

COPY

**First Amended and Restated Declaration of District 12 Condominiums,
formerly known as Lou Ann Condominium**

Basic Information

Date: August 31, 2022

Declarant: District 12 Condominium Owners' Association, formerly known as Lou Ann Condominium Owner's Association

Declarant's Address: 1400 Speight Avenue, Waco, McLennan County, Texas 76706

Association: District 12 Condominium Owners' Association, formerly known as Lou Ann Condominium Owner's Association, a Texas non-profit corporation

Association's Address: 1400 Speight Avenue, Waco, McLennan County, Texas 76706

Property: Lot Twenty-Nine (29), in Block "D" of the J. P. Anderson Addition, a resubdivision of Lots Six (6), Seven (7), Eight (8), Nine (9), and Ten (10) in Block "D" of the J. P. Anderson Addition to the City of Waco, McLennan County, Texas, according to the plat of said addition recorded in Volume 1432, Page 495, of the Deed Records of McLennan County, Texas, including all easements and licenses appurtenant to, included in, or to which the condominium is or may become subject.

Plat/Plan: attached hereto as Exhibit A.

Definitions

"Act" means chapter 82 of the Texas Property Code, as amended, and any successor law, known as the Texas Uniform Condominium Act.

"Assessment" means regular and special assessments, dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees, and any other amount due to the association by the Owner or levied against the Unit by the Association.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association adopted by the Board which are attached as Exhibit C.

"Certificate of Formation" means the Association's certificate of formation.

"Common Elements" means all portions of the Condominium other than the Units and

includes both General and Limited Common Elements. The Common Elements are directly owned by the Condominium Unit Owners in undivided interests.

“Common Expenses” means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

“Condominium” means the Property covered by the Plat and any additional property that is subject to this Declaration.

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means the person or persons identified as Declarant in the Basic Information.

“Dedictory Instruments” means this First Amended and Restated Declaration and the Certificate of Formation, Bylaws, and Rules, as amended.

“General Common Elements” means common elements that are not Limited Common Elements.

“Limited Common Elements” means a portion of the Common Elements allocated by the Declaration or by the Act for the exclusive use of one or more but less than all of the Units.

“Member” means Owner.

“Owner” means every record Owner of a fee interest in a Unit.

“Plat” means the Plat and any plans for the Condominiums recorded in Vol 1432, page 495 of the real property records of McLennan County, Texas/recorded with this Declaration as Exhibit A and any replat of or amendment to the Plat made in accordance with this Declaration.

“Residential Purposes” means recreational or dwelling purposes or both.

“Rules” means the Rules related to the Condominium adopted by the Board that do not conflict with law or the Dedictory Instruments. On request, an Owner will be provided a copy of the Rules.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Unit.

“Original Declaration” means the Condominium Declaration filed of record August 12, 1983, recorded in Volume 2, Page 528, of the Condominium Records of McLennan County, Texas, and the first and second amendment thereto.

“Declaration” means this First Amended and Restated Declaration of District 12 Condominiums.

“Unit” means a physical portion of the Condominium designated for separate ownership,

the boundaries of which are described by the Declaration. The boundaries of each such Unit space shall be and are the interior surfaces of the perimeter wall, floors, ceilings, window frames, doors, door frames and trim and the finished exterior surfaces, if any, of the Limited Common Area structures of the balconies and patios; and the space includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building. The individual ownership of each Unit space herein shall further include the interior construction, partitions, appliances, fixtures and improvements which are intended to exclusively serve such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other Unit space or ownership, use or enjoyment thereof. None of the land in this Project on which any Unit space or porch space is located shall be separately owned, as all land in this Project shall constitute part of the "Common Elements" of the Property as herein defined, and shall be owned in common by the Owners of the Units in this Condominium Project.

Each capitalized term not otherwise defined in this Declaration has the meaning specified in the Act.

Clauses and Covenants

A. Imposition of and Agreement to the Covenants

A.1. Declarant elects to be governed by the Act.

Declarant imposes the Covenants on the Property and subjects the Property to a condominium form of ownership in accordance with the provisions of the Act. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Unit. The Declaration supersedes and amends the Original Declaration. The name of the project shall be changed from "Lou Ann Condominium" to "District 12 Condominiums".

