

2017

HERITAGE
A U C T I O N S
LUXURY REAL ESTATE

**3525 TURTLE CREEK DUE DILIGENCE
PACKAGE**

3525 TURTLE CREEK BLVD, UNIT 17B
DALLAS, TX 75219

PRESENTED BY: HERITAGE AUCTIONS

855-261-0573

LUXURYESTATES@HA.COM

3525 TURTLE CREEK DUE DILIGENCE PACKAGE

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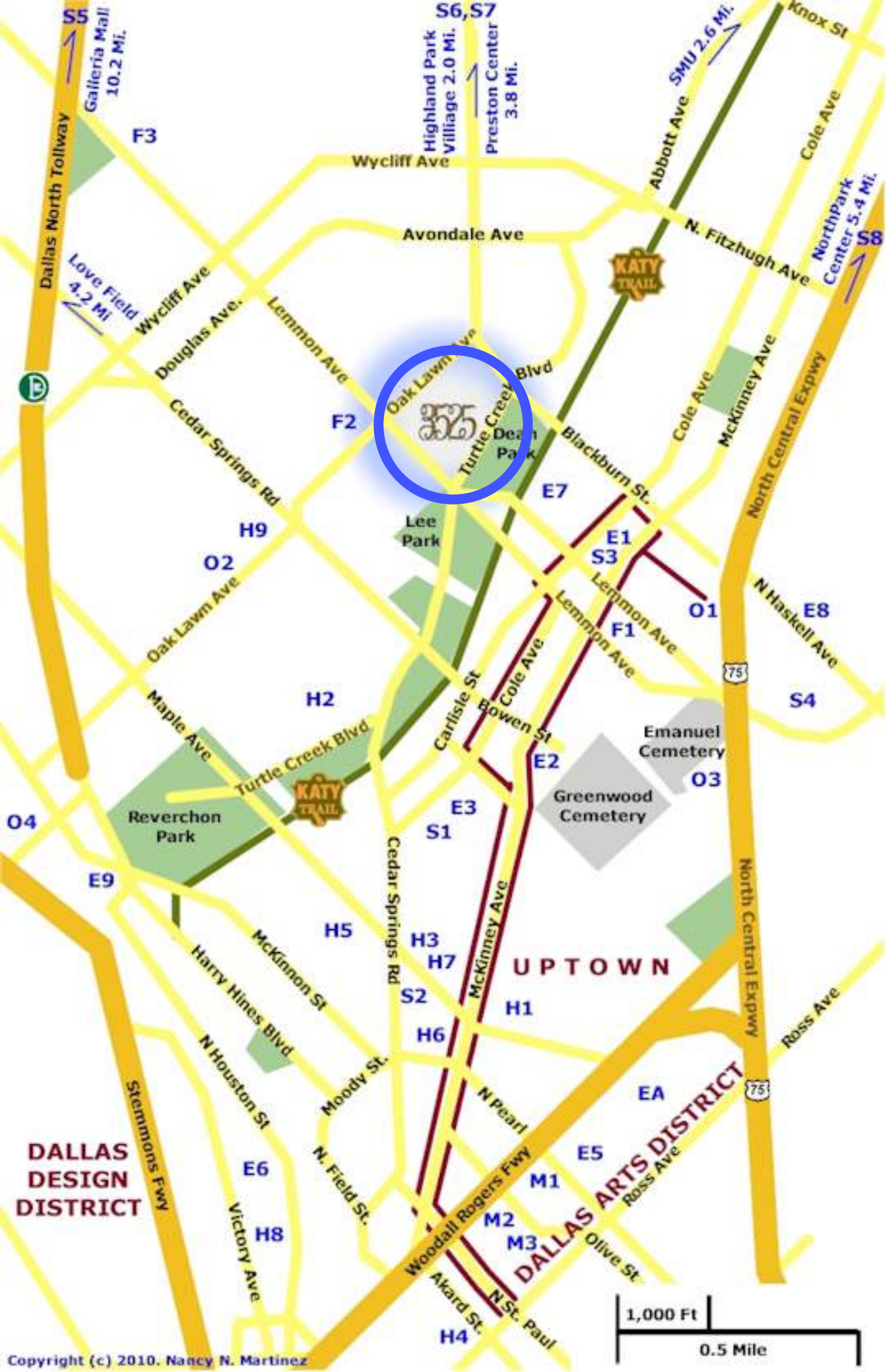
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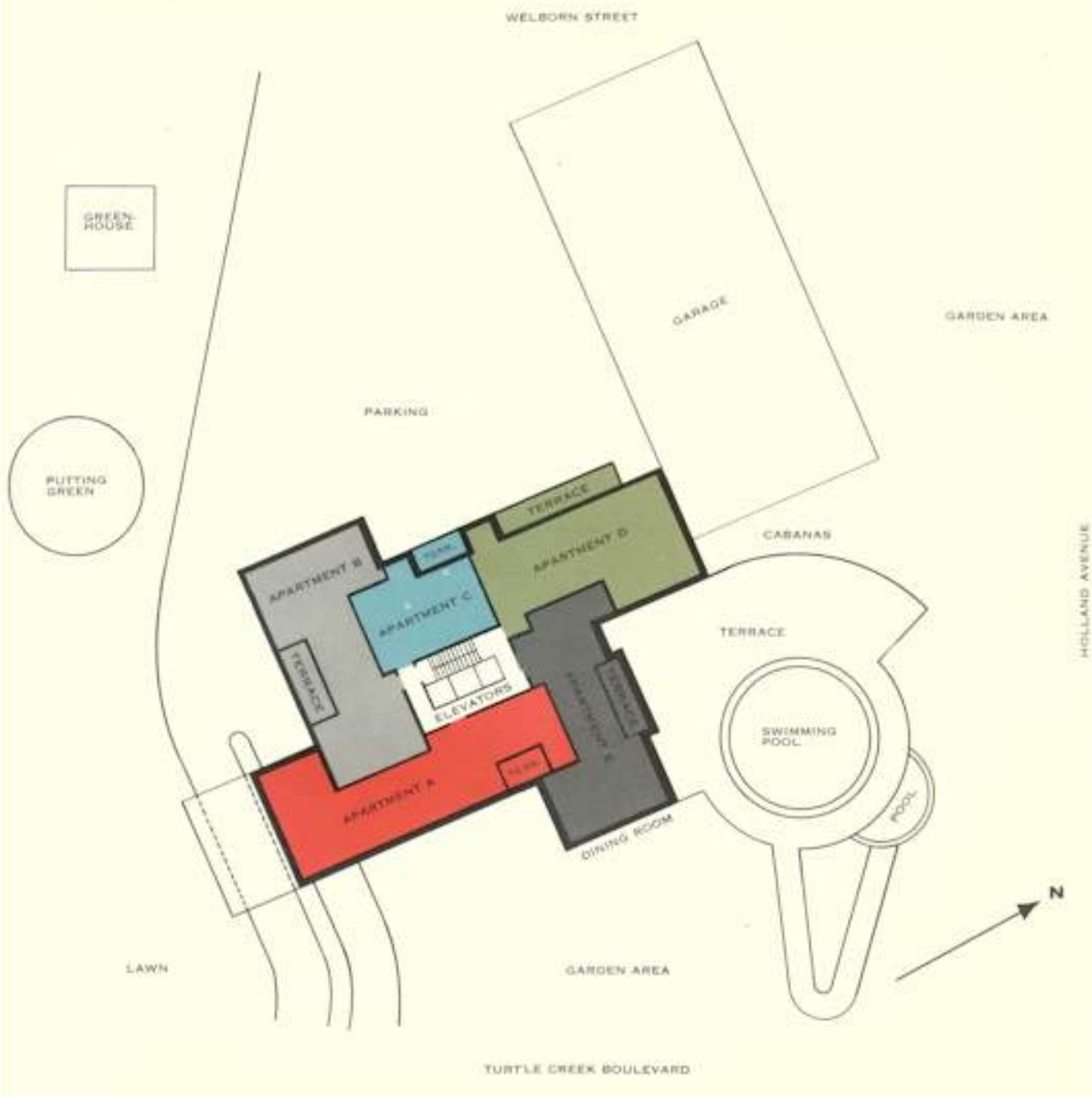
FEATURES

