

BOIS DU CHENE

CONDOMINIUM

OWNERS RULES

&

GUIDELINES

General Rules

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Bois Du Chen

SECTION D
GENERAL USE AND MAINTENANCE OF UNIT

1. **Residential Use.**

Each unit must be used solely for residential use, and may not be used for commercial or business purposes. This restriction shall not prohibit a resident from using his or her unit for personal business or professional pursuits, provided that: (i) such use is incidental to the unit's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use; and (iv) such use does not entail visits to the unit by the public, employees, suppliers, or clients.

2. **Annoyance.**

No unit may be used in any way that: (i) may reasonably be considered annoying to occupants of neighboring units; (ii) may be calculated to reduce the desirability of the condominium as a residential community; (iii) may endanger the health or safety of other residents; or (iv) may violate any law or any provision of the governing documents.

3. **Maintenance.**

Each owner, at his or her sole cost and expense, shall maintain his or her unit and keep it in good repair, including the inner, finished surfaces of the unit's perimeter walls, floors, and ceilings.

4. **Patio/Balcony.**

Each resident shall keep his or her unit and patio or balcony in a good state of cleanliness, taking care that the cleaning of his or her patio or balcony does not annoy or inconvenience other residents. A patio/balcony may not be enclosed or used for storage purposes. If the board determines that a patio/balcony is unsightly, the owner shall be given notice by the board to correct the problem within 5 days, after which the board may take corrective action at the owners expense.

5. **Glass.**

Each owner, at his or her sole cost and expense, shall promptly repair and replace any broken or cracked glass in his unit's windows and doors.

3. Noise and Odors.

Each resident shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb residents to other units.

4. Reception Interference.

Each resident shall avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the condominium.

5. No Personal Service.

The Association's employees and agents are not permitted or authorized to render personal services to residents. Each resident agrees that the Association is not responsible for any item or article left with or delivered to the Association's employees or agents on behalf of such resident.

6. Compliance with Law.

Residents may not use the condominium for unlawful activities. Residents shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of Dallas, Texas. A resident who violates this provision shall hold the Association and other owners and residents harmless from all fines, penalties, costs, and prosecutions for the resident's violation or noncompliance.

SECTION G
ARCHITECTURAL CONTROL

1. Common Elements.

Without the board's prior written approval, a person may not change, remodel, decorate, destroy, or improve the common elements, nor do anything to change the appearance of the common elements, including without limitation the entry door, balcony or patio, and landing or walkway appurtenant to the unit.

2. Prohibited Acts. No person may:

- a. Post signs, notices, or advertisements on the common elements or in a unit if visible from outside his or her unit.

- b. Place or hang an object in, on, from, or above any window, interior window sill, balcony, or patio that, in the board's opinion, detracts from the appearance of the condominium.
 - c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, balconies, patios, or passageways.
 - d. Erect or install exterior horns, lights, speakers, aerials, antennas, or other transmitting or receiving equipment, or cause anything to protrude through an exterior wall or roof.
 - e. Place decorations on exterior walls or doors, or on the general common elements.
3. Window Treatments. An owner may install window treatments inside his or unit, at his or her expense, provided:
- a. Any window treatment, including drapes, blinds, shades, or shutters, must be clear or white when viewed from outside the unit;
 - b. Aluminum foil and reflective window treatments are expressly prohibited; and
 - c. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the board.
4. Board Approval.

To obtain the board's written consent for a modification, an owner must submit to the board complete plans and specifications showing the nature, kind, shape, size, materials, colors, and location for all proposed work, and any other information reasonable requested by the board. The board's failure to respond to the owner's written request within 45 days after it receives the owner's request shall be construed as no objection to the proposed changes.

SECTION H VEHICLE RESTRICTIONS

1. Permitted Vehicles.

To be permitted on the condominium, a vehicle must be operable. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the condominium

without the board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, industrial vehicles.

