



BOIS DU CHENE CONDOMINIUM OWNERS RULES & REGULATIONS

BOIS DU CHENE CONDOMINIUM (A Texas Condominium)

Pursuant to the Declaration, Bylaws, and the Texas Uniform Condominium Act ("TUCA")¹, the Board of Directors ("Board") for the Bois du Chene Homeowner's Association ("Association") is authorized to adopt and enforce rules and regulations. As such, the Board has adopted these Owners Rules & Regulations ("Rules"). These Rules apply to the Units, the Common Elements, Owners and their guests/tenants of the Bois du Chene Condominiums. By owning or occupying a Unit in the Bois du Chene Condominiums, each owner and resident agrees to abide by these Rules as well as the obligations of owners and residents provided in the Declaration and Bylaws.

For the convenience of the Bois du Chene Condominium owners and residents, these rules restate some of the rules and covenants contained in the Declaration. Most of these Rules, however, are in addition to the restrictions found in the Declaration. Words and phrases defined in the Declaration shall have the same meaning when used in these Rules unless defined otherwise herein. In the event of a conflict between governing documents, the hierarchy of the documents shall be as follows: Declaration (highest), Bylaws, these rules (lowest)

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¹ Pursuant to Section 82.102 of TUCA, the Board is vested with the authority to adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of Units and Common Elements, to the extent the regulated actions affect Common Elements or other Units.

8. Section K Miscellaneous Page 12-13
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SECTION A: COMPLIANCE

1. Compliance

Each owner shall comply with the provision of these Rules, the Declaration, the Bylaws, and the community policies promulgated by the Board to supplement these Rules, as, any of these may be revised from time to time (collectively, the “governing documents”). Each owner, additionally, shall be responsible for compliance with the governing documents by the occupants of his or her Unit, and their respective family invitees, tenants, agents, employees, or contractors. Use of “owner” or “resident” in the Rules shall be deemed to include and apply to the owner and all persons for whom the owner is responsible. An owner should contact the Board if he or she has questions about these Rules.

2. Additional Rules

Each resident should comply with all the rules and signs posted from time to time at the condominium by the Association, including those regulating the use of recreational facilities. Such posted rules are incorporated in these Rules for reference. Each resident shall comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the condominium. Such temporary rules are incorporated into these Rules for reference.

3. Waiver

Certain circumstances may warrant a waiver or variance of these Rules. An owner must make written application to the Board for such waiver or variance. If the Board deems the waiver or variance warranted in its sole and absolute discretion, the Board may grant the variance in whole or condition its approval, which such variance must be in writing and signed by the Board to be effective.

SECTION B: OBLIGATIONS OF OWNERS AND RESIDENTS

1. Safety

Each owner or resident is solely responsible for his or her own safety and for the safety, well-being and supervision of his or her guest(s) and any person on the condominium to whom the resident has the duty of care, control or custody.

2. Damage

Each owner is responsible for any loss or damage to his or her Unit, other Units, the personal property of other residents or their guests, or to the Common Elements and improvements, if such loss or damage is caused in whole or in part by the owner or any person for whom the owner is responsible.

Damage Caused

If an owner or their tenant or a guest of the owner or the tenant causes damage to a common area, even accidentally, it is the responsibility of the individual owner to pay for the repair. In addition, if a required repair is an emergency and the HOA incurs any “rush” or “urgent” fees, said owner will be responsible for paying this fee. Examples of situations where an owner damage/rush HOA fee might apply:

Damage to common areas: Such as landscaping, pool furniture, gates, elevator or community clubhouse.

Neglecting maintenance: Failing to address a leak in your unit that causes damage to the unit below.

Guest misconduct: Damage caused by a guest invited to your property

3. Association does not Insure

Each resident is solely responsible for insuring his or her personal property in the Unit and on the condominium including his or her furnishings, automobile, and items kept in storage areas provided by the Association. Personal property placed in or on the condominium shall be solely at the risk of the resident or owner of such personal property. The Association also does not insure any loss of use or alternative living expenses. The Association requires owners and residents to purchase insurance on their personal property and to cover other potential uninsured losses.

4. Risk Management

No owner or resident shall permit anything to be done or kept in his or her Unit or the Common Elements that will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which may be in violation of any law.