3525 Turtle Creek Blvd Apt 17B

- White glove service: 24-hour valet and doorman, concierge and security
- 2 Master bedrooms
- 2 full en suite baths
- 1 half bath
- 3,671 sq ft
- 2 garage spaces
- 2 Living Areas
- 17th Story
- Formal Dining Room
- Breakfast Bar
- Butler's Pantry with stone counter
- Eat-in Kitchen with Granite Countertops, Island
- Custom Closet System in master bedrooms,
- Jetted Tub
- Linen Closet
- Separate Shower
- Sitting Area in Master
- Walk-in Closets
- Kitchen Equipment: Built-in Refrigerator/Freezer, Convection Oven, Cooktop - Electric, Dishwasher, Disposal, Double Oven, Indoor Grill, Vent Mechanism, Warmer Oven Drawer, Water Line to Refrigerator, trash compactor
- Large wet bar with fridge close to den
- Cable TV Available
- Elevator
- High Speed Internet Available
- Paneling
- Plantation Shutters
- Sound System Wiring

SITE PLAN/SITE MAP





EXCLUSIONS

All personal property and furnishings will be retained by the seller.

SELLER'S DISCLOSURE



SELLER'S DISCLOSURE NOTICE TO BE COMPLETED BY SELLER(S)

CONCERNING THE PROPERTY AT

3525 Turtle Creek Blvd

17B

Dallas

TX

75219-5510

Dallas

(STREET ADDRESS AND CITY)

COUNTY

NOTE: Effective January 1, 1994, Section 5.008 of the Texas Property Code (the "Code") requires a seller of residential real property of not more than one dwelling unit to deliver a copy of the Seller's Disclosure Notice, completed to the best of the seller's belief and knowledge, to a purchaser on or before the effective date of a contract for the sale of the Property. If a contract is entered into without the seller providing the notice, the buyer may terminate the contract for any reason within seven (7) days after receiving the notice. If information required by the notice is unknown to the seller, the seller may indicate that fact on the notice and thereby comply with the requirements of Section 5.008 of the Code. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

THIS STATEMENT IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE OF THE SELLER'S SIGNATURE INDICATED BELOW. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR LISTING BROKER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER(S) MAY WISH TO OBTAIN. A BUYER IS URGED TO OBTAIN AN INSPECTION OF THE PROPERTY BY A QUALIFIED, LICENSED INSPECTOR. THE FOLLOWING STATEMENTS ARE REPRESENTATIONS MADE BY THE SELLER(S) BASED UPON SELLER'S KNOWLEDGE AND ARE NOT REPRESENTATIONS OF THE LISTING BROKER OR ANY OTHER BROKER PARTICIPATING IN A SALE TRANSACTION. THE METROTEX ASSOCIATION OF REALTORS®, INC., THE GREATER METRO MULTIPLE LISTING SERVICE OR ANY MULTIPLE LISTING SERVICE, AND THE LISTING BROKER HAVE RELIED UPON THE FOLLOWING INFORMATION IN DISSEMINATING INFORMATION ABOUT THE CONDITION OF THE PROPERTY.

GENERAL INFORMATION

1. The Property is currently:

- ☐ Owner occupied ☐ Estate
☐ Leased ☐ Foreclosure
☐ Vacant since _____

- If owner occupied, for _____ years

- If not owner occupied, for 6 months years

- If leased: Origination Date _____

Expiration Date _____

2. Seller is the current owner of the Property and can sell the Property without being joined by any other person:

- ☒ Yes ☐ No

- If "No", explain: _____

3. Is Seller a United States citizen?

- ☒ Yes ☐ No

- If "No", is Seller a "foreign person" as defined in the Internal Revenue Code?