A.2. All Owners and other occupants of the Units by their written consent, or by occupancy of any Unit agree that the Condominium is subject to the First Amended and Restated Declaration. Each Owner, each occupant of a Unit, and the Association agree to comply with the Dedicatory Instruments, as defined and to be subject to an action arising out of or related to the Dedicatory Instruments for declaratory judgment, damages, or for injunctive relief.

B. Plat

B.1. The Plat is part of this Declaration and is incorporated by reference.

B.2. To the extent that a Unit or Common Element encroaches on another Unit or Common Element, a valid easement for the encroachment exists. The easement does not relieve

an Owner of liability in case of willful misconduct or relieve Declarant or any other person of liability for failure to adhere to the Plat.

C. Regulated Activities

C.1. Permitted Purposes. A Unit shall be used only for Residential Purposes; provided any unit may be rented, but only in strict compliance with rules and regulations promulgated by the Board and in compliance with all applicable statutes, regulations and ordinances.

C.2. Prohibited Activities and Occupancy Restrictions. The following use restrictions apply to all Units and to the Common Elements:

- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity; no loud noises or noxious odors shall be permitted on the Property, and the Board shall have the right to determine in accordance with the Bylaws if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices and smoke alarms used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property or exposed to the view other Unit Owners without the prior written approval of the Board;
- d. No rubbish, trash, or garbage or other waste material shall be kept or permitted upon any Unit of the Common Elements, except in sanitary containers located in the appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its Occupants. There shall be not exterior fires whatsoever except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way in the Property as to be visible to other Property and no lumber, grass, shrub or tree clipping, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property, except within an enclosed structure or if appropriately screened from view. No light shall be emitted from any part of the Condominium Project which is unreasonably bright or causes unreasonable glare. All window coverings of a Unit shall be white or white backed;
- e. any storage of—

- i. building materials except during the construction or renovation of a Unit or
 - ii. any vehicle, except wholly within the Parking Space designated therefore, and any inoperable vehicle shall not be stored in a Parking Space or within the Common Elements in general. No Unit Occupant shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck and any other vehicle equipment), mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be nuisance by the Board). No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat trailer, aircraft or other vehicle upon any portion of the Common Elements. Parking Spaces shall be used for parking purposes only;
- f. 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 or 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. 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 of any other Unit Owner. Animals belonging to Unit Owners, occupants or their licensees, tenants or invitees within the Property must be kept either with an enclosure, enclosed patio or on a leash being held by a person capable to controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be 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 be 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 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 absolute duty and responsibility of each such Unit Owner to clean up after such animals which

- have used any portion of the Common Elements;
- g. any commercial or professional activity except reasonable home office activity;
- h. the display of any sign except—
 - i. one not more than five square feet, advertising the Unit for sale or rent in accordance with rules and regulations and
 - ii. political signage not prohibited by law or the Dedicatory Instruments;

D. Units

D.1. Number of Units. 25 units

D.2. Identification of Units. The identification number of each Unit is shown on Exhibit B-1 and B-2.

D.3. Unit Boundaries. The boundaries of each Unit are located as shown on the Plat and are more particularly described in paragraph.

D.4. Parts of Unit. Intentionally Deleted.

D.5. No Subdivision or Consolidation of Units. No Unit will be subdivided or consolidated with another Unit (unless approved by the Board).

D.6. No Structural Modification of Unit without Board Approval. No structural modifications or alterations will be made in a Unit unless plans, specifications, and any other documents requested by the Board are submitted to and approved by the Board in accordance with the Rules. The Association, the Board, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request. Any structural modification made to a Unit (a) without Board approval, (b) not in conformity with the Board approval, or (c) without the required permit from the applicable entity are unauthorized modifications. The Board may require the Owner to restore the Unit, at the Owner's expense, to the condition before the unauthorized modifications were made.

D.7. Maintenance. Each Unit will be maintained by its Owner.

D.8. Restrictions on Transfer

A Unit may not be conveyed pursuant to a time-sharing arrangement.