5. Reimbursement for enforcement

An owner shall promptly reimburse the Association for the cost of damage to the condominium caused by the negligent or willful conduct of an owner or the person for whom the owner is responsible.

SECTION C: OCCUPANCY STANDARDS

1. Numbers

A Unit may be occupied by no more than 2 persons per bedroom, unless higher occupancies are mandated by public agencies that enforce compliance with the family status protection of the Fair Housing Act.

2. Danger

The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.

3. Occupancy Defined

Occupancy of a Unit, for the purposes of these Rules, shall mean occupancy of at least 30 continuous days, or 60 non-continuous days in any 12 month period.

4. Term of Lease

“Leasing” as used in this section is defined as the regular and exclusive occupancy of a Unit or any portion of a Unit by any person other than the Owner. All initial leases must be for a term of not less than twelve (12) months. No short-term rentals or transient tenants may be accommodated in Unit, and Units may not be used or leased for hotel or other short term rentals purposes. A Unit may be leased only in its entirety. A single room in a Unit can only be leased when part of a shared living arrangement with another tenant on the lease. For purposes of this Section, "short-term rentals" shall mean lease/rental periods of less than ninety (90) days, including leasing a Unit, or any portion of a Unit on a daily or nightly basis. The only exception that it is acceptable is situations involving the sale of a unit whereby the former owner is renting back their unit for a period of time which might be up to 3 months.

Owners may not list their Units for short-term rental on short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com or other vacation or short-term rental website. The Association shall have the power and authority to enforce this section in any legal manner available, as the Board deems appropriate, including, without limitation, the imposition of fines in the amount of \$1,000.00 per night this section is violated.

5. Written Lease

Each lease must be in writing. A copy of each lease shall also be provided to the Board or its designated property management company representative prior to the prospective tenant's occupancy of the Unit.

Each Owner acknowledges and agrees that any lease of his or her Unit shall be deemed to contain the following language and that if such language is not expressly contained in the lease, then such language shall be incorporated into the lease by existence of this section. In addition, the terms and requirements contained herein automatically become a part of any lease and/or an addendum to the lease. These provisions shall also be attached to any lease as an addendum and again, are a part of the lease regardless of whether or not physically attached to the lease. Any lessee or tenant, by occupancy of a Unit, agrees to the applicability of this section and incorporation of the following language into the lease:

The lessee or tenant shall comply with all provisions of the Declaration, Bylaws and Rules of the Association and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure their compliance. Any violation of the Declaration, Bylaws or Rules by the lessee or tenant, any occupant, or any person living with the lessee or tenant, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee or tenant in accordance with Texas law. The Owner hereby expressly delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee or tenant for breaches resulting from the violation of the Declaration, Bylaws and the Rules of the Association, including the power and authority to evict the lessee or tenant as attorney-in-fact on behalf and for the benefit of the Owner.

The Owner transfers and assigns to the lessee or tenant, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements including, but not limited, the use of all recreational facilities and other amenities.

Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws, and Rules of the Association and shall be responsible for all violations and all losses or damage resulting from violations by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be personally sanctioned for any violation. The Owner shall provide the lessee or tenant a copy of the governing documents of the Association, including, but not limited to, the Declaration, Bylaws, and Rules.

In the event that the lessee or tenant, or a person living with the lessee or tenant, violates the Declaration, Bylaws, and Rules for which a violation fine is imposed, such fine shall be assessed against the Owner. The Owner shall pay the violation fine upon notice from the Association.

In the event the Association proceeds to evict the lessee or tenant, any costs, including attorney's fees and court costs associated with the eviction, shall be assessed as an assessment against the Unit and the Owner, such being deemed an expense which benefits the leased Unit and the Owner thereof.

