



**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
BOIS DU LAC CONDOMINIUM ASSOCIATION, INC.**

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF DEDICATORY INSTRUMENTS FOR BOIS DU LAC CONDOMINIUM ASSOCIATION, INC. (this "Notice") is made this 5th day of January, 2011, by BOIS DU LAC CONDOMINIUM ASSOCIATION, INC. (the "Association").

WITNESSETH:

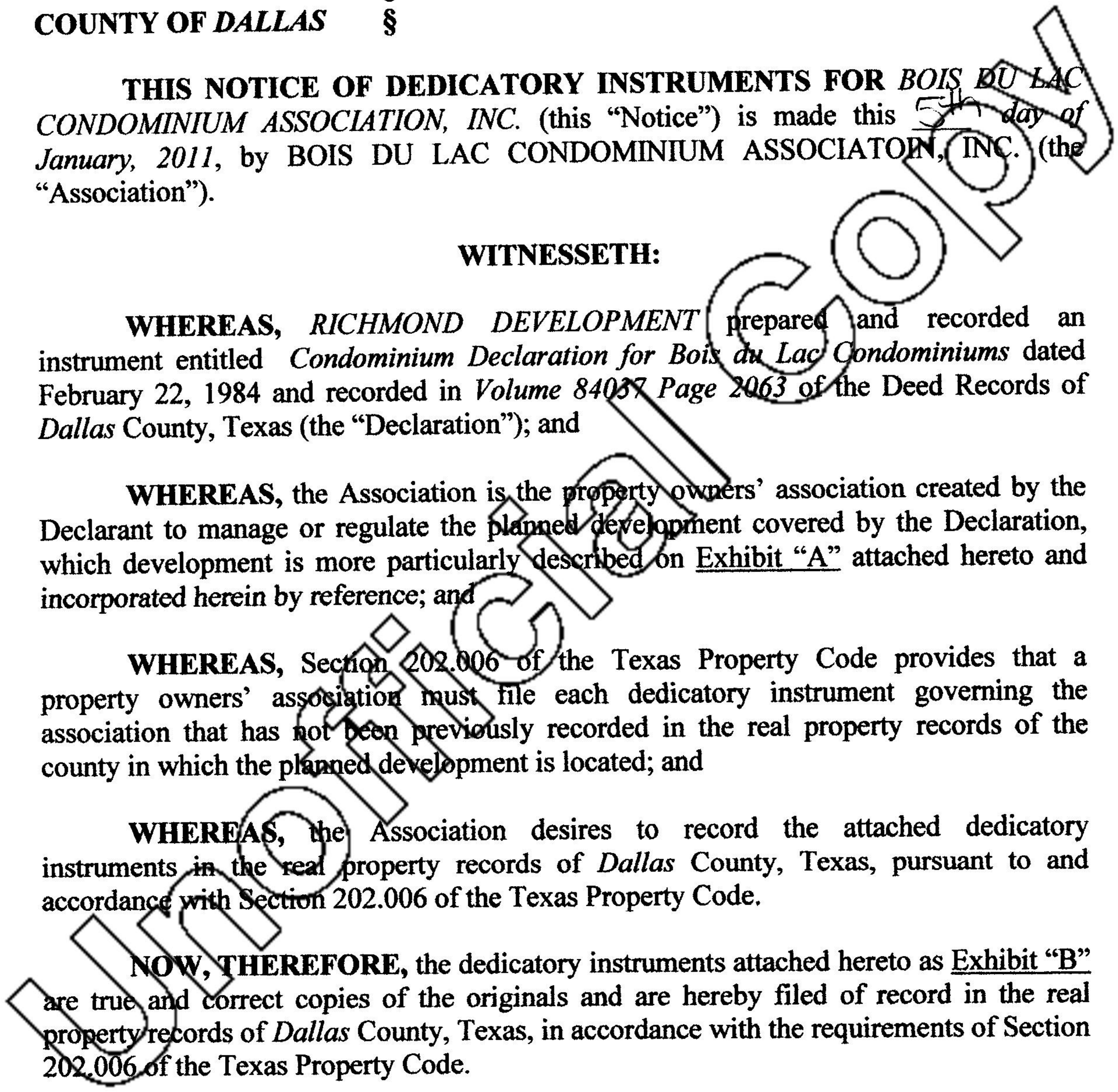
WHEREAS, RICHMOND DEVELOPMENT prepared and recorded an instrument entitled *Condominium Declaration for Bois du Lac Condominiums* dated February 22, 1984 and recorded in *Volume 84037 Page 2063* of the Deed Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Dallas County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit "B" are true and correct copies of the originals and are hereby filed of record in the real property records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.



IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

**ASSOCIATION: Bois du Lac Condominium Association, Inc.,
a Texas corporation**

By: *Karen G. Bondurant*
Its: PRESIDENT

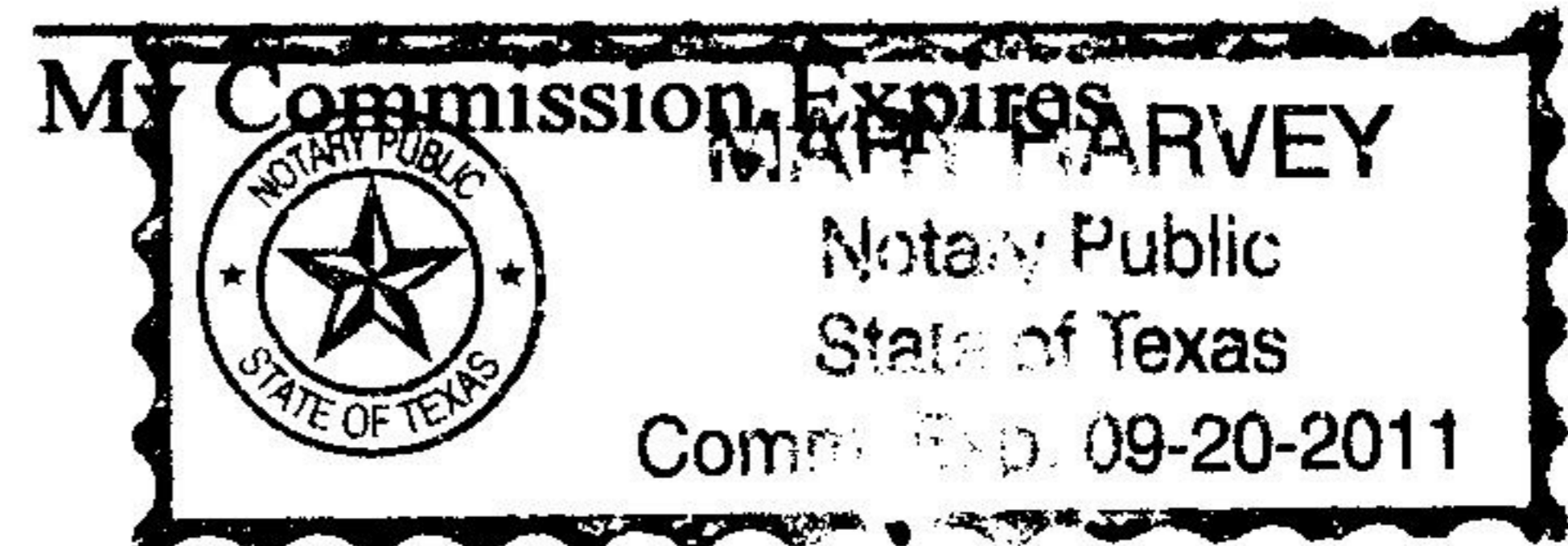
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared *Karen G. Bondurant*, *President* of *Bois du Lac* known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this *5th* day of *January*, 2011.

Mary Harvey
Notary Public
State of Texas



UNOFFICIAL COPY

Resolution
Rules and Regulations
Revision January 2011

WHEREAS, The Board of Directors of the Bois du Lac Condominium Association, Inc. finds there is a need to amend and revise Rules and Regulations.