- ☐ Yes ☐ No

4. Check any of the following tax exemptions which Seller claims for the Property:

- ☒ Homestead ☐ Senior Citizen
☐ Disabled ☐ Disabled Veteran
☐ Agricultural ☐ Other _____

5. Is there currently in force for the Property a written Builder's Warranty?

- ☐ Yes ☐ No ☒ Unknown

- If "Yes", identify the warranty by stating:

Name of Company issuing warranty: _____

Warranty Number: _____

6. Except for manufacturer warranties, if any, on appliances, does there exist any other warranties for the Property?

- ☒ Yes ☐ No ☒ Unknown

- If "Yes", identify the warranties: New Ice maker in bar. WARRANTY - factory - at house

7. Are there any pending or threatened condemnation proceedings which affect the Property?

- ☐ Yes ☐ No ☒ Unknown

- If "Yes", explain: _____

8. Has the Seller asserted any claim under any insurance policy or against any person for any physical condition of the Property?

- ☐ Yes ☒ No ☐ Unknown

- If "Yes", explain: _____

9. Has the Seller ever collected any insurance payments pursuant to a claim you have made for damage to the Property and then not used the proceeds to make the repairs for which the claim was submitted? ☐ Yes ☒ No

If "Yes", explain: _____

10.A. Seller has not received any notices, either oral or written, regarding the need for repair or replacement of any portion of the Property from any governmental agency, appraiser, inspector, mortgage lender, repair service, or other except:

see inspection report
see condo info on all New Fire Alarm system which is up to code.

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10. B. List and attach any written inspection reports that Seller has received within the last five years that were completed by persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections.

Date of Inspection	Type of Inspection	Name of Inspector/Company	# Pages	Attached (Y/N)
10-2-17				

Explanatory comments by Seller, if any: There is New Fire detection system throughout installed by HOA/building. ref. all questions to Condo Assoc.

A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors of the buyer's own choice.

INFORMATION ABOUT EQUIPMENT AND SYSTEMS

11. For items listed below in Section 11, check appropriate box if items are included in the sale of the Property and are presently in "Working Condition" and there are no known defects. Please check if item has been replaced (note date of replacement) or explain if the item is repaired or in need of repair. Check "N/A" for items that do not apply to the Property or not included in the sale. NOTE: THIS NOTICE DOES NOT ESTABLISH WHICH ITEMS ARE TO CONVEYED IN A SALE OF THE PROPERTY. THE TERMS OF A CONTRACT OF SALE WILL DETERMINE WHICH ITEMS ARE TO BE CONVEYED.

EQUIPMENT & SYSTEMS	N/A	WORKING CONDITION	HAS BEEN REPLACED	DATE REPLACED Month / Year	IN NEED OF REPAIR	DATE / DESCRIPTION OF COMPLETED OR NEEDED REPAIRS
Attic Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Automatic Lawn Sprinkler System (Front ___ / Back ___ / Left Side ___ / Right Side ___ / Fully ___)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Carbon Monoxide Alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Cable TV Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Ceiling Fan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Cooktop (Gas ___ / Electric ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Cooling (Central Gas ___ / Electric ___) # Units <u>NA</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Cooling (Window ___ / Wall ___ / Evaporative Coolers ___) <u>building</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Electrical System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Emergency Escape Ladder(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Exhaust Fan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Fire Detection Equipment (Electric ___ / Battery Operated ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Garage Door Opener(s) & Controls (Automatic ___ / Manual ___) # Controls ___	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Gas Fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Gas Lines (Natural ___ / Liquid Propane ___)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Heating (Central Gas ___ / Electric ___) # Units ___	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Heating (Window ___ / Wall ___)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Hot Tub	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Ice Maker	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Intercom System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Lighting Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Media Wiring & Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Outdoor Cooking Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Oven (Gas ___ / Electric ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Oven - Convection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Public Sewer & Water System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Range (Gas ___ / Electric ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

PROPERTY ADDRESS: **3525 Turtle Creek Blvd** **17B**
 MetroTax Association of REALTORS® 7167 Sept 2017

Dallas
 Buyer's Initials _____

TX 75219-3516
 Buyer's Initials _____

SELLER'S DISCLOSURE NOTICE— PAGE 2 OF 8
 Seller's Initials _____ Seller's Initials _____

EQUIPMENT & SYSTEMS	NA	WORKING CONDITION	HAS BEEN REPLACED	DATE REPLACED	IN NEED OF REPAIR	DATE / DESCRIPTION OF COMPLETED OR NEEDED REPAIRS
Refrigerator (Built-In)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Satellite Dish and Receiver	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Sauna <i>Skam unit in west shower</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	
Security System(s) (In Use ___ / Abandoned ___)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Septic or other On-Site Sewer System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Shower Enclosure & Pan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Smoke Detector—Hearing Impaired ___ <i>do not know</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Spa <i>jacuzzi tub</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	
Stove (Free Standing) For Heating (Free Standing)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Swimming Pool & Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Swimming Pool Built-In Cleaning Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Swimming Pool Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	
TV Antenna	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Water Heater (Gas ___ / Electric ___)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Water Softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Wells	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

INFORMATION ABOUT STRUCTURE / OTHER

STRUCTURE / OTHER	NA	WORKING CONDITION	HAS BEEN REPLACED	DATE REPLACED	IN NEED OF REPAIR	DATE / DESCRIPTION OF COMPLETED OR NEEDED REPAIRS
Basement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Carport (Attached ___ / Not Attached ___)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Drains (French ___ / Other ___)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Driveway	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Electrical Wiring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Fences	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Fireplaces(s) / Chimney (Mock)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Fireplaces(s) / Chimney (Wood burning)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Fireplace(s) with gas logs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Floor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Foundation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Garage (Attached ___ / Not Attached ___)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Lighting (Outdoor)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Patio / Decking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Retaining Wall	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Rain Gutters and Down Spouts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Roof	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Sidewalks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Skylight(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Sump or Grinder Pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Walls (Exterior / Interior)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Washer / Dryer Hookups (Gas ___ / Electric ___)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Window Screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	