6. Background Checks

Owners may not lease to or allow any person to reside in or occupy a Unit who have been convicted within the previous ten (10) year period of any felony crimes involving violence, crimes against persons, use of firearms, sex crimes, illegal drugs, robbery, aggravated robbery, murder, criminal gang activity, discharge of firearms, gambling, manufacture, sale or use of drugs, manufacture or sale of alcoholic beverages, prostitution, theft, burglary, larceny, destruction of property, or any crime involving a minor. For purposes of these rules, a "registered sex offender" is a person who is registered as a Level 3 (High Risk) or Level 2 (Moderate Risk) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure (Sex Offender Registration Program as it now exists or as it may be amended in the future), or pursuant to any other law of the State of Texas, or pursuant to any local municipal or county ordinance, or pursuant to any other state or federal law or regulation. "Registered sex offender" for purposes of these rules also includes a person who is required to register as a sex offender and who is required to have a risk assessment but who has not been assigned a risk assessment level by the applicable authority or for whom such a risk assessment level is not yet available to the public via the applicable registry program.

Before an Owner executes a lease with a tenant, it shall be the responsibility of the Owner to obtain, at the Owner's sole expense, a criminal background check and sex offender registry check on each known adult tenant who will occupy the residential Unit to ensure that each adult tenant complies with the above requirements. Failure of the Owner to obtain a criminal background check and sex offender registry check on each such adult tenant shall be deemed a violation of these rules and shall authorize the Association, acting by and through the Board of Directors, to proceed with enforcement action against the Owner and tenant as authorized by these rules and other provisions of the Association's governing documents. A copy of a "clear" criminal background check shall be submitted to the Board of Directors prior to the tenant signing a leasing and move-in to the Unit. The Owner and/or tenant shall have the right to remove, redact, or mark over the following sensitive personal information from the copy of the background check clearance provided to the Association: social security number; driver's license number; government-issued identification number; bank account, credit card, or debit card number.

7. Communication to renter Each Owner must present a signed statement from each tenant that they have read these rules and the governing documents of Bois du Chene HOA and agree to comply with the same. This includes the Pet Registration Document.

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 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 (Declaration, Bylaws, and Rules) as determined by the Board in its sole and absolute discretion.

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.

SECTION D: GENERAL USE AND MAINTENANCE OF UNIT (continued)

6. Air Conditioning Equipment

Each owner, at his or her sole cost and expense, shall maintain, repair and replace the heating and cooling equipment/system serving his Unit.

7. Combustibles

A resident shall not store or maintain anywhere on the condominium, (including within a Unit) explosives or materials capable of spontaneous combustion.

8. Grills

Per Dallas Fire Code 308.1: Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks, or within 10 feet of combustible construction.

9. Report Malfunctions

A resident shall immediately report to the Board his or her discovery of any leak, break, malfunction in any portion of his or her Unit or the adjacent Common Elements for which the Association has maintenance responsibility. The failure to promptly report a problem may be deemed negligence by the resident, who may be liable for any further damage caused by the delay.

10. Utilities

Each resident shall endeavor to conserve the use of utilities furnished through the Association, including water consumption within his or her Unit.

11. Frozen Water Pipes

Because the condominium is constructed with water lines in exterior walls, it is the duty of every owner and resident to protect such water lines from freezing during winter months. Between November 1 and March 25 of any year. No Unit may be left unheated and Owners must maintain adequate heat in the Unit to reasonably prevent pipes and lines from freezing. During periods of anticipated below-freezing temperatures, water lines in exterior walls should be allowed to drip continuously, and cabinets enclosing plumbing lines should be left ajar. Dishwashers on exterior walls should not be used during and immediately after periods of extreme cold. Failure by an owner or resident to monitor the local weather and take appropriate precautions shall be deemed negligence.

SECTION D: GENERAL USE AND MAINTENANCE OF UNIT (continued)

12. Required Cleaning: Dryer Vent and Fireplace

Clogged dryer vents and dirty/clogged fireplaces are a major fire hazard and post a risk to the community. Therefore, it is the duty of every owner to ensure their Unit's dryer vent is cleaned every other year. In addition, if the Unit fireplace (s) are in use at any time during the year, it/they must be professionally cleaned every other year.

For both dryer vent and fireplace cleaning, confirmation must be provided to the HOA manager annually on July 1. Failure by an owner to have the dryer vent and fireplace cleaned at least every other year shall be deemed negligence. For fireplaces, it is acceptable for the owner to confirm in the email that the fireplace is never used.