2. Repairs.

Washing, repairs, restoration, or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

3. Space Use.

Because of limited off street parking, all parking spaces on the condominium including assigned covered spaces, shall be used for parking purposes only, and may not be used for storage. No parking space may be enclosed or used for any purpose that prevents the parking of vehicles.

4. No Obstruction.

No vehicle may be parked in a manner that interferes with ready access to any entrance to or exit from the condominium. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the condominium. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as "No Parking."

5. Nuisances.

Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the condominium is discouraged. No vehicle may be kept on the condominium if the board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.

6. Violations.

Any vehicle in violation of these Rules may be stickered, wheel-locked, and towed or otherwise removed from the condominium by the board, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

the animal. Each resident agrees to permanently remove his or her violating animal from the condominium within ten (10) days after receipt of a removal notice from the board.

SECTION K MISCELLANEOUS

1. Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the condominium designed to make the condominium less attractive to intruders than it otherwise might be. The Association, its directors, committees, members, agents, and employees, shall not in any way be considered an insurer or guarantor of security within the condominium, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each owner, resident, guest, and invitee on the condominium assumes all risk for loss or damage to his or her person, to his or her unit, to the contents of his or her unit, and to any other of his or her property on the condominium. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment or measures recommended, installed or undertaken within the condominium.

2. Right to Hearing.

An owner may request in writing a hearing by the board regarding an alleged breach of these Rules by the owner or a resident of the owner's unit. The board will schedule a hearing within 30 days of receiving the owner's written request. At the hearing, the board will consider the facts and circumstances surrounding the alleged violation. The owner may attend the hearing in person, or may be represented by another person or written communication.

3. Mailing Address.

An owner who receives mail at any address other than the address of his or her unit shall be responsible for maintaining with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to owners by the governing documents shall be sent to an owner's most recent address as shown on the records of the Association. If an owner fails to provide a forwarding address, the address of that owner's unit shall be deemed effective for purposes of delivery.

4. Revision.

These Rules are subject to being revised, replaced, or supplemented. Owners and residents are urged to contact the management office to verify the rules currently in effect on any

matter of interest. These Rules shall remain effective until ten (10) days after the Association mails notice of an amendment or revocation of these Rules to an owner of each unit.

5. Other Rights.

These Rules are in addition to and shall in no way whatsoever detract from the rights of the Association under the Declaration, Bylaws, Articles of Incorporation, and the laws of the State of Texas.

6. Effective Date.

These Rules are the initial Rules of the Bois Du Chene Homeowner's Association.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Initial Rules of Bois Du Chene Condominiums, a Texas nonprofit corporation and condominium association, as adopted by the initial Board of Directors at its organization meeting on the ____ day of May, 1996.

IN WITNESS WHEREOF, I hereunto set my hand this the _____ day of May, 1996.

BOIS DU CHENE CONDOMINIUMS
HOMEOWNERS ASSOCIATION
ORIGINAL
SIGNED

By: _____
Secretary
Printed: _____

CONDOMINIUM INFORMATION STATEMENT

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BOIS DU CHENE
CONDOMINIUM INFORMATION STATEMENT

1. **NAMES & ADDRESS [TUCA *82.153(a) (1)]**

a. **DECLARANT:**

(1) **NAME:** Bois Du Chene, Inc., a Texas Corporation, as Nominee for Woodshire Limited Partnership, an Ontario registration, dba Texas Woodshire Limited Partnership

(2) **PRINCIPAL ADDRESS:**

70 University Avenue
Suite 400
Toronto, Ontario M5J2M4

b. **CONDOMINIUM PROJECT**

(1) **NAME:** Bois Du Chene Condominiums

(2) **PRINCIPAL ADDRESS:**

(a) **Physical location address:** 3208 Cole Avenue, Dallas, Texas

(b) **Mailing and Manager's address:**

First Worthing Company
8144 Walnut Hill Lane
Suite 550-LB6
Dallas, Texas 75231

2. **DESCRIPTION OF CONDOMINIUM PROJECT [TUCA *82.153(a)(2)]**

a. **GENERAL DESCRIPTION OF THE CONDOMINIUM:**

The condominium project is located at 3208 Cole Avenue, Dallas, Texas. The project is located in the Vineyard/McKinney Avenue area between the Central Business District and Highland Park.

