

**BYLAWS
OF
DUN HUANG PLAZA ASSOCIATION, INC.**

The name of the organization for which these Bylaws are established is and shall be DUN HUANG PLAZA ASSOCIATION, INC., hereinafter called "Association". Unless the context shall expressly provide otherwise, the words and terms as used in these Bylaws shall have the same meanings as set forth and defined in the First Amended and Restated Declaration of Condominium for Dun Huang Plaza ("Declaration") to which these Bylaws are annexed.

ARTICLE I
PLAN OF CONDOMINIUM UNIT OWNERSHIP

1.1 Definitions. All words, terms and phrases used herein shall have the same meanings as set out in the Declaration.

1.2 Purpose. The purpose for which this non-profit corporation is formed is to govern the administration of the Property as defined in the Declaration and described on the Exhibit "A" attached thereto, which by this reference is made a part hereof for all purposes, and which Property has been submitted to the provisions of the Uniform Condominium Act (Chapter 82 of the Texas Property Code) of the State of Texas (the "Condominium Act").

1.3 Applicability of Bylaws. All present or future Owners, tenants, or any other persons that might gain access to and/or use the Property or any portion thereof, in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Condominium Units of the Property or the mere act of occupancy of any of said Condominium Units will signify that these Bylaws are accepted, ratified and will be complied with along with all other provisions of the Declaration to which these Bylaws are annexed.

ARTICLE II
MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

2.1 Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Condominium Project during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, may, if it so elects, issue one membership card to the Owner(s) of a Condominium Unit. Such membership card shall be surrendered to the Secretary of the Association whenever ownership of the Condominium Unit designated thereon shall terminate or change.

2.2 Voting. Voting shall be based upon the Undivided Percentage Interest of each Condominium Unit Owner in the General Common Elements. An Owner of an Undivided Percentage Interest in and to a Condominium Unit shall be entitled to a vote equal to his ownership interest in such Condominium Unit. Cumulative voting is prohibited.

2.3 Majority of Unit Owners. As used in these Bylaws the term "majority of Unit Owners" shall mean those Owners of more than fifty per cent (50%) of the aggregate of Undivided Ownership Interest in the General Common Elements.

2.4 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of Unit Owners" as defined in Section 2.3 of this Article shall constitute a quorum. Except as otherwise provided in the Declaration or these Bylaws, when a quorum of owners is present at any meeting, a majority vote of the Owners present, either in person or by proxy, shall be sufficient to either defeat or approve any proposed action.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the appointed time of each meeting.

ARTICLE III ADMINISTRATION

3.1 Association Responsibilities. The Owners of the Condominium Units will constitute the Association of Condominium Unit Owners who will have the responsibility of administering the Condominium Project through a Board of Directors as defined in Article IV of these Bylaws.

3.2 Place of Meetings. The meetings of the Association shall be held at such place as the Board of Directors may determine.

3.3 Annual Meetings. The first annual meeting of the Association shall be held within one (1) month after the expiration of the sale and development period as defined in Section 16.5 of the Declaration. Thereafter, the annual meetings of the Association shall be held on the first Tuesday of December of each succeeding year. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Section 4.5 of Article IV of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of the owners present, either in person or by proxy.

3.5 Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five (5) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

3.6 Adjourned Meeting. If any meeting of Owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum is obtained, without notice other than the announcement at the meeting, and may reduce the size of the quorum by a figure not to exceed ten percent (10%).

3.7 Order of Business. The order of business at all meetings of the Owners of Condominium Units shall be as follows:

- (a) Roll call and certifying proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Board of Directors.
- (g) Unfinished business.
- (h) New business.

ARTICLE IV
BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of this Association shall be governed by a Board of Directors initially composed of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until the expiration of the sale and development period as defined in Section 16.5 of the Declaration, or until their successors are elected, to-wit: David Wu, Kuo-Lung Chien and Wen-Wen Chou.

4.2 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class commercial condominium project. The Board of Directors may do all such acts and things as are not by these Bylaws, the Articles of Incorporation of the Association or by The Condominium Declaration for Dun Huang Plaza directed to be exercised and done by the Owners.