E. Association

E.1. Establishment and Governance. The Association is established by filing its Certificate of Formation and is governed by the Dedicatory Instruments. The Association, acting through the Board, will administer and manage the Condominium in accordance with the Dedicatory Instruments. The Association has the powers (a) of a nonprofit corporation under the Texas Business Organizations Code, (b) of a condominium association under the Act, and (c) stated in the Dedicatory Instruments, respectively as amended. All acts of the Association must be by and through the Board, except as otherwise provided by the Declaration or Bylaws or by law.

E.2. Declarant Control. Intentionally Deleted.

E.3. Membership and Voting Rights. Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Unit. The Members have the voting rights provided in the Bylaws.

E.4. Assignment of Future Income. The Association may assign its future income, including its rights to receive Common Expenses assessments, only by the affirmative vote of Unit Owners of Units to which at least 67% of the votes in the Association are allocated.

F. Assessments

F.1. Authority. The Association will charge Assessments as provided in the Act.

F.2. Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.

F.3. Creation of Lien. Assessments are secured by a continuing lien on each Unit as provided in Section 82.113 of the Act. By acceptance of a deed to a Unit, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.

F.4. Commencement. A Unit becomes subject to Assessments as provided in the Act.

F.5. Regular Assessments

F.5.a. Rate. Regular assessments will be charged by the Board to fund the budgeted Common Expenses.

F.5.b. Changes to Regular Assessments. Regular assessments may be changed by the Board. Written notice of the regular assessment will be sent to every Owner at least thirty days before its effective date.

F.5.c. Collections. Regular assessments will be collected monthly in advance, payable on the 1st day of the month and on the same day of each succeeding month the 1st day of month of each year.

F.5.d. Expenses for Maintenance, Repair, or Replacement of Limited Common Elements. Expenses for the maintenance, repair, or replacement of a Limited Common Element shall be assessed to the Owner(s) whose Unit(s) benefit from the Limited Common Element.

F.6. Special Assessments. In addition to the regular assessments, the Board may charge special assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Elements or for any other purpose benefiting the Condominium but requiring funds exceeding those available from the regular assessments. Written notice of the terms of the special assessment will be sent to every Owner. Any special assessment must be approved by a two-thirds vote at a meeting of the Members in accordance with the Bylaws.

F.7. Subordination of Lien to Mortgages. The lien granted and reserved to the Association is subordinate to the liens described in section 82.113(b) of the Act.

F.8. Delinquent Assessments. Any Assessment not paid within 15 days after it is due is delinquent.

G. Remedial Rights

G.1. Late Charges and Interest. Owners will pay the Association a late charge of ten percent of the delinquent amount for Delinquent Assessments (including accumulated late charges). Owners will pay the Association interest at the rate of ten percent per year on Delinquent Assessments from the delinquent date until the date paid. The Board may change the late charge and the interest rate; however, the interest rate may not exceed the maximum permitted by law.

G.2. Costs, Attorney's Fees, and Expenses. The prevailing party in any legal proceeding among the Association, an Owner, or an occupant of a Unit related to the Dedicatory Instruments is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party. A prevailing party is the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of its original contention.

G.3. Nonjudicial Foreclosure of Lien. The Association may foreclose the Association's lien against a Unit in accordance with section 82.113 of the Act.

G.4. Judicial Action. The Association may sue an Owner and an occupant of a Unit to enforce the Dedicatory Instruments for damages for breach of the Dedicatory Instruments, for injunctive relief regarding the Dedicatory Instruments, and to foreclose the Association's lien on a Unit. An Owner and an occupant of a Unit may sue the Association, any Owner, and any occupant of a Unit to enforce the Dedicatory Instruments, for injunctive relief regarding the Dedicatory Instruments, and for damages for breach of the Dedicatory Instruments.

G.5. Remedy of Violations. The Association may access an Owner's Unit to remedy a violation of the Dedicatory Instruments.

G.6. Suspension of Voting. An Owner delinquent in payment of any Assessment may not vote.

G.7. Suspension of Other Rights. If an Owner violates the Dedicatory Instruments, the Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law until the violation is cured.

G.8. Damage to Property or Violation of Dedicatory Instruments. An Owner is liable to the Association (a) for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees ("Owner Affiliates"), and (b) for violations of the Dedicatory Instruments by the Owner or Owner Affiliates, in accordance with law.

H. Limited Common Elements

H.1. Allocation of Reserved Limited Common Elements

H.1.a. Limited Common Elements are marked on the Plat and include vehicle parking areas, storage areas, and others.