There are four (4) residential buildings, two three story and two two story buildings with approximately 59,858 square feet which was built in 1984. The complex also has a separate

lounge and recreational building and one swimming pool. There is electronically secured underground parking. All units have their own air conditioning and heating units. A new roof was completed May, 1996.

b. DESCRIPTION OF TYPES OF UNITS:

Unit Name	Number of units	Type	Square Footage
A	3	1bed/2 bath	1048
B	6	2bed/2bath, Den	1235
B1	2	2bed/2bath	1399
C	15	2bed/2bath	1214
D	27	2bed/2bath	1048

c. MAXIMUM NUMBER OF UNITS:

The Bois Du Chene Condominiums, as described in the attached Declaration, contain fifty-three (53) units.

3. ADDITIONAL UNITS, IF ANY [TUCA *82.153(a)(3)]

N/A

4. DEVELOPMENT RIGHTS [TUCA*82.153(a)(4)]

None

5. DOCUMENTS [TUCA*82.153(a)(5)]

Unless otherwise noted, the following documents are attached to this statement and incorporated by reference:

- a. **Declaration.** The Condominium Declaration for the Bois Du Chene Condominiums is attached as Exhibit A.
- b. **Articles of Incorporation.** The Articles of Incorporation of the Bois Du Chene Homeowners Association are attached as Exhibit B.
- c. **Bylaws.** The Bylaws of Bois Du Chene Homeowner's Association are attached as Exhibit C.

- d. **Rules.** The Rules of Bois Du Chen Condominiums are attached as Exhibit D. These are the initial rules of the Association, to be adopted at the organizational meeting of the Association.
- e. **Leases and contracts, other than loan documents, that are required by the Declarant to be signed by Purchasers at closing. (None)**

There are no leases or contracts to be executed by the Purchaser at closing. The Declarant does require the Purchaser to sign an affidavit at closing. The purpose of the affidavit is to induce lenders to make mortgage loans on units, to induce title insurance companies to issue policies with respect to the units, and to affirm Purchaser's understanding of the nature and condition of the property they are purchasing. A form of the Purchaser's affidavit is attached as Exhibit E.

6. **PROJECTED OR PRO FORMA BUDGET [TUCA*82.153(a)(6)]**

- a. **Budget.** The projected budget for the first fiscal year of the Association following the date of the first conveyance to a Purchaser is attached as Exhibit F.
- b. **Preparer.** The budgets were prepared for the Declarant by Vantex Properties, Inc., a Delaware corporation, doing business in Texas as Vantex Properties.
- c. **Assumptions About Occupancy.** The projected budget is based on the assumption that all fifty-three (53) units declared are occupied for all or most of the budget year.
- d. **Assumptions About Inflation.** All budgets are based on a 100 percent net collection rate and the estimates are in current dollars unadjusted for possible inflation.

7. **LIENS, LEASES, OR ENCUMBRANCES [TUCA*82.153(a)(7)]**

Title to the condominiums and each unit is subject to the following:

- a. **All purchase money liens will be released at Closing and Purchaser's purchase money lien shall attach to Purchaser's unit and undivided common interest in the Project.**
- b. **Rights of Parties and/or Tenants in Possession.**
- c. **Any portion of subject property that lies within the boundaries of any public or private roadway or used in connection therewith.**

- d. Drainage Easement dated June 8, 1990, executed by Bois Du Chene/Commodore, Ltd., a Texas Limited Partnership, to City of Dallas, recorded in Volume 90137, Page 1191, Deed Records, Dallas County, Texas.
- e. Zoning Ordinances and Building Codes of the City Dallas, Dallas County, Texas.
- f. All the oil, gas and other minerals, and all other elements not considered a part of the surface estate, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom.

8. WRITTEN WARRANTY [TUCA *82.153(a)(8)]

The Declarant provides no written warranty to the Purchaser.