13. Water heaters

Each year on July 1, Owners must provide confirmation to the manager via email with an image that show the age of their water heater. Water heaters that are ten years old or older should be inspected and serviced by a reputable water heater expert in order to determine if the water heater is still viably functioning or requires replacement. Owners must provide the manager via email with a copy of the inspection report. If replacement is required pursuant to the report, the Owner must replace the water heater.

14. Shut off Valve

Each year on July 1, Owners must provide confirmation to the manager via email that a licensed plumber has inspected and tested the water shut-off valves for sinks, ice makers, water heaters and laundry and confirms that they are all functioning properly. Similarly, this email must confirm that hoses for all of the above have been inspected and they are in good condition.

SECTION E: GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

1. Intended Use

Every area and facility in the condominium may be used only for its intended and obvious use. For example, walkways, stairways, sidewalks, elevators, and driveways are to be used exclusively for purposes of access, not for social congregation or recreation.

2. Grounds

Unless the Board designates otherwise in writing, residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements. The following are expressly prohibited: digging, planting, pruning, and climbing.

3. Abandoned Items

No item or object of any sort shall be stored, placed, or maintained anywhere on the general elements including window sills, passageways, and courtyards, except by the Board or with prior written consent of the Board. Items of personal property found on general Common Elements are deemed abandoned and may be disposed of by the Board.

4. Stored Items

If the Association provides storage areas for use by the residents, resident agrees that the Association is not responsible for items stored there by resident, who shall be solely liable at all times for his personal property.

SECTION F: COMMUNITY ETIQUETTE

1. Courtesy

Each resident shall endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other residents.

2. Annoyance

A resident shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other residents or their guests, or the Association's employees or agents.

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. The Board in its sole and absolute discretion shall determine if a noise or odor violates this provision.

4. Reception Interference

Each resident shall avoid doing or permitting anything to be done that may unreasonably interfere with television, radio, telephone, or electronic reception at 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 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.

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 but not limited to the entry gates, landscaping, balcony or patio, and landing or walkway appurtenant to the Unit.

2. Prohibited Acts

No person may:

- Post signs, notices, advertisements on the Common Elements or in a Unit if visible from outside his or her Unit, unless otherwise authorized by Texas law.
- Place or hang an object in, on, or above any window, interior windowsill, balcony or patio that, in the Board's opinion, detracts from the appearance of the condominium.
- Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding or other similar items from windows, doors, balconies, patios, or passageways.
- 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.
- Place decorations on exterior walls or doors or on the general Common Elements. The exception that is allowed is that residents may hang tasteful decorative wreaths on their main entry door.

3. Window Treatments

An owner may install window treatments inside his or her Unit, at his or her expense, provided:

- Any window treatment, including drapes, blinds, shades, or shutters must be clear or white when viewed from outside the Unit.
- Aluminum foil and reflective window treatments are expressly prohibited; and
- 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.

SECTION G: ARCHITECTURAL CONTROL (continued)

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 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, lessee, tenant, 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 of 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. 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 address or their designated email address shall be deemed effective for purposes of

delivery and shall be the default mailing address for all notices to the Owner regarding the Unit and the Owner's obligations to the Association.

On July 1 of each year, each owner must confirm their mailing address, their email address and the phone and email address of each adult living in the property along with their vehicle make, model, year and color and their license plate number. The vehicle information is needed for all vehicles frequently parked at the condominium property.

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 provides notice of an amendment or revocation of those 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.



Balconies & Patios

1. It is each homeowner's responsibility to keep their patios/balconies clean, organized, sanitary and free of clutter.
2. Approval is required in order to construct or close off balconies/patios to the outside.
3. Only patio furniture and live potted plants are allowed on balconies/patios. Any additional items placed or displayed public areas require written Board approval.
4. Back balconies are not to be used for storing coolers.
5. Per Dallas Fire Code 308.1: Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks, or within 10 feet of combustible construction.
6. Firewood may be stored on Units only with back patios. Only ¼ cord can be stored and must be elevated 3 inches from ground surface.