H.1.b. To the extent the Limited Common Elements are not allocated to a Unit by the Declaration, the Board reserves the right to allocate the Limited Common Elements for the exclusive use of one or more Units (i) by making the allocation in a recorded instrument, (ii) in the deed to the Unit(s) to which the Limited Common Element is ancillary, or (iii) by recording an appropriate amendment to this Declaration.

H.2. Allocation of Specified Common Elements. The Board may designate parts of the Common Elements from time to time for use by less than all of the Owners or by nonowners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board. Any such designation by the Board shall not be a sale or disposition of such portions of the Common Elements.

I. Allocated Interests

I.1. Allocated Interests. The Owners' respective undivided interest in the Common Elements, the Owners' respective Common Expense liability, and the Owners' respective votes in the Association allocated to each Unit are set forth below.

I.2. Determination of Allocated Interests. The interests allocated to each Unit have been calculated as follows:

- a. the undivided interest in Common Elements, on the basis of square feet.
- b. the percentage of liability for Common Expenses, on the basis of square feet; and
- c. the number of votes in the Association, on the basis of unit ownership.

J. Amendment of Declaration

The Declaration may be amended by consent of Owners to which at least 67 percent the votes in the Association.

1. by written ballot that states the exact wording or substance of the amendment and that specifies the date by which a ballot must be received to be counted;
2. at a meeting of the Members of the Association after written notice of the meeting has been delivered to an Owner of each Unit stating that a purpose of the meeting is to consider an amendment to the Declaration; or
3. by unanimous written consent of the Owners and mortgage holders.

K. Reconstruction after Loss

On a casualty to any portion of the Condominium for which insurance is required, the Association must promptly repair or replace that portion unless (1) the Condominium is terminated, (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (3) at least 80 percent of the Owners, including each Owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired, vote to not rebuild. Each unit owner may vote (in person or by proxy at a meeting; electronically or by written ballot in the absence of a meeting) regardless of whether the owner's unit or limited common element has been damaged or destroyed. Costs will be assessed and paid as provided in section 82.111 of the Act.

L. General Provisions

L.1. Term. The Condominium may be terminated—

- a. by a taking of all of the Units by condemnation; or
- b. by the approval of at least eighty percent (80%) of the Members of the Association and each holder of a deed of trust or vendor's lien on a Unit.

L.2. No Waiver. Failure by the Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

L.3. Corrections. The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

L.4. Conflict. This Declaration controls over the other Dedicatory Instruments.

L.5. Severability. If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

L.6. Notices. Any notice required or permitted by the Dedicatory Instruments must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member at the Member's last known address according to the

Association's records and the Association, the Board, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient Lou Ann Condominium Owners' Association (now known as District 12 Condominium Owners' Association).

District 12 Condominium Owners' Association

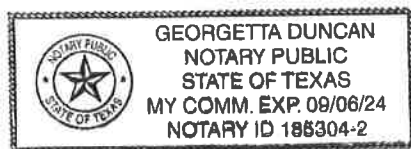
By: _____

President

STATE OF TEXAS §
COUNTY OF MCLENNAN §

Before me, the undersigned notary public, on this day personally appeared Rick Schultz, as President of District 12 Condominiums Owners' Association, known to me to be the person whose name is subscribed on the foregoing instrument, acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME by this 18 day of May, 2023.



Georgetta Duncan
Notary Public in and for the State of Texas

After recording, please return to:
Beard Kultgen Brophy Bostwick & Dickson, PLLC
David Dickson
220 South Fourth Street
Waco, TX 76701

AFFIDAVIT OF FACTS

STATE OF TEXAS

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COUNTY OF MCLENNAN

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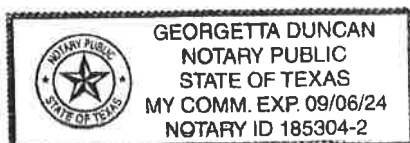
Before me, the undersigned authority, personally appeared **ALECIA GRAYSON** who, being by me duly sworn, deposed, she stated as follows:

1. "My name is Alecia Grayson. I am over the age of eighteen years and duly qualified and authorized in all respects to make this affidavit. I have personal knowledge of the facts stated herein and all of the facts stated herein are true and correct.
2. I currently serve as secretary of Lou Ann Condominium Owner's Association, now known as District 12 Condominium Owners' Association (the "Association").
3. On November 18th, 2019, at 5:30 P.M., a meeting was held by the Association, wherein amendments to the bylaws and declaration were considered, as well as a change in the name of the Association. At this meeting, owners of seventeen (17) of the twenty-five (25) condominium units were present, representing sixty-eight (68%) percent of owners. As this was over fifty (50%) percent of unit owners, a quorum was met.
4. The amendments to the declaration and bylaws of the Association, as well as the name change of the Association, were approved by all attendees of the meeting, representing sixty-eight (68%) percent of the owners. The original declaration of the Association required approval of sixty-seven (67%) percent of owners to amend the declaration. As sixty-eight (68%) percent of the owners approved the amendment, the requisite approval by the owners was met.
5. Also required to amend the declaration of the Association was approval by fifty-one (51%) percent of first mortgagees of the units subject to mortgages. The Association received letters granting such approval from seven (7) lenders, which lenders represented fifty-one (51%) percent of the applicable mortgages, therefore meeting the required threshold.
6. Because all required approvals were met, the Association was permitted to amend its declaration.

Further affiant sayeth not."

Alecia Grayson
ALECIA GRAYSON

SWORN TO AND SUBSCRIBED before me by Alecia Grayson on this 5th day of ~~May~~ June 2023, to certify which witness my hand and official seal of office.



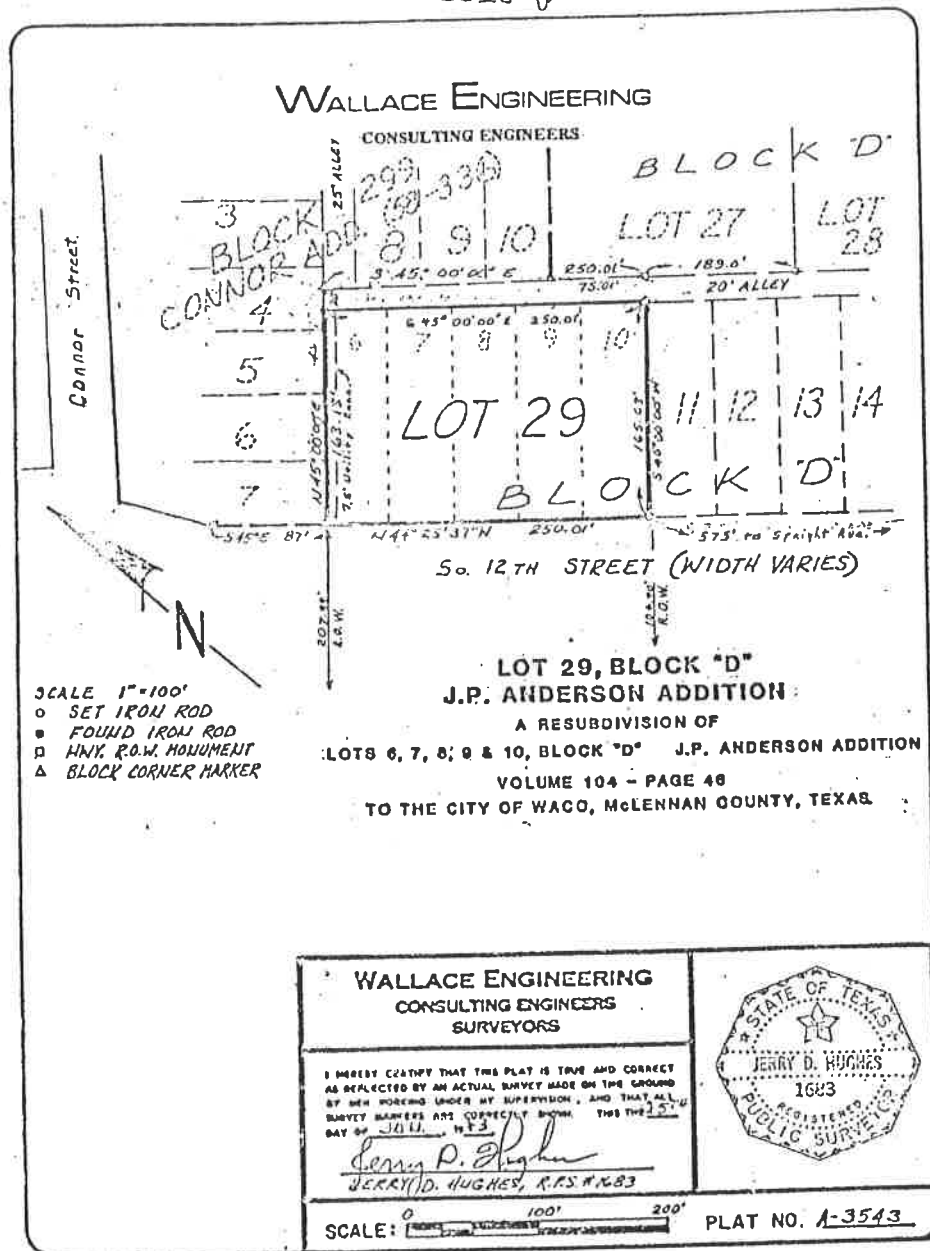
Georgetta Duncan
Notary Public, State of Texas