4.3 Other Powers and Duties. The Board of Directors shall be empowered and shall have the duties as follows:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Declaration submitting the Property to the provisions of the Condominium Act of the State of Texas.

(b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the Property with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all of the General Common Elements and Limited Common Elements and all items of personal property owned by the Association and used in the enjoyment of the Condominium Project.

(d) To insure and keep insured all of the insurable General Common Elements of the Property in an amount not less than eighty percent (80%) of their maximum replacement value as provided in the Declaration. Maximum replacement value shall be determined annually by one or more written appraisals. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$300,000.00 per person and \$1,000,000.00 per accident and \$200,000.00 property damages. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the Owners of the Condominium Units and their mortgagees. The limits and coverage shall be reviewed at intervals of not less than three (3) years and adjusted, if necessary to provide such

coverage and protection as the Association may deem prudent. Workmen's compensation insurance shall at all times be carried to the extent required to comply with any applicable law with respect to the employees, if any, of the Association.

(e) To fix, determine, levy and collect the monthly prorated Common Expenses assessments to be paid by each of the Owners towards the gross expenses of the Entire Premises and by majority vote of the Board of Directors to adjust, decrease or increase the amount of the monthly assessments. To fix, determine, levy and collect Special Assessments and Building Assessments as provided in Section 17.4 and 17.5 of the Declaration whenever in the opinion of the Board of Directors it is necessary to so do in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. To fix, determine, levy and collect Charges as provided in Section 17.7 of the Declaration.

(f) To collect delinquent Common Expenses, Special Assessments and Charges by suit or otherwise and to enjoin or seek damages and costs (including reasonable attorney's fees) from an Owner as provided in the Declaration and these Bylaws.

(g) To protect and defend the Condominium Project from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration, the Articles of Incorporation and these Bylaws, and to execute all such instruments evidencing such indebtedness as this Board of Directors may deem necessary. Such indebtedness shall be the several obligation of all of the Owners in the same proportion as their Undivided Percentage Interest in the General Common Elements.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish such bank account(s) for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners, and to cause a complete audit of the books and accounts by a competent certified public accountant, once each year.

(l) To prepare and deliver annually to each Owner a statement showing all receipts, expenses or disbursements since the last such statement.

(m) To meet at least once each quarter.

(n) To designate the personnel necessary for the maintenance and operation of the General Common Elements and Limited Common Elements.

(o) To make available for inspection at the designated office of the Association by the Owners, upon twenty-four (24) hours advanced written request, during normal business hours, current copies of the documents affecting the administration and

management of the Association, including the Declaration, Bylaws and Articles of Incorporation and any amendments thereto and the rules and regulations established by the Board of Directors from time to time.

(p) To grant permits, licenses and easements over the General Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

(q) To assign, at any time and from time to time, any unassigned parking space to any Owner; provided, that coincidental with the assignment of any unassigned parking space, the Plat or Plan attached to the Declaration shall be amended without the consent of any Owner, or his mortgagee, if any, for the purpose of designating any such parking space with the corresponding Condominium Unit number, and thereafter such parking space shall be a Limited Common Element appurtenant to such Condominium Unit.

(r) To establish rules and regulations governing use and maintenance of common services facilities of the General Common Elements and traffic and parking within the General Common Elements, and to establish sanctions for any violation(s) of such rules and regulations.

(s) To contract for and acquire by fee simple ownership or lease one or more Condominium Units for use as a management office or other similar uses to facilitate the management and administration of the Property and to make such interior modifications thereto as shall be deemed necessary and appropriate by the Board of Directors or Managing Agent to facilitate such use.

(t) In general, to carry on the administration of the Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspects of condominium ownership.

4.4 Managing Agent. Notwithstanding the provisions of Section 3.1 of these Bylaws, during the sale and development period as defined in Section 16.5 of the Declaration, the Declarant shall have the right and authority negotiate with and secure the services of a Managing Agent who shall have all the powers and shall perform all the duties of the Board of Directors until the expiration of the sale and development period as defined in Section 16.5 of the Declaration, or until such earlier time as said Managing Agent, at its option, may relinquish control of the management and administration of the Association to the Board of Directors. Thereafter, the Board of Directors may employ for the Association a Managing Agent at a compensation to be established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Section 4.3.

