sole discretion of said Board of Directors, such action is necessary to conform to any change in the Internal Revenue Code of 1954, as amended, or any Treasury Regulation or Ruling promulgated thereunder. Notwithstanding anything contained in this Declaration of Condominium Regime to the contrary, any amendment to this Subsection C duly authorized by the Board of Directors of the Association shall not require the consent of any Owner or mortgagee.

Section 3. Apportionment of Assessments.

All assessments levied against the Owner to cover expenses of the Association and the Condominium Project shall be apportioned among and paid by the Owners in accordance with the undivided percentage of value assigned to each Unit according to this Declaration of Condominium Regime without increase or decrease for the existence of any rights with respect to the use of limited common elements appurtenant to such Unit. Assessments shall be due and payable at such times as the Association shall determine, commencing the date of delivery of a deed to a Unit from Developer to subsequent Owner. Prior to such conveyance and the Association Date, as defined in Article IV of the Declaration of Condominium Regime, Developer shall not be obligated to pay any assessments levied against Units owned by Developer, and after the Association Date, Developer shall bear all assessments against Units owned by Developer in accordance with the aggregate percentage of value assigned thereto. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of ten percent (10%) per annum from the due date until paid. Each Owner shall be, and remain, personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with these by-laws, and any unpaid assessments with accrued interest thereon owed with respect to a Unit may, at the option of the Association, be collected out of the sale proceeds of such Unit in accordance with Section 18 of the

Condominium Act of the State of Texas, under Article 1301a of the Texas Revised Civil Statutes (the "Act"). In addition, to the extent permitted by law, unpaid assessments shall become a lien against the Unit and each deed from Developer may expressly retain a Vendor's Lien to secure the payment of all assessments, subject only to: (i) assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on such Unit; and (ii) amounts due under any mortgage instruments duly recorded. Any first mortgagee, upon foreclosure of its lien on a Unit, or upon acceptance of a deed in lieu of foreclosure thereon, shall not be required to pay any unpaid assessments owing on said Unit. Such unpaid assessment lien may be recorded in the Condominium Records of Harris County, Texas, and may be enforced by foreclosure, and the expenses incurred therefor including interest, costs and attorneys' fees shall be chargeable to the Owner in default. Each Owner, by his acceptance of a deed to a Unit, shall expressly vest in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property as provided in Article 3810 of the Texas Revised Civil Statutes, and such Owner by acceptance of a deed to a Unit expressly grants to the Association a power of sale in connection with said lien, and agrees to the creation of (and by the acceptance of the deed grants) a Vendor's Lien to secure the payment of the assessments. The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Owners. The Association acting on behalf of the Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to treat the proceeds of any such lease, mortgage or conveyance in the same manner as assessments hereunder.

Section 4. No Exemption.

No Owner may exempt himself from liability for his contribution toward the expenses of the Association and the Condominium Project by waiver of the use or enjoyment of any of the Common Elements or by the abandonment, sale or other disposition of his Unit.

Section 5. Enforcement.

The Association may, in addition to its rights under Section 3 hereof and Section 18 of the Act, enforce collection of delinquent assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees shall be chargeable to the Owner in default. The Association may also discontinue the furnishing of any utilities

or other services to an Owner in default of his obligations to the Association or other Owners as set forth herein upon seven (7) days written notice to such Owner of its intent to do so. An Owner in default of his obligations to the Association or other Owner as set forth herein shall not be entitled to vote at any meeting of the Association so long as such default is in existence, and such defaulting Owner's name shall be placed in the announcements of the Association or on a bulletin board of the Association.

ARTICLE IX

OWNER ACTION

Without limiting the other legal rights of any Owner or the Association, legal action may be brought by the Association in its sole discretion on behalf of two (2) or more Owners as their respective interests may appear with respect to any cause of action relating to the Common Elements of more than one (1) Unit.

