

SECRETARY'S CERTIFICATE OF
17TH STREET CONDOMINIUM OWNERS ASSOCIATION, INC.

Y988734
12/28/05 10101016

\$20.00

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the duly elected, qualified, and acting Secretary of 17th Street Condominium Owners Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration" recorded under County Clerk's File No. W287624 of the Real Property Records (Condominium Records) of Harris County, Texas; the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the following are true, correct and genuine copies of the following described original documents attached hereto as indicated herein below:

1. 17th Street Condominium Rules and Regulations effective as of September 1, 2005 attached hereto as Exhibit "A" which supersedes and replaces any prior existing Rules and Regulations.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 13 day of December, 2005.

Dave M. Browning
Dave M. Browning, Secretary of 17th Street
Condominium Owners Association, Inc., a Texas
non-profit corporation

FILED FOR RECORD
8:00 AM
DEC 28 2005

Doug A. Hefner
County Clerk, Harris County, Texas

CG:17thStreetSecretary's Certificate

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17TH STREET CONDOMINIUMS
RULES AND REGULATIONS

Introduction and Non Compliance Process

The following rules and regulations have been adopted by the Board of Directors ("the Board") of the 17th Street Condominiums Owners Association Inc ("Association"). Owners are required to ensure that they, as well as their tenants and guests, comply with these rules and regulations. The Board of Directors is empowered by the Declaration and the Bylaws to enforce compliance by appropriate means. Additionally, Section 82.102 of the Texas Uniform Condominium Act grants the Board the authority to impose fines for violations of the Declaration, Bylaws and rules of 17th Street Condominiums. By action of the Board on June 28, 2005 the following compliance policy is effective September 1, 2005.

Non Compliance Process: Owners and/or tenants found in violation of these rules and regulations or any provision of the Condominium Declaration or Association Bylaws, subject themselves to a fine. The amount of the fine is determined by the type of violation and is listed herein. Imposition of the fine may be based upon the observation of the infraction by any member of the Board, by the Association's Managing Agent, or by any one else as allowed by law and subsequently approved by the Board. If the violation continues beyond the first day on which it is observed, additional fines may be imposed for each day the violation remains uncorrected.

First violation by an owner and/or tenants constitutes a verbal warning by any member of the Board or by the Association's Managing Agent. If the owner and/or tenants do not cure the violation within a reasonable time frame, a certified letter will be sent detailing the violation, the amount of the fine and a reasonable timeframe to cure the violation and to avoid the fine. If the owner and/or tenants do not cure the violation within the specified timeframe, the fine will be imposed.

When a fine is imposed, the unit owner will be given written notice that describes the violation and states the amount of the proposed fine. No later than the thirtieth (30th) day after the date of the notice, the unit owner may request a hearing in writing before the Board to contest the fine or damage charge. Written request for a hearing must be given to the Managing Agent for 17th Street Condominiums. The Managing Agent will forward the request to the Board.

The unit owner, within the Board's discretion, may be allowed a reasonable time and be given a specified date by which to cure the violation and to avoid the fine, unless the unit owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months. The imposition of a fine does not preclude the Association from exercising its rights, under the provisions of the Condominium Declaration and applicable law, to enforce compliance through appropriate legal action.

The powers and duties of the Board are not limited to this document as per the Condominium Declaration.

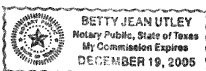
EXHIBIT
"A"

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THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of December, 2005, by Dave M. Browning, Secretary of 17th Street Condominium Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Betty Jean Utley
Notary Public in and for the State of Texas

RECORD AND RETURN TO:
Frank, Elmora, Lievens,
Chesney & Turek, L.L.P.
Attn: Richard C. Lievens
808 Travis, Suite 2600
Houston, Texas 77002

OFFICE OF
REVERLY B. KLEINMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 194166

17TH STREET CONDOMINIUM OWNERS
ASSOCIATION INC. SECRETARY
CERTIFICATE

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REDUCTIONS: 4X CAMERA DESIGNATION: MING

Noncompliance Fines

The fine for noncompliance with the rules is \$100.00 unless otherwise stated.