EXHIBIT A
Plat/Plan

See attached.

3910 W

83-14-23



WALLACE ENGINEERING
CONSULTING ENGINEERS

POST OFFICE BOX 8517 • 2625 FRANKLIN AVE.
WACO, TEXAS 76710 PHONE 817-752-8374

Lot 29, Block D, J. P. Anderson Addition

FIELDNOTE DESCRIPTION for a 1.0582 acre tract of land in the City of Waco, Texas, and being all of lots 6 through 10, Block 'D' of the J. P. Anderson Addition to said City, plat recorded in volume 104 page 46 of the Deed Records of said County, and that portion of a 20 foot wide alley which lies along the east line of said Lots 6 through 10. Said 1.0582 acres being described by metes and bounds as follows;

BEGINNING at an iron rod set in the easterly line of South 12th Street at the NW corner of said Lot 6, for the NW corner of this;

THENCE North 45 degrees 00 minutes 00 seconds East along the northerly line of said Lot 6, a distance of 163.13 feet pass an iron rod marking the NE corner of said Lot 6, and continuing for a total distance of 163.13' to an iron rod for the NE corner of this;

THENCE South 45 degrees 00 minutes 00 seconds East along the east line of said Alley, a distance of 175.00 feet pass an iron rod found marking the NW corner of Lot 27, Block D, and continuing for a total distance of 250.01' to an iron rod for corner;

THENCE South 45 degrees 00 minutes 00 seconds West with the projected and south line of said Lot 10, Block 'D', a distance of 20.00 feet pass an iron rod marking the west line of said alley, and continuing for a total distance of 185.63' to an iron rod for the SW corner of this;

THENCE North 44 degrees 25 minutes 37 seconds West along the easterly line of said South 12th Street (R.O.W. varies), a distance of 250.01 feet to the POINT OF BEGINNING, containing 46094.14 square feet or 1.0582 acres of land, more or less.

THE STATE OF TEXAS:
COUNTY OF MCLENNAN:

I, Ralph Bowen, being the owner of the property described herein, and wishing to resubdivide same into lots and blocks do hereby adopt the subdivision shown hereto and titled "Lot 29 Block 'D', J.P. Anderson Addition a Resubdivision of Lots 6 through 10, Block 'D', of the J.P. Anderson Addition to the City of Waco, McLennan County, Texas," as my legal subdivision of same and do hereby dedicate all streets and easements shown hereon to the use of the public forever and agree that all sales of lots shall be made in accordance therewith, subject to any restrictions and conditions recorded in the McLennan County, Texas Deed Records pertaining to the said Addition.

Ralph Bowen Construction Co., Inc., Partner
9301 Hill Lane
Waco, Texas 76710

Ralph Bowen
Ralph Bowen
President

Louise Hooks
Louise Hooks
Secretary

THE STATE OF TEXAS:
COUNTY OF MCLENNAN:

Before me, the undersigned authority, a Notary Public in and for McLennan County, Texas on this day personally appeared Ralph Bowen, known to me to be the person whose name is subscribed to foregoing instrument and he acknowledged to me that he executed same for purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 23rd day of February, 1987.