ARTICLE X

INSURANCE

The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, and, if required by law, workmen's compensation insurance (hereinafter referred to as the "Master Policy"), and shall carry such other and additional insurance as the Board of Directors may deem advisable or necessary in its sole discretion with respect to the Condominium Project, the officers and directors of the Association and the Association's administration thereof in accordance with the following provisions:

A. The Master Policy shall be purchased by the Association for the benefit of the Association, the Owners and their mortgagees as their interests may appear (subject to the provisions of these by-laws, the Declaration of Condominium Regime and the Act), and provision shall be made for the issuance of appropriate mortgagee endorsements to the mortgagees of the Owners. The Owners shall obtain insurance coverage upon their personal property at their own expense. The Association and the Owners shall use their best efforts to see that all property and liability insurance carried by an Owner or the Association shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Owners or the Association and the respective tenants, servants, agents, and guests of the Owners or the Association, as the case may be.

B. All buildings, improvements, personal property of the Condominium Project and other Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value thereof, excluding the cost of excavations, foundations and footings, as determined annually by the Board of Directors of the Association; provided, however, such amount shall be not less than eighty percent (80%) of the maximum insurable value (based upon replacement cost). The Association may, in its sole discretion, elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The Association shall use its best efforts to see that the liability insurance carried by the Association shall cover the common elements and shall contain, if available, cross-liability and co-insurance endorsements or appropriate provisions for the benefit of the Owners, individually and as a group, the members of the Board of Directors, and the management company, if any, insuring each insured against liability to each other insured. The Association shall also carry fidelity coverage against dishonest acts on the part of members of the Board of Directors, Owners, the management company, if any, and any other persons (including volunteers, with an appropriate endorsement, if required) handling funds belonging to or administered by the Association. Such fidelity coverage shall be in an amount equal to one and one-half times the estimated annual expenses and reserves of the Association.

C. All premiums upon insurance purchased by the Association pursuant to these by-laws shall be included in the Association's budget in accordance with Subsection 2A, Article VIII hereof, except that the amount of increase over such premiums occasioned by the use, misuse, occupancy or abandonment of a Unit or the Common Elements by an Owner shall be assessed only against such Owner.

D. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Owners and their mortgagees (subject to the provisions of these by-laws, the Declaration of Condominium Regime and the Act) as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium Project shall be required as provided in Article XI of these by-laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction under the Declaration of Condominium Regime and these by-laws shall be applied to such repair or reconstruction.

E. Each Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the Master Policy. Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefor, to collect proceeds and to distribute the same to the Association, the Owners and their mortgagees (subject to the provisions of these by-laws, the Declaration of Condominium Regime and the Act) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Owner and the Condominium Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Owner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the Condominium Project.

Nothing herein contained shall require or impose a duty on the Association to maintain insurance on personal items of the Owners of the Units, such personal items to include, but not be limited to, jewelry, furniture, household items, or other personal property; such insurance for personal items shall be the sole and express obligation of each Owner.

ARTICLE XI

RECONSTRUCTION OR REPAIR

Section 1. Damage and Reconstruction.

If less than two-thirds (2/3rds) of the buildings in the Condominium Project (as determined by the vote or written consent of the majority of the Owners representing each of the Units in the exercise of their sole discretion) shall be damaged by fire or any other casualty, then the buildings in the Condominium Project shall be rebuilt or repaired. If more than two-thirds (2/3rds) of the buildings in the Condominium Project (as determined by the vote or written consent of a majority of the Owners representing each of the Units in the exercise of such discretion) shall be damaged by fire or other casualty, then reconstruction shall not be compulsory without the unanimous consent of each Owner and each mortgagee. In the event that such Owners decide not to reconstruct the Condominium Project, the land (more particularly described on Exhibit "A" of this Declaration of Condominium Regime) shall be sold and such sale proceeds

along with any insurance proceeds shall be distributed to each Owner and his mortgagee, as their interests may appear, in accordance with each Owner's percentage of value in the Condominium Project.

Section 2. Reconstruction Guidelines.

Any reconstruction or repair of the buildings in the Condominium Project or any Unit located therein shall be substantially in accordance with the Declaration of Condominium Regime and the original plans and specifications for the buildings in the Condominium Project unless the Owners and their mortgagees shall unanimously decide otherwise.

Section 3. Owner's Responsibilities.