PROPERTY ADDRESS: **3525 Turtle Creek Blvd 17B Dallas TX 75219-8616** SELLER'S DISCLOSURE NOTICE— PAGE 3 OF 8
 MetroTex Association of REALTORS® 7167 Sept 2017 Buyer's Initials _____ Seller's Initials _____

	YES	NO	UNKNOWN	IF "YES", EXPLAIN
WOOD ROT Damage Needing Repair?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Property covered by flood insurance? (If "Yes" attach "Information About Special Flood Hazard Area". TAR 1414)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Located in 100 year FLOOD PLAIN?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Located in a Floodway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Located in a city flood plain?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Tax or judgment liens?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
In an ETJ district (Extra Territorial Jurisdiction)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Diseased TREES?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Liquid Propane Gas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
— LP Community (Captive)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
— LP on Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Single Blockable Main Drain in a Pool/Hot Tub/ Spa * * A Single Blockable Main Drain may cause a suction entrapment hazard for an individual.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

See Association info on building

Pool for Association

20. If the Property is part of a Property Owner's Association, state the following information:

- Association Name: SC 3525 HOA Info
- Association Management Company: employee manager
- Association Email: _____
- Association Phone Number: 214-526-3525
- Amount of dues or assessments; \$ 3505.
- Assessment amount is:
Monthly \$ ✓ Quarterly \$ _____ Annually \$ _____
- Payment of dues/assessments is:
☒ Mandatory ☐ Voluntary
- Amount of Unpaid Dues or Assessments, if any: \$ 0
- Optional Membership: \$ 0

21. Has the Property (or the Property Owner's Association of which of which the Property is a part) been the subject of any pending or concluded litigation?

- ☐ Yes ☐ No ☒ Unknown
- If "Yes", attach an explanation

22. Is the Property in an overlay, proposed overlay, historic or conservation district that may have special restrictions?

- ☐ Yes ☐ No ☒ Unknown

If "Yes", explain: None

23. The Property is currently serviced by the following utilities or systems (check as applicable):

- ☒ Water ☒ Sewer ☐ Septic
- ☒ Electricity ☐ Gas ☐ Cable TV
- High Speed Internet Availability: ☒ Cable ☐ DSL
- ☒ Unknown ☐ Other _____

Are any of these paid for by the Property Owner's Association? ☒ Yes ☐ No ☐ Unknown

If yes, explain: Water, electric, sewer

24. The water service to the Property is provided by (check as applicable): ☒ City ☐ Well ☐ MUD ☐ Coop

Are any of these paid for by the Property Owner's Association? ☒ Yes ☐ No ☐ Unknown

If yes, explain: Water is part of dues

25. Is Property Owner's Association parking:
☒ Assigned ☐ Unassigned 2 # Spaces
Space Number(s) are: _____
☐ Carport ☐ Uncovered ☒ Garage

26. Is there any rainwater harvesting system connected to the property?

- ☐ Yes ☐ No ☒ Unknown

-Is the system connected to the property's public water supply that is able to be used for indoor potable purposes?

- ☐ Yes ☐ No ☐ Unknown

-Is the system larger than 500 gallons?

- ☐ Yes ☐ No ☐ Unknown

If Yes; explain: _____

27. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others. ☒ Yes ☐ No mail room

If Yes, explain: entrainment, reception pool, exercise room, guest quarters

28. Are there any outstanding mechanics and Material Man's liens or lis pendens against the Property?

- ☐ Yes ☐ No ☒ Unknown

INFORMATION ABOUT FOUNDATION

29. Has the Seller ever obtained a written report about the condition of the foundation from any engineer, contractor, inspector, or expert? ☐ Yes ☒ No ☐ Unknown

If "Yes", please attach the report

30. Have repairs been made to the foundation of the Property since its original construction? ☐ Yes ☐ No ☒ Unknown

If "Yes", please attach the report

InstantForms

INFORMATION ABOUT DRAINAGE

31. Has the Seller ever obtained a written report about any improper drainage condition from any engineer, contractor, inspector, or expert? ☐ Yes ☒ No ☐ Unknown

If "Yes", identify the report by stating the date of the report, the person or company who made the report, and its content:

32. Have repairs been made to the drainage of the Property since its original construction? ☐ Yes ☐ No ☒ Unknown

If "Yes", explain what repairs you know or believe to have been made:

33. Does the Seller know of any currently defective condition to the drainage of the Property? ☐ Yes ☒ No ☐ Unknown

If "Yes", explain:

34. Have there been any previous incidents of flooding or other water penetration into the house, garage, or accessory buildings of the Property? ☐ Yes ☐ No ☒ Unknown

If "Yes", when did the incident(s) occur and describe the extent of flooding or water penetration:

35. Has the Seller ever obtained a written report about active

INFORMATION ABOUT TERMITES / WOOD DESTROYING INSECTS

termites or other wood destroying insects? ☐ Yes ☒ No ☐ Unknown

If "Yes", identify the report by stating the date of the report, the person or company who made the report, and its contents:

36. Has the Property been treated for termites or other wood destroying insects? ☐ Yes ☐ No ☒ Unknown

If "Yes", please state the date of treatment:

37. Have there been any repairs made to damage caused by termites or other wood destroying insects? ☐ Yes ☒ No ☐ Unknown

If "Yes", explain what repairs you know or believe to have been made: not to the unit

38. Do active termites or other wood destroying insects currently infest the Property? ☐ Yes ☒ No ☐ Unknown

If "Yes", explain:

39. Is there any existing termite damage in need of repair?

☐ Yes ☒ No ☐ Unknown

If "Yes", explain:

40. Is the Property currently covered by a termite policy?

☐ Yes ☐ No ☒ Unknown ☐ POA Maintained

If "Yes", identify the policy by stating:

Name of Company issuing the policy:

ask for HOA info

Policy Number:

Date of policy renewal:

Phone number:

41. Is the Seller aware of any repairs or treatment, other than

INFORMATION ABOUT ENVIRONMENTAL CONDITIONS

routine maintenance, for the following environmental conditions?