Community Common Areas

1. All homeowners are responsible for picking up stray trash in common areas.
2. Cigarettes and cigars are not to be discarded in community areas.
3. No loud conversation, parties, etc. are allowed in community outside of these hours:
Sunday-Thursday 9am to 10 pm
Friday-Saturday 9am to 12 am

Elevator

1. No smoking in elevator.
2. It is the responsibility of homeowners to pick up trash and debris they deposit in elevators.
3. Damages to elevator and property caused by residents, their moving contractors and service companies are the responsibility of the condominium owner.

Any cost incurred by the HOA to repair the elevator due to damage caused by the owner, tenant or movers of owner or tenant will be the responsibility of the owner, even if the damage happened while owner or tenant was moving out of the property.

Note: Forwarding addresses for move-outs must be provided to the property manager prior to move out.

Exteriors

1. For Sale, Realtor or Rental signage is not to be placed and/or hung on the property or on individual Units. If Realtor Lock Boxes do not fit on front doors and need to be placed elsewhere on Association property, permission is required.

Any permitted Realtor Lock Boxes placed elsewhere on Association property must be removed from Association property within two weeks of closing or fines will be assessed per the violation notification structure and fines document.

2. Front entry areas should not be used for storage of any kind. i.e., bikes, plastic containers, baker's racks, potting soil, furniture, etc.
3. Any furniture placed in front area walkways should not exceed 36 inches in height and shall leave at least 36 inches of unobstructed walkway.
4. No plants are allowed in disposable plastic containers. All pots and planters need to have drain plates where applicable so that plants don't drain onto walkway. Pots/planters or containers must have plants in them, especially those by front doors.
5. Homeowners are not to attach anything to the building surface/exterior or roof (satellite dishes) without prior written approval from the Board.
6. No chains are to be hanging without plants or planters attached. Empty hanging chains are to be removed.
7. Security/emergency/fire/pet decals, if used, should be affixed to glass windows, not wood doors.

Holiday Decorations

Holiday decorations on the outside of Units shall be left to the homeowner's discretion.

1. Christmas and New Year decorations must be removed by January 15.
2. All other holiday decorations must be removed by 1 week after the holiday

Moving in and out the community

1. Moving must occur between the hours of 9 am and 9 pm
2. Residents may request an exception to the rule or special accommodations by reaching out to the Board prior to the move date.
3. Moving trucks cannot block any entrance to the property or block the alley.
4. Any damage to locks/gates or the elevator will be the responsibility of the unit owner associated with individual moving. Any cost incurred by the Association to repair the

elevator due to damage caused by the owner, tenant or movers of owner or tenant will be the responsibility of the condo unit owner, even if the damage happened while owner was moving out of the property.

Note: Forwarding addresses for move-outs must be provided to the property manager prior to move out.

Parking/Garage/Vehicles

1. There is one assigned parking space to each condominium Unit. Additional parking is at the end of the property and in the alley behind building 1.
2. Homeowners or guests are not to park large commercial vehicles, boats, jet skis, etc. in community parking areas.
3. Unsightly cars, disabled vehicles, vehicles with expired registration or abandoned cars will not be permitted on the condominium premises. Vehicles will be towed at the owner's expense.
4. Parking areas are not to be used for vehicle repairs or storage (tools, car equipment)
5. No storage is allowed in the garage.
6. All cars on the Bois du Chene property including those belonging to homeowners, tenants, guests, housecleaners, temporary workers and contractors, etc. must have a Parking Permit displayed in their windshield or will risk being towed at the owner's expense.

Permitted Vehicles

1. 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. 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. **Parking Space Use**
Because of limited off-street parking, all parking spaces at 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 at 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 at the condominium is discouraged. No vehicle may be kept on the condominium property 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 disclaim any liability for damage to vehicles on which the Association exercises these remedies for.

Pets/Animals

A resident may not keep or permit on the condominium a pet or animal of any kind, at any time, except as permitted by these Rules or the governing documents.

Permitted Pets

Subject to these rules, a resident may keep in his or her Unit not more than two house pets (two cats, or two dogs or one cat and one dog) each of which, at maturity, may not exceed the greater of 20 inches in height at the shoulder or 35 pounds in weight.

Permitted house pets include domesticated dogs, cats, caged birds, and aquarium fish. Permitted house pets also include specially trained animals that serve as physical aids to handicapped residents, regardless of the animal's size or type.