Each Owner shall be responsible for the reconstruction, repair or replacement of the interior of his Unit, including but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls, furniture, furnishings, decorative light fixtures, and all appliances located therein irrespective of whether or not such appliances are "built-in" to the Unit. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the Condominium Project necessitated by his negligence or misuse, or the negligence or misuse by his family, tenants, guests, agents, servants, employees or contractors. In the event damage to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, but in no event later than sixty (60) days after the date of such damage, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

Section 4. Assessments of Damage.

As soon as possible after the occurrence of a casualty which causes damage to any part of the Condominium Project for which the Association has insurance coverage (hereinafter referred to as the "Casualty") the Association shall obtain reliable and detailed cost estimates of the following:

A. The cost of restoring all damage caused by the Casualty to the general and limited common elements (hereinafter referred to as the "Common Element Costs"); and

B. The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs").

All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the Owners by the Association in the following manner:

A. All Owners shall be assessed on the basis of their percentage of value in the Condominium Project as set forth on Exhibit "D" to the Condominium Declaration for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.

B. Each Owner of a damaged Unit shall be assessed an amount equal to the difference between his estimated Unit Costs less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is his estimated Unit Costs and the Denominator of which is the total of all of the estimated Unit Costs.

If actual costs exceed such estimated costs, then an additional assessment shall be made against the Owners by the Association in the above manner based upon actual costs.

Section 5. Eminent Domain.

In the event of any taking of any Unit in the Condominium Project by eminent domain, or private purchase in lieu thereof, the Owner of such Unit and his mortgagee shall be entitled to receive the award for such taking and, after acceptance thereof, if such Owner shall vacate his Unit by virtue of such taking, he and his mortgagee shall be divested of all interest in the Condominium Project. If any repair or rebuilding of the remaining portions of the Condominium Project is required as a result of such taking, a majority of the Owners of each of the Units shall determine by vote or written consent whether to rebuild or repair the Condominium Project or to take such other action as such remaining Owners deem appropriate. If no repair or rebuilding shall be required, or shall be undertaken, then the remaining portion of the Condominium Project

shall be resurveyed and the Declaration of Condominium Regime and Exhibit "D" shall be amended to reflect such taking and to proportionately readjust the percentages of value assigned to the remaining Owners based upon a continuing value of the Condominium Project of one hundred percent (100%).

ARTICLE XII

RESTRICTIONS

Section 1. Single Family Use.

No Unit in the Condominium Project shall be used for other than single-family residence purposes or co-tenancy purposes so long as there are no more than two individual co-tenants and the Common Elements shall be used only for purposes consistent with the use of single-family residence; provided, however, a Unit selected by Developer may be used as a sales office during Developer's sales program.

Section 2. Structural Alterations or Modifications.

No Owner shall make structural alterations or modifications to his Unit or to any of the Common Elements, including the erection of antennae, aerials, awnings, the placement of any reflective or other material in the windows of the Unit (other than uniform window coverings approved by the Board of Directors) or other exterior attachments without the written approval of the Association. The Association shall have the right to authorize any and all structural alteration or modifications, provided, however, the Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium Project and such alterations shall not affect the percentage of value assigned to each Unit Owner on Exhibit "D" to the Condominium Regime.

Section 3. Right to Lease.

An Owner or the Developer may lease his or its Unit for single-family residence purposes. No rooms in a Unit may be rented and no transient tenants accommodated.

Section 4. Nuisance.

No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners. No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements

anything that will increase the rate of insurance on the Condominium Project. No Owner shall store any dangerous explosive or inflammable liquids or other materials either in his Unit or upon the Common Elements.

Section 5. Signs.

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

Section 6. Pets.

No animals shall be kept except household pets. Such pets may not 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 savage or dangerous animal shall be kept. No more than one household pet may be kept without written permission of the Board of Directors of the Association which shall not be unreasonably withheld. No pets may be permitted to run loose upon the Common Elements, and 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 for any loss, damage, cost or liability which the Association may sustain or which may be claimed against the Association as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Notwithstanding the generality of the foregoing, after (i) repeated violations of this provision, (ii) ten (10) days prior written notice to the Owner of such pet(s), and (iii) an opportunity for such Owner to have a hearing before the Board of Directors, 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.