The presence or removal of asbestos? ☐ Yes ☒ No

The presence of radon gas? ☐ Yes ☒ No

The presence or treatment of mold? ☐ Yes ☒ No

The presence of lead based paint? ☐ Yes ☒ No

If "Yes", explain:

42. If the answer to any part of Question #41 is "Yes", has the Seller ever obtained a written report for addressing such environmental hazards?

☐ Yes ☒ No

If "Yes", explain:

(Identify any reports by stating the date of the report, the person or company who made the report, and its contents.)

43. Is the Seller aware of the previous use of premises for manufacture of Methamphetamine?

☐ Yes ☒ No

44. Is the Seller aware of any condition not previously addressed in this Disclosure Statement which, in Seller's opinion, is a defective condition or adversely affects the Property?:

☐ Yes ☒ No ☐ Unknown

If "Yes", explain:

InstantForms

ACKNOWLEDGMENT BY SELLER

DISCLOSURES

45. I, the Seller, state that the information in this disclosure is complete and accurate to the best of my knowledge and belief.

[Signature]
Seller(s) Initials

[Signature]
Seller(s) Initials

46. I, the Seller, understand the information in this statement will be disseminated by Listing Broker to prospective buyers and other brokers.

[Signature]
Seller(s) Initials

[Signature]
Seller(s) Initials

47. The listing agent has not instructed Seller how to answer any question in this disclosure or suggested any answer to Seller or in any way sought to influence Seller to provide any information or answers which are not absolutely true so far as the Seller knows.

[Signature]
Seller(s) Initials

[Signature]
Seller(s) Initials

Municipal Utility District Disclosures

Check All That Apply:

(Attach additional MUD Disclosure Notice provided by Chapter 49, Texas Water Code)

- ☐ The Property is located in a Municipal Utility District (MUD) which is either:
 - ☐ Located in whole or in part within the corporate boundaries of a municipality (MUD Disclosure Form #1)
 - ☐ Not located in whole or in part within the corporate boundaries of a municipality (MUD Disclosure Form #2)
 - ☐ Located in whole or in part within the extraterritorial jurisdiction of the corporate boundaries of a municipality. (MUD Disclosure Form #3)

On-Site Sewer Facility

- If the Property has a septic or other on-site sewer facility
 - ☐ Attached is Information About On-Site Sewer Facility (TAR #1407)
 - ☐ Property is located in a Public Improvement District (PID)

SMOKE DETECTION EQUIPMENT

Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? *

☒ Yes ☐ No ☐ Unknown If no, or unknown, explain. (Attach additional sheets if necessary):

A New system was installed. Direct questions to building/
HOA manager.

*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

A buyer may require a seller to install smoke detectors for the hearing-impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for the installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

INDEMNIFICATION

SELLER(S) HEREBY AGREE(S) TO INDEMNIFY LISTING BROKER AND ALL OTHER BROKERS PARTICIPATING IN ANY SALE OF THE PROPERTY OF AND FROM ANY CLAIM, LOSS, OR DAMAGE ARISING FROM ANY FALSE REPRESENTATION CONTAINED IN THIS DISCLOSURE STATEMENT.

SELLER (SIGN AS NAME APPEARS ON TITLE)

DATE

SELLER (SIGN AS NAME APPEARS ON TITLE)

DATE

InstantForms

PROPERTY ADDRESS: **3525 Turtle Creek Blvd**
MetroTex Association of REALTORS® 7167 Sept 2017

17B

Dallas

TX 75219-3516

SELLER'S DISCLOSURE NOTICE— PAGE 7 OF 8

NOTICES TO BUYER

1. The Texas Department of Public Safety maintains a database that consumers may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
2. Such written information in this Seller's Disclosure Notice for the Property does not constitute the representations of the Listing Broker and other Broker participating in a sale transaction of their sales associates, employees or agents who are relying upon the written information provided by the Seller in this disclosure notice. Buyer is not relying upon any statement or representation by the Listing Broker and any other broker and their sales associates, employees, and agents concerning the condition of the Property. **THIS IS NOT A WARRANTY. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY PRIOR TO CLOSING.**
3. Buyer may be provided information about the size of the property, either of the real property or the improvements. All such information has been obtained by Broker or Seller from third parties, including information obtained from official tax records. Such information is not always accurate.
4. If the Buyer bases an offer on square footage, measurement or boundaries, Buyer should have those items independently measured to verify any reported information which is often unreliable.
5. If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63), Natural Resources Code, respectively and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
6. This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.

The undersigned Buyer(s) hereby acknowledge(s) receipt of this Seller's Disclosure Notice for the Property:

BUYER DATE

BUYER DATE

PRINT NAME

PRINT NAME

InstantNetFORMS

LEAD-BASED PAINT DISCLOSURE



ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 3325 Turtle Creek BlvdDallas

(Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____

☐ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____

☐ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.

☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

☐ 1. Buyer has received copies of all information listed above.

☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer _____ Date _____

Elizabeth Jeffcott 10-15-17
Seller Elizabeth Jeffcott _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Other Broker _____ Date _____

Listing Broker Rochelle Mortensen _____ Date _____

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

INSPECTION REPORT

DFW Home Inspections LLC

214-577-5155

www.dfwhomeinspections.com

jeff@dfwhomeinspections.com



INSPECTED FOR

3525 Turtle Creek #17B
Dallas, TX 75219

October 2, 2017

PROPERTY INSPECTION REPORT

Prepared For:
(Name of Client)

Concerning: 3525 Turtle Creek #17B, Dallas, TX 75219
(Address or Other Identification of Inspected Property)

By: Jeff Hanna, Lic #8768 10/02/2017
(Name and License Number of Inspector) (Date)

(Name, License Number of Sponsoring Inspector)

PURPOSE, LIMITATIONS AND INSPECTOR / CLIENT RESPONSIBILITIES

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information.