9-2-85
Commission

S. S. Stirling
Notary Public in and for
McLennan County, Texas

THE STATE OF TEXAS:
COUNTY OF MCLENNAN:

I hereby certify that the attached and foregoing plat of "Lot 29, Block 'D', J.P. Anderson Addition a Resubdivision of Lots 6 through 10, Block 'D', of the J.P. Anderson Addition to the City of Waco, McLennan County, Texas," was approved by the City Planning and Zoning Commission on the 24th day of January, 1987.



Nana Cornwell
Nana Cornwell
City Secretary

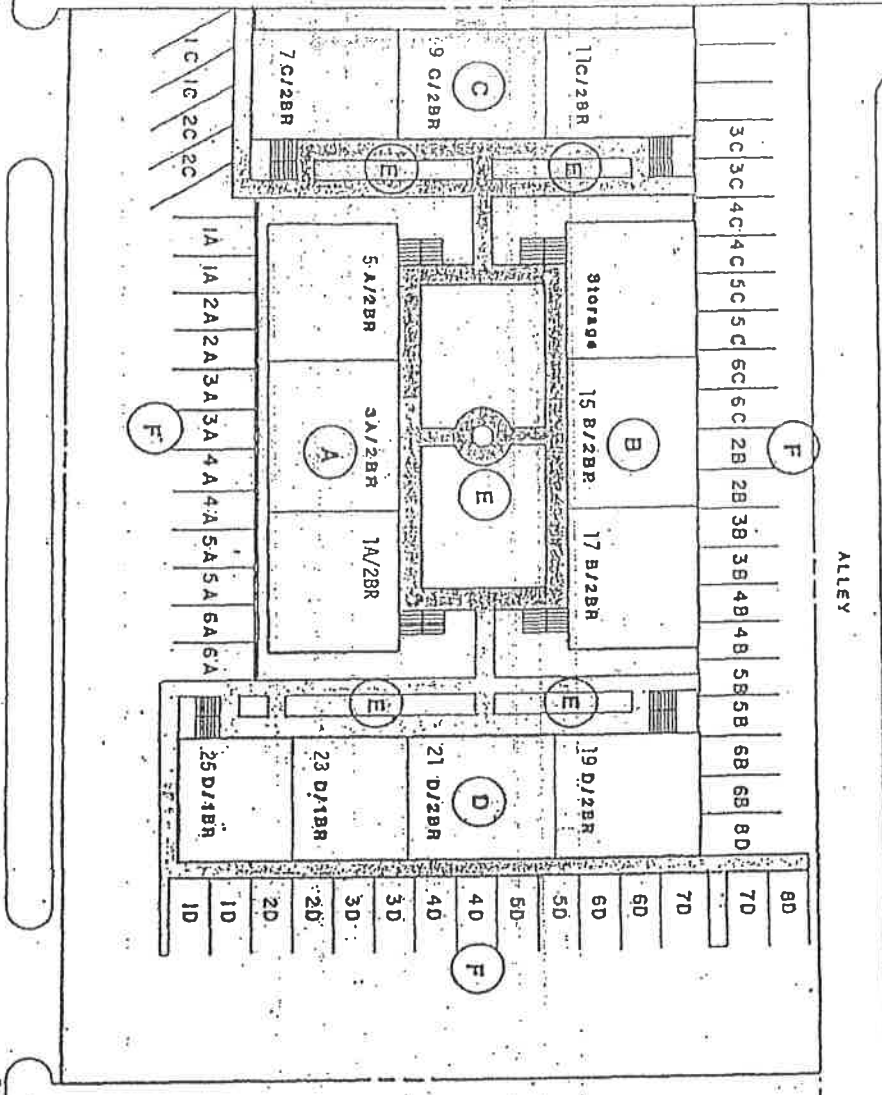
Filed for Record on the 28 day of February A.D. 1987 at 8⁰⁰ o'clock PM.
Duly Recorded this the 28 day of February A.D. 1987 at 2⁰⁰ o'clock PM.

FRANK DENNY, County Clerk
McLennan County, Texas

By Bessie Bowen Deputy

EXHIBIT B-1 AND B-2
Identification of Units

See attached.

