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TO BE RECORDED IN THE CONDOMINIUM RECORDS OF MC LENNAN COUNTY, TEXAS.

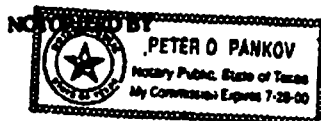
On October 7, 1995, the members of the Lou Ann Condominium Owner's Association voted to change Article II, Paragraph 2.8, Section c 12 of the Condominium Declaration to read

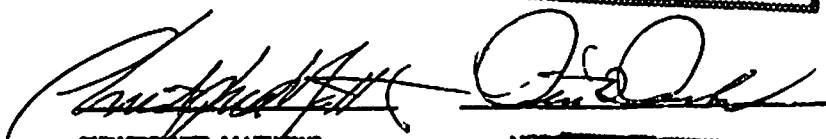
No, animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. A cat, fish, bird or other household pet, with the exception of dogs, may be kept in Units subject to rules and regulations adopted by the Association, provided any such animal is not kept, bred, or maintained for commercial purposes or in unreasonable quantities.

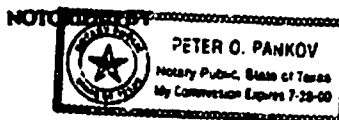
The rest of Section c 12 remains unchanged and stands as written. This change will take effect August 1, 1996, and will apply to all tenants of the Lou Ann Condominium at that time. No exceptions will be made for tenants who previously were allowed to have dogs in their unit.

SIGNATURE:


DARREN JONES, PRESIDENT




CHRISTOPHER MATHEWS,
SECRETARY



(10) except within individual units, no painting, landscaping or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

(11) 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 to a point outside the Property, or from a point outside the Property directly to a Parking Space;

(12) No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. A dog, cat, fish, bird and other household pet may be kept in Units subject to rules and regulations adopted by the Association, provided any such animal is not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than one (1) pet per household; provided, however, the Association may determine a reasonable number in any instance to be more or less. No animal weighing in excess of thirty (30) pounds may be kept in the Project without prior Association approval. The Association, acting through the Board, shall have the right to require prior approval of any animal and to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Unit Owner. Animals belonging to Unit Owners, occupants or their licensees, tenants or invitees within the Property must be kept either within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be

RECORDER'S MEMORANDUM
At the time of recording, the instrument was found to be inadequate for the best photographic reproduction because of illegibility, omission or photocopy, discolored paper, etc. All brackets, additions and changes were present at the time the instrument was filed and recorded.

subject to the approval of the Board. Should any animal belonging to a Unit Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it has control over the Association) or a person designated by Declarant to do so, and subsequent thereto by the Association or its Managing Agent, to a pound under the jurisdiction of the local municipality in which the Property is situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any Unit Owner shall be absolutely liable to each and all remaining Unit Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by a Unit Owner or members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Unit Owner to clean up after such animals which have used any portion of the Common Elements;

(13) With the exception of a First Mortgagee in possession of a Unit following a default in a mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for hotel or transient purposes. No Unit Owner shall be permitted to lease less than the entire Unit. Every such lease shall be in writing, and a copy of such lease, as and when executed, shall be furnished to the Board. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations under the Declaration and Bylaws, of the Unit Owner making such lease and failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations;

negative response within thirty (30) days, shall be deemed to have approved such request. A "non-material" addition or amendment is one that is the correction of a technical error or the clarification of a statement.

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f. Unless otherwise provided in this Paragraph B.1, elsewhere in this Declaration or Bylaw, any of the provisions herein may be amended at an Association meeting by the consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

g. An amendment will 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 required vote or written consent of the required percentage of the Co-Owners in the Condominium Project and, where necessary, the required percentage of Mortgagees; amendments will only be effective upon recordation in the Condominium Records of McLennan County, Texas, with notice as to the full text and effective date of the amendment.

8.2 CORRECTION OF ERROR. Declarant reserves, and shall have the continuing right, until the end of the Construction Period, without the consent of the other Owners or any Mortgagee to amend this Declaration or the Bylaws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

RECORDER'S MEMORANDUM

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

J.A. "Andy" Harwell

2000 MAY 01 04:22 PM 2000012910
J.A. "ANDY" HARWELL, COUNTY CLERK
MCLENNAN COUNTY, TEXAS

BB

Jack Denman
9301 Hill Ln
Waco, Tx 76712