This inspection is subject to the rules ("Rules") of the Texas Real Estate Commission ("TREC"), which can be found at www.trec.texas.gov.

The TREC Standards of Practice (Sections 535.227-535.233 of the Rules) are the minimum standards for inspections by TREC-licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is NOT required to turn on decommissioned equipment, systems, utility services or apply an open flame or light a pilot to operate any appliance. The inspector is NOT required to climb over obstacles, move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. The inspection does NOT imply insurability or warrantability of the structure or its components. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

In this report, the inspector shall indicate, by checking the appropriate boxes on the form, whether each item was inspected, not inspected, not present or deficient and explain the findings in the corresponding section in the body of the report form. The inspector must check the Deficient (D) box if a condition exists that adversely and materially affects the performance of a system or component or constitutes a hazard to life, limb or property as specified by the TREC Standards of Practice. General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing components, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

Some items reported may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards or Deficiencies below.

THIS PROPERTY INSPECTION IS NOT A TECHNICALLY EXHAUSTIVE INSPECTION OF THE STRUCTURE, SYSTEMS OR COMPONENTS. The inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller's disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous

or future reports.

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTIONS, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods. Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

- malfunctioning, improperly installed or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathroom, kitchens, and exterior areas;
- malfunctioning arc fault protection (AFCI) devices;
- ordinary glass in locations where modern construction techniques call for safety glass;
- malfunctioning or lack of fire safety features such as, smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- malfunctioning carbon monoxide alarms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices;
- lack of electrical bonding and grounding; and
- lack of bonding on gas piping, including corrugated stainless steel tubing (CSST).

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate licensees also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms requires a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

INFORMATION INCLUDED UNDER "ADDITIONAL INFORMATION PROVIDED BY INSPECTOR", OR PROVIDED AS AN ATTACHMENT WITH THE STANDARD FORM, IS NOT REQUIRED BY THE COMMISSION AND MAY CONTAIN CONTRACTUAL TERMS BETWEEN THE INSPECTOR AND YOU, AS THE CLIENT. THE COMMISSION DOES NOT REGULATE CONTRACTUAL TERMS BETWEEN PARTIES. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY CONTRACTUAL TERM CONTAINED IN THIS SECTION OR ANY ATTACHMENTS, CONSULT AN ATTORNEY.

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

Inspection Time In: **9:00 am** _ Property was: **Vacant, BUT staged with furniture.**
Building Orientation (For Purpose Of This Report Front Faces): **North**
Weather Conditions During Inspection: **Sunny**
Outside temperature during inspection: **75 to 85 Degrees**
Parties present at inspection: **Seller**
Inspection Fee: **\$575**

THIS REPORT IS PAID AND PREPARED FOR THE EXCLUSIVE USE BY Elizabeth Jeffett. THIS COPYRIGHTED REPORT IS NOT VALID WITHOUT THE SIGNED INSPECTION AGREEMENT.

THIS REPORT IS NOT TRANSFERABLE FROM CLIENT NAMED ABOVE.

SCOPE OF INSPECTION

These standards of practice define the minimum levels of inspection required for substantially completed residential improvements to real property up to four dwelling units. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the client with information regarding the general condition of the residence at the time of inspection. The inspector may provide a higher level of inspection performance than required by these standards of practice and may inspect components and systems in addition to those described by the standards of practice.

GENERAL LIMITATIONS

The inspector is not required to:

(A) inspect:

- (i) items other than those listed within these standards of practice;
- (ii) elevators;
- (iii) detached buildings, decks, docks, fences, or waterfront structures or equipment;
- (iv) anything buried, hidden, latent, or concealed;
- (v) sub-surface drainage systems;
- (vi) automated or programmable control systems, automatic shut-off, photoelectric sensors, timers, clocks, metering devices, signal lights, lightning arrestor system, remote controls, security or data distribution systems, solar panels, refrigerators (built-in or free standing), wine coolers, ice makers or smart home automation components; or
- (vii) concrete flatwork such as; driveways, sidewalks, walkways, paving stones or patios;

(B) report:

- (i) past repairs that appear to be effective and workmanlike except as specifically required by these standards;
- (ii) cosmetic or aesthetic conditions; or
- (iii) wear and tear from ordinary use;

(C) determine:

- (i) insurability, warrantability, suitability, adequacy, compatibility, capacity, reliability, marketability, operating costs, recalls, counterfeit products, product lawsuits, life expectancy, age, energy efficiency, vapor barriers, thermostatic performance, compliance with any code, listing, testing or protocol authority, utility sources, or manufacturer or regulatory requirements except as specifically required by these standards;
- (ii) the presence or absence of pests, termites, or other wood-destroying insects or organisms;
- (iii) the presence, absence, or risk of asbestos, lead-based paint, **MOLD**, mildew, corrosive or contaminated drywall "Chinese Drywall" or any other environmental hazard, environmental pathogen, carcinogen, toxin, mycotoxin, pollutant, fungal presence or activity, or poison;
- (iv) types of wood or preservative treatment and fastener compatibility; or
- (v) the cause or source of a conditions;

(D) anticipate future events or conditions, including but not limited to:

- (i) decay, deterioration, or damage that may occur after the inspection;
- (ii) deficiencies from abuse, misuse or lack of use;
- (iii) changes in performance of any component or system due to changes in use or occupancy;
- (iv) the consequences of the inspection or its effects on current or future buyers and sellers;
- (v) common household accidents, personal injury, or death;
- (vi) the presence of water penetrations; or
- (vii) future performance of any item;

(E) operate shut-off, safety, stop, pressure or pressure-regulating valves or items requiring the use of codes, keys, combinations, or similar devices;

(F) designate conditions as safe;

(G) recommend or provide engineering, architectural, appraisal, mitigation, physical surveying, realty, or other specialist services;

(H) review historical records, installation instructions, repair plans, cost estimates, disclosure documents, or other reports;

(I) verify sizing, efficiency, or adequacy of the ground surface drainage system;

(J) verify sizing, efficiency, or adequacy of the gutter and downspout system;

(K) operate recirculation or sump pumps;

(L) remedy conditions preventing inspection of any item;

(M) apply open flame or light a pilot to operate any appliance;

(N) turn on decommissioned equipment, systems or utility services; or

(O) provide repair cost estimates, recommendations, or re-inspection services.