4.5 Election and Term of Office. The Board of Directors shall initially consist of three (3) persons appointed by Declarant ("the Appointed Board"). Not later than one hundred twenty (120) days after the conveyance by Declarant of fifty percent (50%) of the Units to Owners other than Declarant, one (1) position on the Board of Directors shall be filled by a majority vote of Members in Good Standing of the Association other than Declarant at a meeting called for the purpose at which a quorum is present. The number of members on the Board of Directors shall be increased to five (5) not later than one hundred twenty (120) days after the conveyance by Declarant of seventy-five percent (75%) of the Units to Owners other than Declarant. Not later than one hundred twenty (120) days after the conveyance by Declarant of seventy five percent (75%) of the Units to Owners other than Declarant, all positions on the

Board of Directors shall be filled by a majority vote of the Members in Good Standing of the Association other than Declarant at a meeting called for that purpose at which a quorum is present. Only Members in Good Standing may serve on the Board of Directors.

4.6 Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

4.8 Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

4.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

4.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors may be called in like manner and on like notice by the President or Secretary or on the written request of at least two (2) Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

4.12 Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.13 Fidelity Bonds. The Board of Directors may require that all officers, employees, Directors, directors, trustees or agents of the Association who are responsible for handling Association funds to furnish fidelity bonds in accordance with Section 18.1, Subsection 1.1.4 of the Declaration. Such fidelity bonds shall name the Association as an obligee, and shall be written in an amount not less than 150% of the insured estimated annual operating expenses, including reserve funds, in the custody of the Association or the Managing Agent, as the case may be, at any given time during the term of each bond.

The premiums on such bonds shall be paid by the Association. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Condominium Units plus reserve funds, if any.

4.14 Compensation. No member of the Board of Directors shall receive any compensation for acting as such.

ARTICLE V OFFICERS

5.1 Designation. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

5.6 Secretary. The Secretary shall keep all the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Owners and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Condominium Unit owned by such members and the parking space(s), if any, assigned for use in connection with such Condominium Unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds, shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association and shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI
INDEMNIFICATION OF OFFICERS AND DIRECTORS

6.1 Indemnity. The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, costs and expenses, including attorney's fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article VI contained shall be deemed to obligate the Association to indemnify any member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a member or Owner of a Condominium Unit covered thereby.

6.2 Insurance: Indemnity. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses.

ARTICLE VII
OBLIGATIONS OF THE OWNERS

7.1 Assessments. Each Owner shall be obligated to pay the Common Expenses and Special Assessments imposed by the Association. The Common Expenses and Special Assessments shall be made pro rata according to the Undivided Percentage Interest in and to the General Common Elements and shall be due monthly in advance. An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at a special meeting of members, within the meaning of these Bylaws, if and only if, at the time of such annual meeting or special meeting, the Owner shall have fully paid all accrued Common Expenses and Special Assessments made or levied against the Owner and the Condominium Unit owned by such Owner as well as any Charges which may have accrued against such Owner and/or his Condominium Unit.

7.2 Maintenance and Repair.

(a) Every Owner must perform promptly at his own expense all maintenance and repair work within his own Unit, which if omitted would affect the Entire Premises or portions thereof belonging to other Owners.

(b) All the repairs of internal installations of the Unit such as water, light, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass, electrical

fixtures and all other accessories, equipment and fixtures belonging to the Unit area shall be at the Owner's expense.

(c) An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any General Common Elements or Limited Common Elements damaged by his negligence or by the negligence of his tenants, agents or invitees.