Prohibited Pets/Animals

No resident shall keep reptiles of any kind, birds taller than 7", hamsters, gerbils, mice, rodents, guinea pigs, a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred, or maintained for any commercial purpose.

Prohibited Animal related items

No bird feeders of any kind are not allowed on the private patios, balconies, porches or anywhere on the common elements. This is necessary to avoid attracting pests such as insects, squirrels and rodents, which can cause structural problems on the property, getting around pipes, chewing through walls and wiring, leading to risk of fire. Dallas is one of the most rat-infested cities in Texas and in the country.

Pet/Animal Registration

All Pets must be registered with the condominium association. All pet owners must complete the Pet Registration Agreement with Management within one week of residing in the building. Pet owners must register any new or additional pets within one week of arrival in the community. A digital photograph of each pet must be provided at time of registration. An Initial Pet/Animal Registration Fee for each pet may be set by the Board of Directors. Pet

Registration Agreement is not transferable from one Unit Owner or resident or pet to another.

Pet/Animal spay/neuter/microchip

All Pets/Animals on the Bois du Chene property must comply with the animal-related ordinances in [Chapter 7 of the Dallas City Code](#). All cats and dogs must be spayed or neutered by six (6) months of age unless the procedure is deemed medically unsafe by a veterinarian. All cats and dogs must be microchipped. Documentation must be provided at time of Registration.

Pets/Animals (continued)

Rabies Inoculations and Vaccinations

Documentation of rabies inoculations and vaccinations (or a veterinarian's note stating that same are not medically necessary) and compliance with [Dallas City Code Section 7-4.1. - Vaccination of Dogs and Cats](#) for each pet must be provided at the time of registration and in advance of occupancy by the animal, except that if the pet is too young to receive such inoculations or vaccinations, the owner shall provide a veterinarian's note confirming same and shall provide such documentation once the pet is old enough.

Pet/Animal Nuisance and/or disturbance

Pets shall be kept in a manner that does not disturb another resident's rest or peaceful enjoyment of his or her Unit or the Common Elements. No pet shall be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.

Removal

If a resident's pet violates these Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise, the resident or person having control of the animal shall be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice, (not less than thirty (30) days), the resident, upon written notice from the Board, may be required to remove the animal. Each resident agrees to permanently remove his or her violating animal from the condominium within thirty (30) days after receipt of a removal notice from the Board.

Damage

Resident is responsible for any property damage, injury, or disturbance of his or her pet. Any resident who keeps a pet on the condominium shall be deemed to have indemnified and agreed to hold harmless the Board, the Association, and other owners and residents, from any loss, claim or liability of any kind or character whatever resulting from any action of his pet or her pet or arising by reason of keeping or maintaining such pet on the condominium.

Indoors/Outdoors

A permitted pet must be maintained inside the Unit and may not be kept on patios or balconies. No pet may be leashed to any stationary object on the Common Elements. Pets must be leashed, held, or directly controlled in all common areas with the exception that pets may be off leash in the grass lawn areas - to the west of Building 2, west of Building 3 and south and west of Building 4 - IF they are supervised at all times and provided that they are not a nuisance to residents, guests or other Pets/Animals in accordance with the Bois du Chene Pet/Animal Nuisance/ Disturbance rules (see Rule 7).

Pets/Animals (continued)

Pooper Scooper

No resident may permit his or her pet to relieve itself on the condominium, except in areas designated by the Board for this purpose. Resident is responsible for the removal of his or her pet's wastes from the Common Elements. Owners must keep their animals from urinating on the common elements and must wash the area down if the animal accidentally urinates on pathways, planters and other areas in the common elements. The Board will levy a fine against a Unit and its owner each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit's resident (s). This includes all grassy areas within property grounds, the walkways, the garage, the patios and the gardens.

Feeding and caring for managed cat colonies is acceptable

Stray or injured cats shall be trapped by the colony caretaker and care provided as necessary. Where no caretaker is available, stray or injured animals shall be reported to the local animal control authority for rescue.