Section 7. Use of Common Elements.

The Common Elements shall not be used for storage of supplies, personal property, trash or refuse of any kind (except common trash receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Board of Directors of the Association), nor shall the Common Elements be used in any way for the drying, shaking or airing of clothing or other items. Stairs, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way nor shall unauthorized persons or pets play therein or thereon or use such areas for other than their intended purposes. In general, no activities shall be conducted nor condition maintained by any Owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium Project.

Section 8. Maintenance.

Each Owner shall maintain his Unit and any limited common elements appurtenant thereto in clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the central air-conditioning and heating, telephone, water, gas, plumbing, power or other utility systems throughout the Condominium Project and each Owner shall be responsible for his negligence or misuse of any of the Common Elements or of his own facilities resulting in damage to the Common Elements.

Section 9. Rules and Regulations.

Non-discriminatory regulations concerning the use of the Condominium Project shall be promulgated from time to time by the Developer or the Board of Directors of the Association and such regulations, and subsequent regulations duly adopted from time to time, shall be binding on all members of the Association unless duly amended by a majority of the percentage of value assigned to the Owners.

Section 10. Access.

The Association or its agents shall have access to each Unit from time to time during reasonable working hours, upon notice to its Owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. If requested by the Association, each Owner shall furnish to the Board of Directors of the Association a duplicate key to the entrance door to his Unit and shall furnish a new duplicate key upon any change of locks thereto.

Section 11. Vehicles.

Vehicles not in operating condition shall not be parked upon the premises of the Condominium Project (except in an assigned parking space). No parking space shall 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 vehicle therein.

Section 12. Sales Office.

None of the restrictions contained in this Article XII shall apply to the sales office, sales models and other commercial activities or signs or billboards, if any, of Developer during the sales period of the Condominium Project or of the Association in

furtherance of its powers and purposes set forth herein and/or in its Articles of Incorporation and by-laws as the same may be amended from time to time, including without limitation the power of the Association to own a Unit for the use and enjoyment of the resident manager of the Condominium Project.

Section 13. Enforceability.

The terms of these Bylaws with regard to the restrictive covenants as to the use of the Units and the Common Elements shall be a burden upon the fee title to the property herein described and covered by the Condominium Regime and shall run with the title to the land of same until duly amended by the Association as herein permitted.

ARTICLE XIII

MORTGAGES

Section 1. Notice.

Any Owner who mortgages his interest in a Unit shall, within ten (10) days after the execution of such mortgage, give notice to the Association in writing of the name and address of his mortgagee and the amount secured by said mortgage, and the Association shall maintain such information in a book entitled "Mortgages of Units". Said written notice shall be separately maintained by the Association or by a person designated by the Association. Such Owner shall, in the same manner, notify the Association as to the release or discharge of any such mortgage.

Section 2. Duties.

The Association shall perform the following duties within a reasonable time after request and upon payment of a reasonable fee not to exceed \$25.00 for each request.

A. The Association shall, at the request of any mortgagee of any Unit, report to such mortgagee any unpaid assessments due from the Owner of such Unit to the Association.

B. The Association shall notify each mortgagee appearing in the book described in Section 1 of this Article XIII of the name of each company insuring the Condominium Project under the Master Policy and the amounts of the coverages thereunder.

C. The Association shall notify each mortgagee appearing in the book described in Section 1 of this Article XIII of any default by any Owner in the performance of such Owner's obligations hereunder which is not cured within sixty (60) days from the date of such default.

ARTICLE XIV

TAXATION

Each Unit shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the building of which such Unit is a part, and independent of the Condominium Project or Common Elements thereof, and each Owner shall be solely responsible for the payment of all taxes, municipal claims, charges and assessments of any nature whatsoever assessed against such Unit. Such payment shall be made prior to the due date of such taxes, municipal claims, charges and assessments.