WHEREAS, Article 3, Section 2 Powers and Duties of the Bylaws of Bois du Lac Condominium Association, Inc. states in part... "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Condominium Act, the Declaration or these Bylaws directed to be exercised and done by vote of the Unit Owners. The Board of Directors shall have the power from time to time to adopt Rules and Regulations deemed necessary for the enjoyment of the Units provided the Rules and Regulations shall not be in conflict with the Condominium Act, the Declaration or these Bylaws...."

NOW THEREFORE, BE IT RESOLVED THAT, the Rules and Regulations for Bois du Lac Condominium Association, Inc. have been reviewed and revised and are approved for implementation after a thirty-day notice to the owners and recording with Dallas County. This revision will be dated January 2011.

IT IS FURTHER RESOLVED that this action will become effective immediately and will be noted in the minutes at the next meeting of the Board of Directors.



Karen Bondurant, President

Date: 1-4-11



Debbie Montgomery, Vice President

Date: 1-4-11

**BOIS DU LAC CONDOMINIUMS
RULES AND REGULATIONS**

Revised as of January 1, 2011

Bois du Lac Condominium Association, Inc., acting through its Board of Directors, has adopted the following Rules and Regulations, which may be amended from time to time by resolution of the Board of Directors. It is the sole responsibility of each Unit Owner to communicate these rules to his/her family, tenants (whether or not in residence), employees, agents, visitors and guests, as well as to any invitee or licensee of the Unit Owner or his/her family or tenant.

The term "Unit Owner" applies to each owner, his/her family, tenants (whether or not in residence), etc., as above. All Unit Owners shall comply with the Rules and Regulations hereinafter set forth.

These Rules and Regulations are supplementary to, not in lieu of provisions set forth in the Declaration and/or in the Bylaws of the Condominium Association. In case of any inconsistency between the foregoing, the following shall prevail in this order: the Declaration, the Bylaws, and the Rules and Regulations.

1. Owners shall not alter, renovate, repair or make improvements to the exterior of the Building or Common Elements, which is the responsibility of the Association. No owner shall interfere in any manner with any portion of the pool house, swimming pool, plumbing, heating, air-conditioning, or lighting apparatus, which are part of the Common Elements and not part of the Owner's Unit. Repair of any damage to any of the Common Elements as a result of such interference shall be paid for by the Unit Owner responsible for the damage.
2. Any damage incurred to a Building or to any of the Common Elements caused during the moving or carrying of any article, and including during a move-in or a move-out, shall be paid for by the owner/resident concerned.
3. No owner shall engage any employee or contractor of the Association for any private business of the owner without prior consent of the Association.
4. There shall be no obstruction of the sidewalks, driveways, entrances, hallways or other passageways, nor use thereof by any Unit Owner for any purpose other than ingress to and egress from the Building and the Units.
 - a) Nothing shall be stored in or on the Common Elements (which include the Storage Shed and the elevator closets) without the consent of the Association except as herein or in the governing documents as expressly provided.
 - b) No public hallway or stairway shall be decorated or furnished by any Unit Owner in any manner. Size- and space-appropriate, specifically outdoor,

patio furniture and live potted plants may however, be placed on individual patios and in front of or next to individual Unit's doors.

c) Open flames of any kind, including but not limited to charcoal grills, fire pits, and tiki torches, are not permitted on the property.

d) Gas grills are acceptable but must be covered with a manufacturer's grill cover when not in use.

5. Nothing shall be done in any Unit or in, on, or to the Common Elements which may impair the structural integrity of any Building or of any adjacent Unit, or which may structurally change the Building. Nor shall any Unit Owner permit anything to be done to or kept in his/her Unit or in/on the Common Elements which could result in the cancellation of insurance on any parts of the Building or contents thereof, or which would be in violation of any public law, ordinance, or regulation. Nor shall any Owner alter, construct, place upon, or remove from the Common Grounds any item without prior approval from the Board of Directors.