Under no circumstances are Pets/Animals allowed in the pool area

Pool and Poolside

1. The pool and poolside area are reserved for residents and their guests.
2. No breakable containers allowed in the pool area.
3. No pets allowed in the pool area.
4. Appropriate swimming attire must be worn in pool area at all times (no cutoffs).
5. Be considerate of neighbors by keeping radios, music and noise to a tolerable level.
6. Pool hours Monday- Sunday 6 am – 11 pm. No parties are allowed after hours.
7. Children under 14 years old must be accompanied by adult residents and supervised at all times.
8. Homeowners and guests are responsible for removing floats and other pool toys from the pool area when leaving the area. All items left in the pool area will be discarded.
9. Upon leaving the pool area, homeowners and guests are responsible for closing umbrellas and putting furniture back in its original position.

Security

- For the safety of all residents, please do not share gate or garage codes.
- Please do not provide delivery people with codes.
- Meet deliveries at front gate.
- Residents must close gates securely.
- Do not store drive through gate clicker in your vehicle. If a clicker is lost or stolen, HOA manager must be notified immediately.

Trash

1. General Duty

Residents shall not litter Common Elements, shall endeavor to keep the condominium clean, and shall dispose of all refuse in receptacles provided specifically by the Association for that purpose.

2. Hazards

Residents may not store trash inside or outside his or her Unit in a manner that encourages vermin, causes odors, or may permit the spread of fire. Before discarding coals, ashes, logs or other materials used in barbecue grills or fireplaces, residents shall ensure that the debris is thoroughly cold.

3. Excess Trash

Residents shall place trash entirely within a dumpster, and may not place trash outside, next to, or on top of dumpster. If a dumpster is full, residents should locate another dumpster to hold his trash. Boxes and large objects should be crushed or broken down before being placed in dumpster. Dumpster doors are to be closed at all times when not in use. Residents shall arrange privately for removal of discarded furnishings, construction debris or unusually large volumes of debris.

Trash must be placed either in property dumpster or in resident's Units. Keep trash awaiting removal inside until taken to dumpster.

The following items should NOT be placed in the dumpster. If the following items are placed in BDC dumpsters, fines will be assessed equal to the additional cost charged by the garbage company to remove. **Minimum fine of \$150**

- Christmas trees
- Mattresses
- Furniture
- Remodeling Material
- Appliances
- Carpet

Boxes must be broken before placing in dumpsters. Fines will be assessed for not breaking the boxes down. First offense will be a warning. Second offense will be \$100. Third and any following offenses will be \$500.

Window/Door Glass.

1. It is each homeowner's responsibility to keep their doors, windows, windowpanes and screens clean and sanitary and in good working condition.
2. 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 door



Rules Regarding Association Contracts

The Board of Directors recognizes that directors, owners, or residents in the Association may have the skill, expertise, and experience to provide the Association with services that benefit the community. In particular, those individuals may be viable candidates to perform construction and other services. However, the Board recognizes that there are inherent questions regarding the legitimacy of an arrangement if the Association were to engage such individuals. Therefore, in order to establish safeguards to ensure appropriate steps are taken to safeguard the legitimacy of such engagements, the Board adopts these rules to govern when the Association and/or a Board member, Officer, Director, Owner, or resident desire to contact for the performance of work, services, or construction on behalf of the Association.

The Association may enter into an enforceable contract with a current Association Board member, Officer, Owner, or resident (“Interested Party”), or (i) a person related to the Interested Party within the third degree by consanguinity or affinity, as determined under Chapter [573](#), Government Code, (ii) a company in which the Interested Party has a financial interest in at least 51 percent of profits, or (iii) a company in which a person is related to the Interested Party within the third degree by consanguinity or affinity, as determined under Chapter [573](#), Government Code, has a financial interest in at least 51 percent of profits (the persons or companies described in (i), (ii), and (iii) are all referred to herein as the “Interested Contractor”) only if the following conditions are satisfied:

- (1) the Interested Party and/or Interested Contractor bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Interested Party or Interested Contractor, if reasonably available in the community;
- (2) the Interested Party and/or Interested Contractor:
 - (A) are not given access to the other bids;
 - (B) do not participate in any Board discussion regarding the contract; and
 - (C) do not vote on the award of the contract;
- (3) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Association’s full Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the board members who do not have an interest governed by this subsection; and

(4) the Association's Board certifies that the other requirements of this subsection have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest governed by this subsection.