Endangerment of Property or Persons:

- A. Any form of outdoor cooking must be located at least ten (10) feet from the buildings and any other structures, which includes but is not limited to the fences, vehicles and staircases pursuant to the City on Houston Fire Code. The use of an outdoor cooking device at any other location on the Association's property is strictly prohibited. Outdoor cooking devices must be either propane or electric. The use of charcoal cooking devices is prohibited. When a cooking device is used it may remain out until cooled, then it must be stored properly. Cooking devices are not to be left out (not stored properly) overnight.

- B. Storage of gasoline or any other flammable or explosive agent in any Unit or the Common Elements is prohibited.

Fine for Endangerment of Property or Persons: \$300.00. No opportunity to cure this violation will be given before the fine is imposed.

Community Integrity:

The value of the property at 17th Street Condominiums is dependent on everyone's ensuring the integrity of the property. This includes maintaining the building, grounds and the reputation of the property as a friendly, pleasant, and safe community in which we live. No amount of work or expense can keep 17th Street Condominiums viable, unless each resident helps.

- A. No Owner shall occupy or use the Owner's unit for any purpose other than as a private residence. All Units shall be limited to no more than four (4) people per two story unit, and two (2) people per one story unit, excluding children under the age of three (3) years. A guest who visits a residence may stay for no more than one (1) month in any six (6) month period.

B. Security

1. Owners and/or tenants shall use extreme care to keep all gates, particularly the gates on the Heights Blvd side of the property and the parking gates, closed and locked at all times.

C. Common Elements:

1. There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.
2. No trash, waste, gasoline, kerosene, cleaning solvents or other flammable liquids are permitted in the Common Elements.
3. No loud, obnoxious or offensive activity or anything that may become an annoyance or nuisance to the other Owners.
4. No yard or garage sales of any personal property shall be conducted in or on the Common Elements.

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5. No glass containers are permitted within the Common Elements of the Property.
6. No guest will be permitted in any of the Common Elements unless accompanied by an Owner.
7. Owners shall be responsible for cleaning up Common Elements after their use by Owner and any guest of Owner.
8. Nothing shall be altered or constructed in or removed from the Common Elements, except with the consent of the Board.

D. Architectural Standards:

1. No signs of any kind shall be displayed in the public view on or from any Unit or the Common Elements without the prior written consent of the Board, except a sign advertising the property for sale.
2. Nothing objectionable will be allowed to be displayed in the windows. The majority of the Board will decide what is objectionable.
3. Patios and/or balconies cannot be used for storage. Towels, linens, and articles of clothing cannot be hung on the patio and/or balcony railing or other areas. Bicycles and/or barbecue grills are not allowed on patios or balconies. The use of cooking grills on patios and/or balconies is prohibited.

E. Swimming Pool Rules:

The swimming pool is for the convenience and enjoyment of the residents. We ask that you do no play music at a disturbing volume and that your presence at the pool is not disturbing or offensive to others.

1. The following rules shall apply to the use of the pool:
 - Warning: No Lifeguard on duty, swim at your own risk
 - Pool hours are 8:00 am to 10:00 pm
 - Children under the age of sixteen (16) must be accompanied by an adult at all times
 - No running or horseplay in pool area
 - Absolutely no diving allowed
 - All gates around the pool must be kept closed
 - No alcohol shall be consumed in the pool
 - No glass containers allowed in pool or pool area
 - No pets permitted in the pool
 - Swimmers must wear conventional swimsuits
2. Alcohol, in moderation, may be consumed in the pool area, but not in the pool.

F. Parking Area Regulations:

1. Each unit has one (1) assigned parking space.
2. All automobiles or other motor vehicles parked on the Property must be in working order, with current registration, vehicle inspection stickers and properly insured. No maintenance or upkeep of motor vehicles is allowed on the Property. No RV's, trailers or large trucks are allowed on the Property for more than 24 hours in each calendar month.
3. Parking spaces may not be used as storage spaces for household or other items.