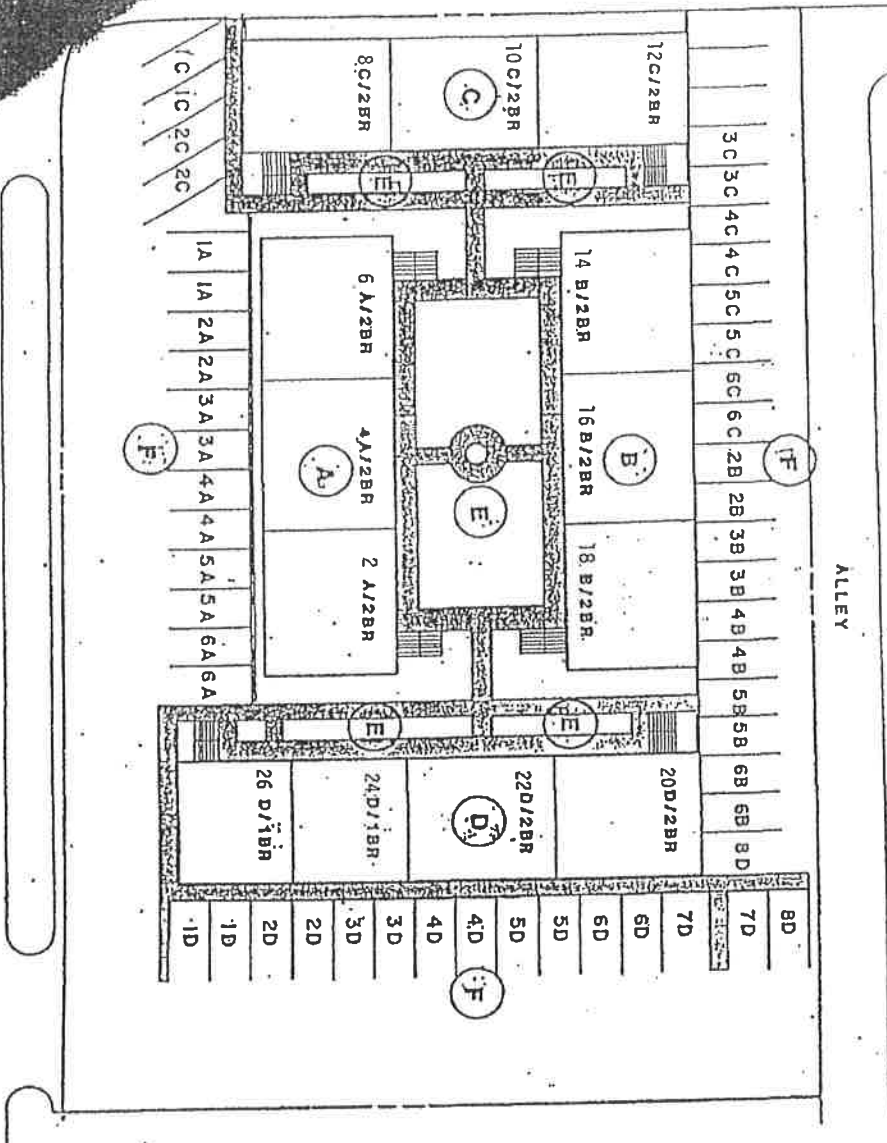


ARRANGEMENT

- A 6 Unit Building (6-2 Br.)
- B 6 Unit Building (5-2 Br., 1 Storage)
- C 6 Unit Building (6-2 Br.)
- D 8 Unit Building (4-2 Br., 4-1 Br.)
- E General Common Area
- F Limited Common Area (Parking)

668 S.F. PER 2BR. UNIT
607 S.F. PER 1BR. UNIT

LOU-ANN CONDO'S FIRST FLOOR



ARRANGEMENT

- A. 6 Unit Building (6-2 Br.)
B. 6 Unit Building (6-2 Br., 1st floor)
C. 4 Unit Building (4-2 Br.)
D. 6 Unit Building (4-2 Br., 4-1 Br.)
E. General Common Area
F. Unimproved Common Area (parking)
G. 8 S.F. PER 2BR UNIT
H. 8 S.F. PER 1 BR UNIT

LOU-ANN CONDO'S
SECOND FLOOR

EXHIBIT C
Bylaws

See attached.