THE CLIENT, BY ACCEPTING THIS PROPERTY INSPECTION REPORT OR RELYING UPON IT IN ANY WAY, EXPRESSLY AGREES TO THE SCOPE OF INSPECTION, GENERAL LIMITATIONS AND INSPECTION AGREEMENT INCLUDED IN THIS INSPECTION REPORT.

This inspection report is made for the sole purpose of assisting the purchaser to determine his and/or her own opinion of feasibility of purchasing the inspected property and does not warrant or guarantee all defects to be found. If you have any questions or are unclear regarding our findings, please call our office prior to the expiration of any time limitations such as option periods.

This report contains technical information. If you were not present during this inspection, please call the office to arrange for a consultation with your inspector. If you choose not to consult with the inspector, this inspection company cannot be held liable for your understanding or misunderstanding of the reports content.

This report is not intended to be used for determining insurability or warrantability of the structure and may not conform to the Texas Department of Insurance guidelines for property insurability. *This report is not to be used by or for any property and/or home warranty company.*

The digital pictures in this report are a sample of the deficiencies / damages in place and should not be considered to show all of the deficiencies / damages found. There will be some damage and/or deficiencies not represented with digital imaging.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

I. STRUCTURAL SYSTEMS

☒ ☐ ☐ ☐

A. Foundations

Type of Foundation(s): Highrise / Tower

Crawl Space Viewed From: N/A

Foundation Performance Opinion:

Foundation Is Performing Adequately. In my opinion, the foundation appears to be providing adequate support for the structure at the time of this inspection. I did not observe any apparent evidence that would indicate the presence of adverse performance or significant deficiencies in the foundation. The interior and exterior stress indicators showed little affects of adverse performance and I perceived the foundation to contain no significant unlevelness after walking the 1st level floors.

Comments:

NOTE: The Condo Association may be responsible for maintaining the foundation. The Inspector recommends verification by the Buyer of the Condo Owner and the Condo Association's respective responsibilities.

Notice: This inspection is one of first impression and the inspector was not provided with any historical information pertaining to the structural integrity of the inspected real property. This is a limited cursory and visual survey of the accessible general conditions and circumstances present at the time of this inspection. Opinions are based on general observations made without the use of specialized tools or procedures. Therefore, the opinions expressed are one of apparent conditions and not of absolute fact and are only good for the date and time of this inspection.

The inspection of the foundation may show it to be providing adequate support for the structure or having movement typical to this region, at the time of the inspection. This does not guarantee the future life or failure of the foundation. ***The Inspector is not a structural engineer. This inspection is not an engineering report or evaluation and should not be considered one, either expressed or implied.*** If any cause of concern is noted on this report, or if you want further evaluation, you should consider an evaluation by an engineer of your choice.

☒ ☐ ☐ ☐

B. Grading and Drainage

Comments:

NOTE: The Condo Association may be responsible for maintaining the grading and drainage. The Inspector recommends verification by the Buyer of the Condo Owner and the Condo Association's respective responsibilities.

☐ ☒ ☐ ☐

C. Roof Covering Materials

Type(s) of Roof Covering: High Rise / Multi Story Condominium

Viewed From: N/A

Comments:

NOTE: The Condo Association may be responsible for maintaining the roof covering. The Inspector recommends verification by the Buyer of the Condo Owner and the Condo Association's respective responsibilities.

Notice: Life expectancy of the roofing material is not covered by this property inspection report. If any concerns exist about the roof covering life expectancy or potential for future problems, a roofing

This confidential report is prepared exclusively for: [REDACTED]

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I NI NP D

specialist should be consulted. The Inspector cannot offer an opinion or warranty as to whether the roof has leaked in the past, leaks now, or may be subject to future leaks, either expressed or implied.

The inspection of this roof may show it to be functioning as intended or in need of minor repairs. This inspection does not determine the insurability of the roof. You are strongly encouraged to have your Insurance Company physically inspect the roof, prior to the expiration of any time limitations such as option or warranty periods, to fully evaluate the insurability of the roof.

☐ ☒ ☒ ☐

D. Roof Structures and Attics

Viewed From: **No attic due to type of construction**

Approximate Average Depth of Insulation: **Unable to determine**

(**Note:** Recommended depth of attic floor insulation is approx. 10+ inches to achieve a R30 rating.)

Comments:

☐ ☒ ☐ ☐

E. Walls (Interior and Exterior)

Description of Exterior Cladding: **High Rise Condo Building**

Comments:

NOTE: The Condo Association may be responsible for maintaining the exterior walls. The Inspector recommends verification by the Buyer of the Condo Owner and the Condo Association's respective responsibilities.

☒ ☐ ☐ ☐

F. Ceilings and Floors

Comments:

No visible/apparent defects observed at the time of inspection.

☒ ☐ ☐ ☒

G. Doors (Interior and Exterior)

Comments:

- Double cylinder locks were observed on one or more of the exterior exit (egress) doors. All exterior egress doors should be readily operable from the side from which egress is to be made without the use of a key or special knowledge or effort.
- Missing weather-stripping observed at the front entry and kitchen entry doors.
- The dining room, East Bedroom and West bedroom doors are not latching properly.