ARTICLE XV

AMENDMENT

These by-laws (as opposed to the Declaration of Condominium Regime of which they are a part) may be amended by the members of the Association from time to time by approval of a majority of the Owners representing each Unit unless otherwise provided herein, or in the Act. Any such amendment may be evidenced by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of a majority of the percentage of values assigned to the Owners in the Condominium Project, and such amendment shall be effective upon its recordation in the Condominium Records of Harris County, Texas. The procedure for proposing amendments hereto shall be set by the Board of Directors.

ARTICLE XVI

DEFAULT

Section 1. Compliance.

Failure to comply with the Declaration of Condominium Regime, these by-laws, the Articles of Incorporation or by-laws or duly adopted rules and regulations of the Association shall constitute an event of default and shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof.

Section 2. Attorneys Fees.

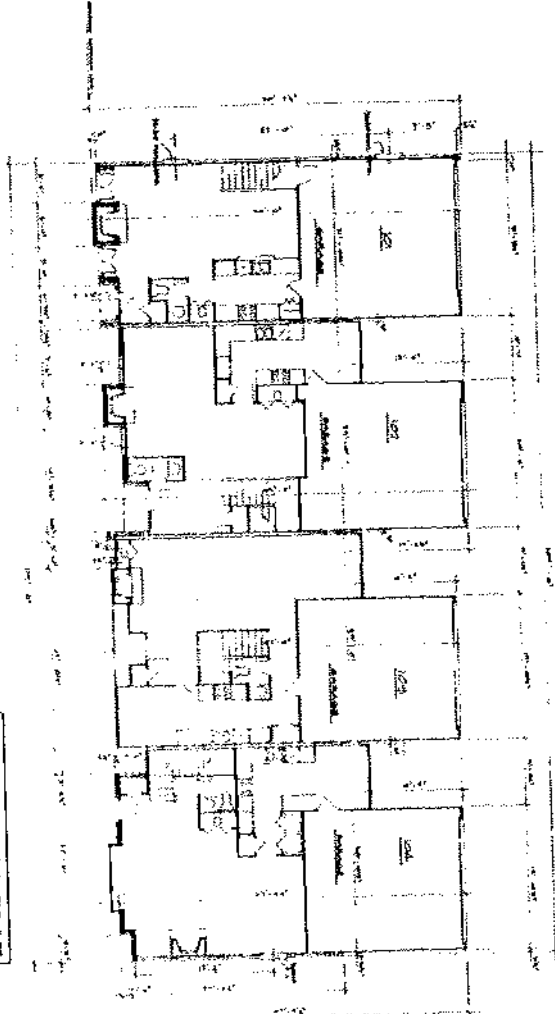
In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding including without limitation reasonable attorneys' fees.

ARTICLE XVII

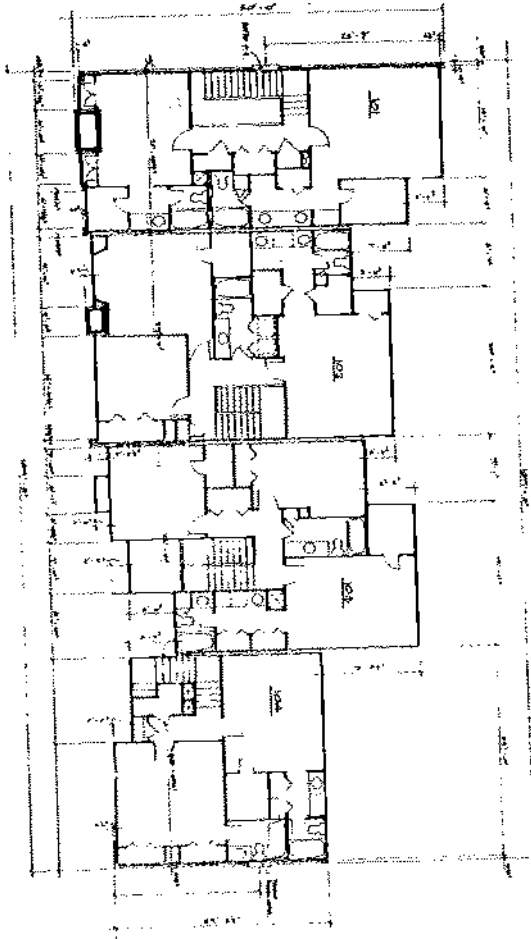
BOOKS AND RECORDS

The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts of the administration of the Condominium Project which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. Such books shall be open for inspection by the Owners and their mortgagees during reasonable working hours on weekdays and shall be audited annually by qualified auditors. The cost of such audit shall be an expense of administration of the Condominium Project.