9. UNSATISFIED JUDGEMENTS OR PENDING SUITS [TUCA *82.153(a)(9)]

Declarant has actual knowledge of the following unsatisfied judgments against the Association and the following pending suits to which the Association is a party, or which are material to the land title and construction of the condominium:

- a. Unsatisfied judgments against the Association: None.
- b. Pending suits to which the Association is a party: None.
- c. Pending suits which are material to the land title and construction of the condominium: None.

10. INSURANCE COVERAGE provided for the benefit of unit owners [TUCA *82.153(a)(10)]

The Declarant, for the benefit of the Association, will obtain a master insurance policy from Davis Poston & Associates. The effective date of the coverage will be upon declaration and will be up for renewal (one) 1 year after its effective date. The following information was provided by Larry Davis, who may be reached at 214-388-0584.

- a. **PROPERTY EXPOSURE TO LOSS:** The policy is written on a blanket broad form covered causes of loss basis with agreed amount and full insurable replacement cost coverages less the applicable deductible. Total coverage for all buildings will be equal to One Hundred percent (100%) of their replacement value.

b. LIABILITY EXPOSURE TO LOSS:

- (1) Commercial General Liability.
 - (a) Bodily Injury and Property Damage Liability-\$1,000,000.00 combined single limit per occurrence.
 - (b) Personal Injury liability & Advertising Injury Liability.
 - (c) Fire Damage Legal Liability.
 - (d) Medical Payment-\$5,000.00 per person.
 - (e) Nonowned Auto-\$1,000,000.00 single limit.

This policy contains an aggregate limit of liability of Two Million Dollars. (\$2,000,000.00), bodily injury and property damage combined, covering the common property.

We are not providing liability coverage for accidents or occurrences that occur within that portion of the premises which is reserved for an owner's exclusive use and occupancy.

c. INCOME EXPOSURE TO LOSS:

- (1) Business Income Insurance.
- (2) Assessment Fees Receivable Insurance. Lost assessments because of a covered loss to the property.

e. PERSONNEL EXPOSURE TO LOSS:

- (1) Workers Compensation Employers Liability Insurance.

f. ADDITIONAL AREAS NOT COVERED: Because of the exclusions in the master policy, you should consult with your own agent about purchasing a policy to cover the following exposures:

- (1) Value of household and personal property.
- (2) Additional living expense.
- (3) Personal injury.

- (4) Loss assessment coverage.
- (5) Value of jewelry, furs, silverware, fine art.
- (6) Business interruptions.
- (7) Value of betterments and improvements made or acquired at the expense of an individual unit owner.

Should a situation occur where you would like to present a claim under the master policy, or if you have any questions regarding your insurance coverage, please feel free to contact us.

11. FEES OR CHARGES FOR USE OF COMMON ELEMENTS [TUCA *82.153(a)(11)]

The Association's board of directors has the authority to impose charges for the use, rental, or operation of common recreational facilities, in accordance with Article IV, Section 4.5(b) of the Declaration.

12. GENERAL INFORMATION

The exhibits which follow this narrative portion provide a more detailed description of the condominium and the rights and obligations of the unit owner. The Purchaser should carefully consider the exhibits, as well as this narrative portion of the Condominium Information Statement. If the Purchaser does not understand any aspect of this Condominium Information Statement, the sales contract, and any other materials provided in connection with the sale of units, the Purchaser should obtain competent legal counsel.

The Declarant reserves the right to amend, in writing, the terms of this Condominium Information Statement. If the change may adversely affect a Purchaser under contract who has received a Condominium Information Statement but who has not yet closed, the Declarant shall furnish a copy of the amendment to that Purchaser before closing. This Condominium Information Statement may not be changed or modified orally.

**BOIS DU CHENE, INC., a Texas Corporation,
nominee for WOODSHIRE LIMITED
PARTNERSHIP AN ONTARIO
REGISTRATION, dba Texas Woodshire Limited
Partnership**

ORIGINAL

SIGNED

Date: _____ 1996

By: _____
Its: _____