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4. Nuisance or unreasonable disturbance are define as follows:

- a. Offensive odor
- b. Noises of sufficient volume or duration to disturb residents
- c. Unsanitary, dangerous or offensive conditions that could be a hazard
- d. Running at large on the property
5. All dogs must be leashed at all times while on the Property.
6. Pets will never be allowed to defecate within the perimeter of the access gates. Outside the gates, Owners must clean up after their animals, should the animal defecate on the Property.
7. No pets are permitted in the pool.

L. Noncompliance Penalties for Pet Regulations

1. First violation: The pet owner will be notified of the violation informally with a verbal warning in effort to obtain voluntary compliance.
2. Second violation: The pet owner will be given written notice of the violation and will be fined \$100.00.
3. Third violation: The pet owner will be will be given written notice and will be fined \$250.00.
4. Fourth violation: The pet owner's privilege to keep a pet on the property may be revoked and the pet may be permanently removed from the property within ten (10) days.

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G. Trash Removal

1. Owners and/or tenants must carry their own trash to the trash cans provided. Trash shall, at no time, be left outside of a Unit, within the Common Elements, or next to the Property. Boxes must be broken down before being put in the trash cans. Trash can lids must be able to close properly; DO NOT overfill.
2. Garbage collection is on Mondays. Trash cans are put out by the curbs on 17th St. on Sunday evenings, and then returned, after trash pick up, on Monday. Voluntary participation is requested of all Owners to take turns putting out the trash. Two (2) Units are assigned per month. Garbage rotation schedules will be provided to each owner and/or tenant by the Board on an annual basis.

H. Leasing of Units

1. An owner may not lease his or her unit for a term of fewer than six (6) months.
2. Unit owners must give their tenants a copy of the Declaration, the Bylaws, and the current Rules and Regulations of the Association before the tenants occupy a unit. Unit owners shall be held responsible for any and all violations of the Declaration, Bylaws, or Rules and Regulations by their tenants.
3. Owners who lease their unit must obtain from the tenant a signed copy of the agreement to abide by all of the Association's Rules and Regulations. A copy of this agreement must be submitted to the Board.

I. Owner Information Sheets

For use in emergency situations, the property manger must be provided a completed Owner Information Sheet on each owner. If an owner leases his/her unit, the owner must provide a copy of the lease attached to the owner information sheet before such tenants move in.

J. General Rules:

1. All moving in or out must take place between the hours of 8:00 am and 8:00 pm.
 - a) Due to the assigned parking at the Property, and the limited amount of open parking, it is necessary to block off an area nearest to the unit. Please contact the Property Manager to coordinate your move.
2. Owners shall be responsible for the behavior of their guest at all times.
3. No fireworks of any kind will be allowed on the Property.
4. Only authorized personnel are allowed on the roof.

K. Pet Regulations:

1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units.
2. No owner and/or tenant is allowed to have more than two (2) dogs weighing, at maturity, more than twenty (20) pounds each, or two (2) cats, or two (2) of any combination of pets will be allowed in any Unit at any time.
3. Pets that cause or create a nuisance or a disturbance that interferes with an owner's and/or tenants rest or peaceful enjoyment of their home or the common elements may be permanently removed from the property after the notification process has been exhausted. If the incident is an immediate hazard to the common elements or other residents, no prior notification is necessary before the pet is removed.

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17TH STREET CONDOMINIUMS

I _____ in Unit _____ have received a copy of the 17th Street Condominium Declaration, Bylaws, and the current Rules and Regulations of the Association and agree to abide by all Rules and Regulations.

Signature: _____

Print Name: _____

Date: _____

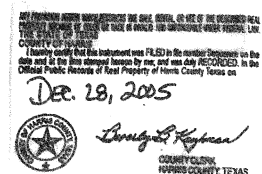
ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

OFFICE OF
BEVERLY B. KAPFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE: 194107

17TH STREET CONDOMINIUM OWNERS
ASSOCIATION INC. SECRETARY
CERTIFICATE

THIS IS PAGE 2 OF 2 PAGES
REDUCTION: 50% CAMERA DESIGNATION: MREG



RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

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