7.3 Mechanic's Lien. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Condominium Units and the appurtenant General Common Elements for labor, materials, services or other products incorporated in the Owner's Condominium Unit. In the event suit for foreclosure is commenced, then within ten (10) days thereafter such Owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of such claim plus interest at the rate of ten percent (10%) for one year, together with a sum equal to ten percent (10%) of the amount of such claim but not less than Three Hundred Fifty and No/100 (\$350.00) Dollars, which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees, shall be paid, forthwith by the subject Owner, and his failure to so pay shall entitle the Association to make such payment, and the amount of any such payment shall constitute Charges as such is defined in Section 17.7 of the Declaration, shall be a debt of the Owner and shall be enforceable as a lien against his Condominium Unit as provided in Section 17.7 of the Declaration. Such Owner shall be liable to the Association for payment of interest at the lesser of (i) the maximum lawful rate per annum allowed by applicable law, or (ii) the rate of eighteen percent (18%) per annum on all such sums paid by the Association from the date of such payment until the date of repayment by such Owner.

7.4 General.

(a) Each Owner shall comply strictly with the provisions of the Declaration, the Articles of Incorporation of the Association and these Bylaws and any amendments and supplements thereto, and the rules and regulations from time to time promulgated by the Board of Directors.

(b) Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Condominium Project of Dun Huang Plaza was established.

7.5 Use of Units - Internal Changes.

(a) An Owner shall not make structural modifications or alterations to his Condominium Unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association, and accompanying such notice with appropriate plans and specifications. The Association shall have thirty (30) days after receipt of the written notice and plans and specifications to review same and to issue its written approval or disapproval. The failure of the Association to issue its response within the stipulated time shall be deemed to be a disapproval of the proposed modification or alteration.

(b) The use of General Common Elements by the Owner or Owners of all Units, and all other parties authorized to use the same shall be at all times subject to such reasonable rules and regulations ("Rules and Regulations") as may be prescribed and established by the Board of Directors and the Association.

7.6 Use of General Common Elements and Limited Common Elements. Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

7.7 Right of Entry.

(a) An Owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Directors in case of any emergency originating in or threatening his Condominium Unit, whether the Owner is present at the time or not.

(b) An Owner shall permit other Owners, or their representatives, when so required, to enter his Condominium unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

7.8 Rules and Regulations.

(a) Nothing shall be done in or about any Condominium Unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause or potentially cause the General Common Elements, or any portion thereof, to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said General Common Elements to be canceled or suspended by the issuing company.

(b) Owners and occupants of Condominium Units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants, or other occupants of other Condominium Units. No Condominium Unit, or portion thereof, shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or residents of adjoining Condominium Units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in, on or about any Condominium Unit or upon any part of the General Common Elements.

(c) Certain of the General Common Elements are intended for use for the purpose of affording vehicular and pedestrian movement within the Property, providing access to the Condominium Units and, as to those portions thereof adapted therefor, for common services use by the Owners and occupants of Condominium Units; and all thereof for the beautification of the Entire Premises and for providing privacy and convenience for the Owners and occupants thereof through landscaping and such other means as shall be deemed appropriate by the Board of Directors. Except to facilitate future development of the parking garage facility and related bridge/walkway in accordance with Section 4.6 of

the Declaration, no part of the General Common Elements area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the General Common Elements be used for general storage purposes after the completion of the Condominium Units by Declarant, except such maintenance storage room(s), if any, as shall be designated on the Map or otherwise designated and provided by and for the use of the Association.

(d) No resident or occupant of the Property shall post any advertisements, signs, or posters, of any kind in or on the Property or any Condominium Unit, except as shall be authorized in writing by the Association, provided, however, that Declarant shall have the right during the sale and development period to post and use such signs and advertisements as Declarant shall require to effect its marketing and sales program for the Property.

(e) Parking of automobiles shall be only in the parking space(s) designated as parking for each Condominium Unit or unassigned and provided as client parking for the clients, guests or invitees of the Owners of the Condominium Units. No unattended vehicle shall at any time be left in the alleyways or streets in such manner as to impede the passage of traffic or to impair proper access to parking areas. No storage of any objects shall be permitted in the parking area and the same shall at all times be kept free of the accumulation of debris or rubbish of any kind. Parking areas are not intended for use by Owners for parking or storing boats, trailers, camping units or any personal recreational vehicles, and the Board of Directors may insure the proper use of said areas in such manner as it deems necessary. No inoperable vehicle may be stored in any parking space or within the General Common Elements in general. Such vehicles may be removed from the Property at the Owner's expense. No Owner or lessee shall conduct repairs or restoration of any motor vehicle, boat, trailer or other vehicle upon any portion of the General Common Elements.