6. No trash or trash bags shall be placed or left on any patio, balcony, or other Common Element. All trash shall be placed in the receptacle(s) provided or approved by the Association.

a) Trash bags shall be placed in, not beside, the Dumpster.

b) No furniture or other large objects shall be placed in the Dumpster; they should be placed beside the Richmond vehicle gate for **City pick-up on the third Monday of each month.**

7. No bicycles, toys, benches, chairs or other articles of personal property shall be left unattended in public areas of the Building or passageways, parking areas, courts, sidewalks, lawns, or elsewhere on the Common Elements, not limited to but including the Storage Shed and the elevator closets.

8. Each Unit Owner shall keep his/her Unit in a good state of preservation, repair, and cleanliness, and shall not sweep or throw or permit to be swept or thrown there from, or from the doors, windows, or patios of balconies thereof, any dirt or other substance. The cost of any and all repair or cleaning services, including chimney sweeping and airvent cleaning, shall be the responsibility of the Unit Owner.

9. All Unit Owners/residents shall keep the volume of any radio, television, phonograph, amplifier, or musical instrument in their Units sufficiently reduced to a level so as not to disturb other residents.

10. Owners/renters, their families, guests, visitors, or licensees shall not at anytime or for any reason enter upon or attempt to enter upon the roof(s) of the Building(s),

except in connection with allowing necessary and authorized repairs to, or installation of, equipment located thereon.

11. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other customary household pets **weighing 25 pounds or less**, without prior board approval, may be kept in a Unit subject to compliance with the governing documents and these Rules and Regulations.
 - a) The owner of any animal shall promptly remove and dispose of waste left on the grounds of the Common Elements by his/her animal. Pet Owners are requested to take their pets outside of Bois du Lac to relieve themselves; if there should be damage to plantings due to pet waste left in Common Areas, the Owner involved shall be responsible for any (additional) caretaking or landscaping costs incurred.
 - b) The privilege to keep any animal in any Unit shall be revocable upon written notice from the Association if (i) the animal becomes a nuisance to other Owners, or is determined to be of a vicious breed. (ii) the Owner of the animal shall have been given written notice stating the nature of the problem and requesting its correction, and (iii) following such notice, the problem with the animal is not promptly corrected. Upon failure to correct a problem as to which notice has been provided as above, the Association may require the Owner to remove the animal.
 - c) As of the date of the January 1, 2011 amended Rules and Regulations, the previous rule regarding the maximum weight limit of authorized pets shall be enforced, with the exception regarding larger animals who already reside at Bois du Lac; those animals shall be considered "grandfathered" in as an exception to the weight limit rule.
 - d) Dogs shall be kept on leash at all times when outside their home. This rule reflects the Dallas City Ordinance. While our community is a gated community, the Ordinance still applies. Please be a responsible pet owner.
 - e) **For new Owners/residents who move in after January 1, 2011, and bring an approved pet with them, a non-refundable \$250 pet deposit will be required to assist in expenses incurred for maintaining our waste control stations.**
12. No shades, awnings, reflective window film, window guards, ventilators, fans or individual air-conditioning devices shall be installed or used in or about the building, including on patios.
 - a) Permissible interior window treatments visible to the exterior shall be white only, whether they be blinds or draperies.
 - b) No interior window treatment shall be permitted if the Association determines that such treatment causes an unsightly detraction from the exterior appearance of the Building.

13. No sign, notice, or advertisement shall be inscribed or imposed or projected from any window, door, or other part of the buildings. Only professionally produced realtor signs are permitted outside of the common area.
14. All personal property placed in any portion of the Building or any place appurtenant thereto, including without limitation the storage areas (as approved by the Association), shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.
15. Unless otherwise authorized by the Association, the Parking lot areas may be used only for parking of automobiles, motorcycles, bicycles, recreational vehicles, boats or trailers (provided that none of the foregoing shall be parked or placed in any parking space in a manner so as to encroach over the exterior of such parking space or into a common driveway).
 - a) Owners' cars, motorcycles, bicycles, recreational vehicles, boats or trailers, shall not be parked in spaces designated for guests (marked as Visitor spaces).
 - b) The Association shall have the right to remove such vehicle parked in violation at the expense of the violator.
 - c) All vehicles parked in the Parking areas must display current registration and inspection stickers and be in operating condition. No repairs may be done to a vehicle in the parking area.
 - d) No vehicles shall be parked in the Parking area with "for sale" signs attached.
 - e) No owner or guest shall park in a space marked Handicapped unless such person's vehicle displays the handicapped permit.
 - f) The owner of each one-bedroom unit is entitled to one "covered" parking space and the owner of each two-bedroom unit is entitled to one "covered" space and one "uncovered" space. You may not occupy more than your designated number of spaces.