DATE	18/01/07
BY	JANIS D.B.
NO.	100
REV.	03/07/04



**BLDG. I
FIRST FLOOR PLAN**



**BLDG. I
SECOND FLOOR PLAN**

REVISIONS

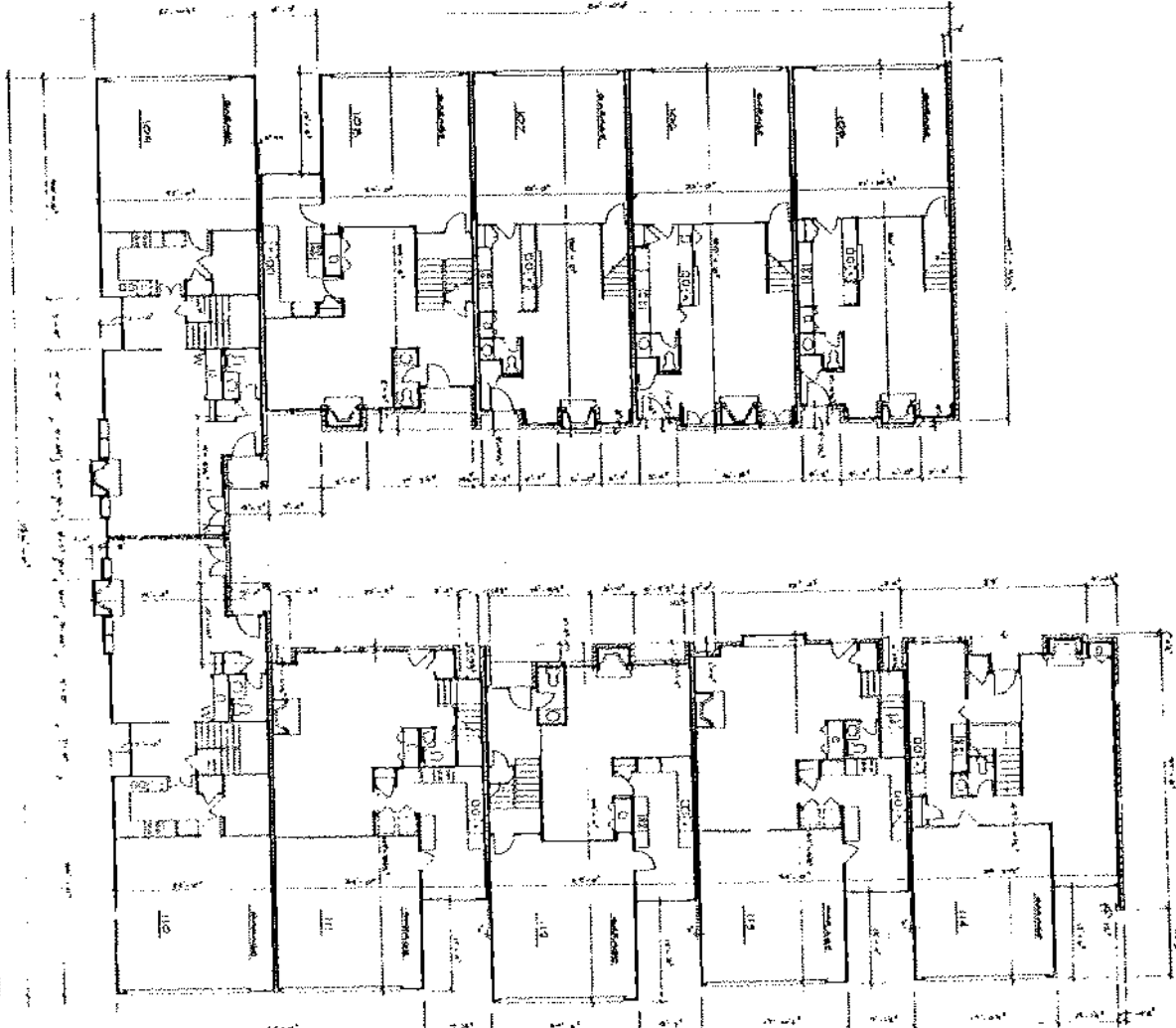


EXHIBIT B-2
 COMMISSION OF DRAWN BY
 DATE: 1/1/07 CHECKED BY:

LANGWITH WILSON KING & HOUSE
 ARCHITECTS AND PLANNERS AIA HOUSTON TEXAS



UNIT NO.	NET INTERIOR SQ. FOOTAGE
105	1847.01
106	1846.04
107	1846.05
108	1846.06
109	1846.07
110	1846.08
111	1846.09
112	1846.10
113	1846.11
114	1846.12



BLDG. I
FIRST FLOOR PLAN

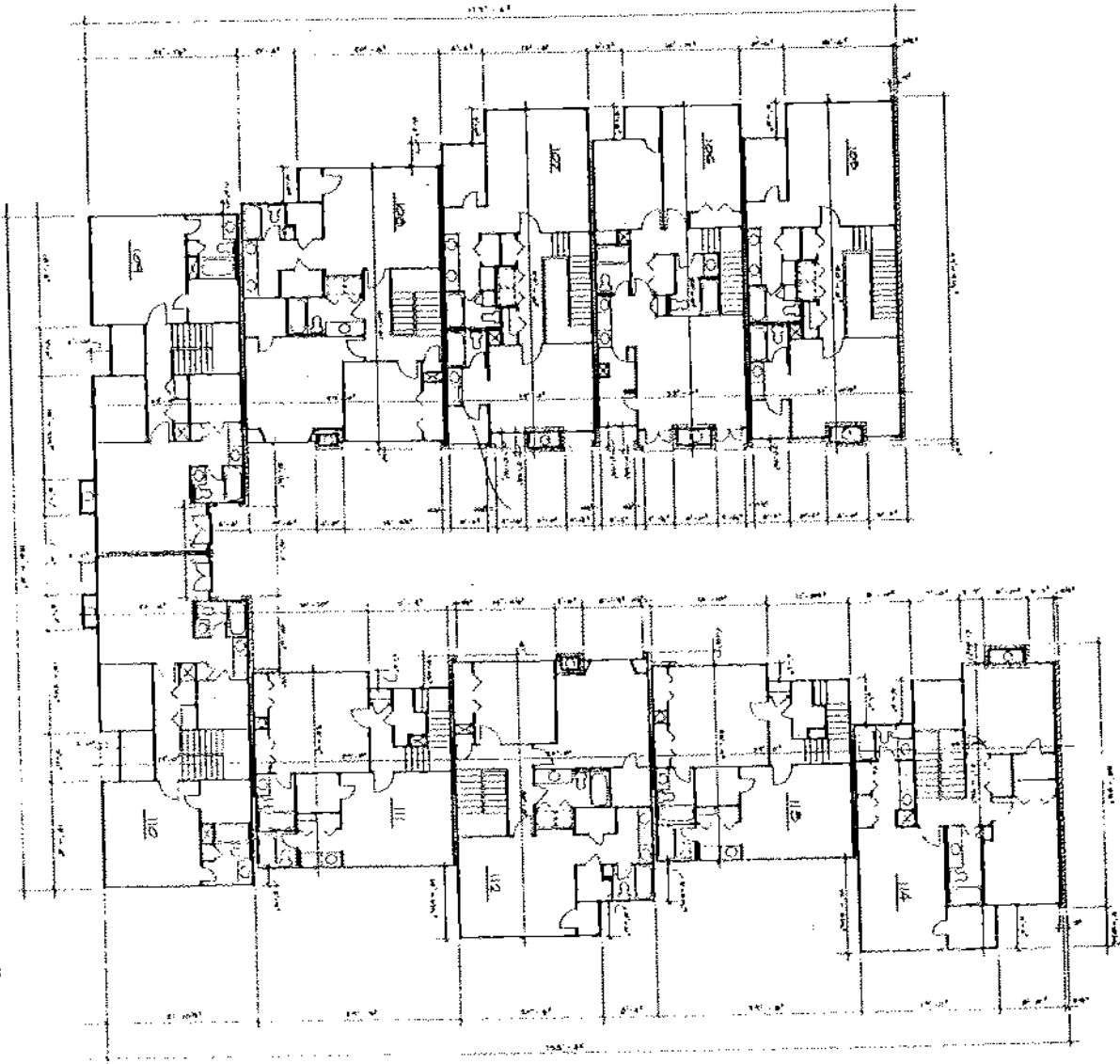
REVISION



EXHIBIT B-3
 COMMISSIONED BY: DATE: 1/1/74
 DRAWN BY: CHECKED BY:

LANGWITH WILSON KING & HOUSE
 ARCHITECTS AND PLANNERS AIA HOUSTON TEXAS





BLOCK II
SECOND FLOOR PLAN



REVISION



EXHIBIT B-4
COMMISSIONED BY: _____ DRAWN BY: _____
DATE: 10/13/88 CHECKED BY: _____

LANGWITH WILSON KING & HOUSE
ARCHITECTS AND PLANNERS AIA HOUSTON TEXAS



EXHIBIT "C"

<u>Building I</u>	<u>Percentage Interest in Common Elements</u>
Unit # I-101	.0687
I-102	.0774
I-103	.0751
I-104	.0647

<u>Building II</u>	
Unit # II-105	.0687
II-106	.0676
II-107	.0687
II-108	.0774
II-109	.0749
II-110	.0749
II-111	.0647
II-112	.0774
II-113	.0647
II-114	.0751

The above percentage interests are based on the ratio of the number of square feet to be contained in each Unit to the number of square feet contained in all of the Units and may be diluted or revised all as more fully set forth in Article 2.5 of the Condominium Declaration.

EXHIBIT "D"

The following described property to the extent that it is not the same property described in a plat recorded under File No. 241, Page 44 of the Map Records of Harris County, Texas:

TRACT I:

A tract or parcel of land, containing 101,121 square feet, in Lot Twenty-eight (28) and Lot Thirty (30) of Post Oak Gardens, a subdivision recorded in Volume 16, Page 1, of the Map Records of Harris County, Texas, said tract or parcel being more particularly described as follows:

BEGINNING at an iron rod in the East right-of-way line of Bering Drive 60 feet wide said rod being located 171.02 feet North of the Southwest corner of Lot 28 in Post Oak Gardens;

THENCE along the East right-of-way line of Bering Drive, North 198.64 feet to an iron rod for corner;

THENCE North 89 degrees 59 minutes 19 seconds East 508.96 feet to an iron rod for corner;

THENCE along the East line of Lots 30 and 28, South 00 degrees 03 minutes 46 seconds East 198.64 feet to an iron rod for corner;

THENCE South 89 degrees 59 minutes 19 seconds West 509.18 feet to the PLACE OF BEGINNING containing 101,121 square feet of land.

TRACT II:

A tract or parcel of land, containing 72,930 square feet, in Lot Thirty (30) of Post Oak Gardens, a subdivision recorded in Volume 16, Page 1, of the Map Records of Harris County, Texas, said tract or parcel being more particularly described as follows:

BEGINNING at an iron rod in the East right-of-way line of Bering Drive 60 feet wide, said iron rod being located 369.66 feet North from the Southwest corner of Lot 28 of Post Oak Gardens;

THENCE along the East right-of-way line of Bering Drive, North 143.36 feet to an iron rod for corner;

THENCE East 508.81 feet to a point for corner;

THENCE along the East line of Lot 30, South 00 degrees 03 minutes 46 seconds East, at 1.08 feet past an iron rod in all 143.26 feet to an iron rod for corner;

THENCE South 89 degrees 59 minutes 19 seconds West 508.96 feet to the PLACE OF BEGINNING containing 72,930 square feet of land.