(f) Each Owner shall keep clean and in good condition and repair the windows and interiors of his Condominium Unit. No aluminum foil or similar reflective material shall be used or placed over, in, on or about doors or windows of any Condominium Unit. The exterior facing of any type of window covering, including venetian or similar type blinds, shall be limited in color to off-white in order to provide exterior harmony with surrounding Condominium Units.

(g) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

(h) No Owner, resident or lessee shall install wiring for electrical or telephone installation, radio and television antennae, machines or air units or any other devices whatsoever on the exterior of any Condominium Unit or that protrude through the walls or out of the windows, or on the roof of any portion of the Property save as are expressly in writing previously approved by the Board of Directors or the Managing Agent.

(i) No Owner or other occupant of any Condominium Unit shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the General Common Elements or Limited Common Elements or remove or add to any planting, structure, furnishings or other equipment or objects existing within the General Common Elements except with the written consent of the Board of Directors. No unsightly objects which might reasonably be considered to give annoyance to neighbors of

ordinary sensibilities shall be placed or allowed to remain on any entranceway, patio or stoop of a Condominium Unit. The Board of Directors shall have the sole and exclusive discretion to determine what constitutes an unsightly object.

(j) No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Property.

(k) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space appurtenant to a Condominium Unit to a point outside the Property, or from a point outside the Property directly to a parking space appurtenant to a Condominium Unit.

(l) Without limiting any other rule-making authority it may have under the Declaration or these Bylaws, the Board of Directors is specifically authorized, in its sole discretion, to promulgate and enact rules and regulations limiting the number of persons which may become occupants of a Unit.

7.9 Destruction or Obsolescence. Each Owner shall, upon request therefor, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the Owners' Condominium Unit upon its destruction or obsolescence as is described in the Declaration.

ARTICLE VIII MORTGAGES

8.1 Notice to Association. An Owner who mortgages his Condominium Unit, shall notify the Association through the Managing Agent, if any, or the President of the Board of Directors, giving the name and address of his mortgagee on or before the expiration of thirty (30) days after the Owner's closing of the mortgage(s). The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".

8.2 Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a Condominium Unit report any unpaid Common Expenses, Special Assessments or Charges due from the owner of such Unit.

ARTICLE IX MISCELLANEOUS

9.1 Amendment to Bylaws. These Bylaws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least 67% of the aggregate interest of the Undivided Percentage Interest of the General Common Elements.

9.2 Compliance. These Bylaws and the Declaration are set forth to comply with the requirements of the Condominium Act of the State of Texas. If any provisions of these Bylaws or of the Declaration conflict with the provisions) of said statute, it is hereby agreed and accepted that the provisions of the Condominium Act will apply.

9.3 Non-Profit Association. This Association is not organized for profit. No member, member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

9.4 Registered Office. The Registered Office and the principal office for the transaction of business of this Association shall be 7001 Corporate Drive, Suite 200, Houston, Texas 77036.

9.5 Execution of Documents. The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President and Secretary of the Association.

9.6 Abatement and Enjoinment of Violations by Owners. The violation of any rule or regulation promulgated by the Board of Directors, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Directors or the Managing Agent, the right, in addition to any other rights set forth therein, (a) to enter the Condominium Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Condominium Unit Owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out same, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor; and (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

9.7 Rights of Action. The Association and any aggrieved Condominium Unit Owner shall have an appropriate right of action against any Condominium Unit Owner (s) for failure to comply with the provisions of the Declaration and these Bylaws, or with decisions of the Association which are made pursuant thereto. Any Condominium Unit Owner shall have similar rights of action against the Association.

Execution Page to Follow.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 25th
day of Oct, 2005.

David Wu
David Wu

Kuo-Lung Chien Wen
Kuo-Lung Chien

Wen-Wen Chou
Wen-Wen Chou