Neither the Board nor Management makes Parking Space Assignments. New Owners/residents shall inherit, and be informed by the previous Owner, as to, the number(s) of their Parking space(s). In the case of conflict, or if a new Owner has a specific parking space (or spaces) specified in his/her original Deed, the Board shall address the situation and mediate a mutually agreeable solution. The Secretary of the Board, or another assigned Board member, shall maintain a list of current Parking Assignments. Current parking assignments will not be changed or amended by the Board.

16. The Pool area shall be used only by Owners/renters and their guests. All guests at the pool must be accompanied by a resident.

- a) Swimming in the pool is at your own risk, as no lifeguard is present or required.
- b) No children are allowed in the pool without an attending adult present at poolside at all times.
- c) All pool furniture shall be left in order upon leaving the area.
- d) No trash shall be left on surfaces surrounding the pool.
- e) The pool Clubhouse may be used for Owners' events on a reservation basis. A deposit of \$150.00 shall be paid to the Association at the time of the reservation and refunded if the area is left clean and in order after the event. The cost of replacing any items missing, found broken, or in need of cleaning after the event shall be paid by the Owner responsible.

17. Satellite dishes may not be installed on balconies or on the buildings' roofs. The use of dishes which were installed on the roof prior to 2004 shall continue to be permitted; otherwise, satellite dishes must be installed on the roof(s) of the Parking Areas.

FINING POLICY

As of the date of approval of these Rules and Regulations, a System of Fining Owners (or, Owners on behalf of their renters) for violations of any of these Rules and Regulations shall be in effect:

- a) First notice of violation: a letter asking for compliance or appeal within 15 days.
- b) Second notice of violation (non-compliance): a letter asking for compliance or appeal within 15 days, otherwise subject to a fine of \$25.00.
- c) Third notice of violation (non-compliance): a demand letter asking for compliance or appeal in writing to the Board via Management within 7 days, otherwise subject to a fine of \$25.00 per week until resolved.
- d) All accrued fines will be added to homeowner's association account. The exact amount of any fine shall be determined by the Board of Directors, in agreement with, and as collected by Management.

EXHIBIT A

BEING Lots 5-A, 5-B, 6-A, 6-B, 7-A, 7-B and 8-A of Sid Henry's Resubdivision of part of Lot 5 and all of Lots 6 and 7 and part of Lot 8 in Block 6/2100 of Edgemont Park Addition, an addition to the City of Dallas, Texas, according to the Map thereof recorded in Volume 9, Page 75, Map Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a corner formed by the easterly right-of-way of Alderson Street and the southerly right-of-way of Richmond Avenue;

THENCE along the southerly right-of-way of Richmond Avenue South $89^{\circ}47'23''$ East, a distance of 350.00 feet to an iron pin set for a corner;

THENCE departing the southerly right-of-way of Richmond Avenue South $00^{\circ}15'39''$ East a distance of 187.97 feet to an iron pin set for a corner that is in the northerly right-of-way of a 10 foot alley;

THENCE along the northerly right-of-way of a 10 foot alley North $89^{\circ}26'57''$ West a distance of 350.00 feet to an iron pin set for a corner that is in the easterly right-of-way of Alderson Street;

THENCE departing the northerly right-of-way of a 10 foot alley and continuing along the easterly right-of-way of Alderson Street North $00^{\circ}16'00''$ West a distance of 185.87 feet to an iron pin set for a corner and the PLACE OF BEGINNING and CONTAINING 1.5018 acres of land.

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
01/05/2011 01:10:55 PM
\$48.00



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