☒ ☐ ☐ ☐

H. Windows

Comments:

No visible/apparent defects observed at the time of inspection.

Notice: Some windows may not be operated due to the presence of window treatments, personal effects, large, heavy or fragile storage and/or furniture.

NOTE: The Condo Association may be responsible for maintaining the windows. The Inspector recommends verification by the Buyer of the Condo Owner and the Condo Association's respective responsibilities.

This confidential report is prepared exclusively for: Enzaacm Jereca

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I	NI	NP	D
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☐ ☒ ☒ ☐

I. Stairways (Interior and Exterior)

Comments:

☐ ☒ ☒ ☐

J. Fireplaces and Chimneys

Comments:

☐ ☒ ☒ ☐

K. Porches, Balconies, Decks, and Carports

Comments:

NOTE: The Condo Association may be responsible for maintaining the exterior porches and/or balconies. The Inspector recommends verification by the Buyer of the Condo Owner and the Condo Association's respective responsibilities.

☐ ☒ ☐ ☐

L. Other

Comments:

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I	NI	NP	D
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II. ELECTRICAL SYSTEMS

☒ ☐ ☐ ☒

A. Service Entrance and Panels

Box Rating and/or Main Disconnect Rating: 200 amps

Box Location: Interior Closet

Comments:

- The electrical cabinet cover plate (dead front) should be installed with blunt tip screws and not sharp wood type screws for reasons of safety.
- One or more of the cabinet cover plate screws are missing and need to be replaced.
- Over spray/paint observed inside the panel box.
- Openings observed in the panel box.



☒ ☐ ☐ ☒

B. Branch Circuits, Connected Devices, and Fixtures

Type of Wiring: Copper

Comments:

Smoke Alarms

Note: It is recommended to replace the batteries in all of the smoke detectors once a year for reasons of safety.

Note: One or more Smoke/Fire detection devices (if present) were not tested. The inspector was unable to determine whether these devices were connected to the Fire Department and/or Alarm monitoring company.

- There are not enough smoke alarms located in the home. Under current building standards, there should be a smoke alarm located in each sleeping room, outside each separate sleeping area in the immediate vicinity of the sleeping rooms (West Master Bedroom hallway), and on each additional story of the dwelling.

Distribution Wiring and Components

Note: AFCI breakers are not tested in occupied premises where damage may occur in the inspector's reasonable judgment.

Note: Some receptacles in occupied premises may be inaccessible and could not be reached for inspection due to personal effects, heavy storage, furniture or conditions outside the control of the inspector.

- The receptacles in the wet/damp areas do not appear to have ground fault circuit interrupter (GFCI) protection (except East Master Bathroom). Under current electrical standards all of the exterior receptacles, all kitchen counter top receptacles, all bathroom receptacles, wet bar countertop receptacles, laundry room sink countertop receptacles, garage non-appliance dedicated receptacles and pool lighting should have GFCI protection.
- One or more of the receptacles were observed to have an open neutral connection in the kitchen,

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breakfast area (Yellow Dot).

- The dimmer switch does not appear to be functioning properly in the butler's pantry.
- One or more of the ceiling light fixtures appear to be inoperative in the breakfast area, hall closet, dining room, master bathroom. This may be due to a bad bulb or some other unknown condition.
- The 3-way switch is not functioning properly in the dining room.
- The dimmer switch does not appear to be functioning properly in the wet bar hallway.
- One or more of the receptacles were observed to be loose at the wall mount in the master bedroom.
- One or more of the receptacles were observed to have an open ground connection in the master bedroom (Green Dot).
- One or more of the receptacles is missing its cover plate in the master bathroom.

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I NI NP D

III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

☒ ☐ ☐ ☐

A. Heating Equipment

Type of System: Central Plant-Boiler/Chiller Energy

Source: Central Plant-Boiler/Chiller *Approximate*

System Age: Unknown-Central Boiler *Comments:*

No visible/apparent defects observed at the time of inspection.

☒ ☐ ☐ ☒

B. Cooling Equipment

Type of System: Central Plant - Chiller/Boiler

Approximate System Size: Unknown-Provided by Central Plant

Approximate System Age: Unknown-Central Plant

Today's Temperature Differential (Delta-T): 0 Degrees

Comments:

- Temperatures measured at the following locations: kitchen 70, dining room 77, East bedroom 62, living room 60, West bedroom 59.



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D=Deficient

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Notice: Temperature differential readings are an accepted industry standard of practice for testing the proper operation of the cooling system. Our company policy normal acceptable range is considered approximately **between 15 to 20 degrees °F** total difference (Delta-T) measured between the return air and supply air within close proximity of the related coils of the system being evaluated. Conditions such as but not limited to; excessive humidity, high or low outdoor temperatures or restricted airflow may indicate abnormal operation even though the equipment is functioning basically as designed and occasionally may indicate normal operation in spite of an equipment malfunction. *The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.*

☒ ☐ ☐ ☒

C. Duct Systems, Chases, and Vents

Filter Size: Filter at Central Plant

Location: At Central Plant

Comments:

- Poor air flow observed at the kitchen and dining room air registers.
- One or more thermostats are poorly located behind a door. This type of installation will not allow the thermostat to properly read the conditioned air of the common living space when the door is open.

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IV. PLUMBING SYSTEMS

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A. Plumbing Supply, Distribution Systems and Fixtures

Location of water meter: Multi Unit Property - Water not individually metered

Location of main water supply valve: Unable to Locate a Main Supply Valve

Static water pressure reading: Unable to determine-multi unit property

Comments:

- The kitchen sink sprayer does not appear to be working properly.
- The kitchen faucets hot/cold water orientation is reversed.

East Master Bathroom

- The commode is loose at the floor mount.
- The bathtub shower head diverter could not be located at the time of inspection.
- The bathtub stopper is missing.

West Master Bathroom

- The bathtub faucets hot/cold water orientation is reversed.
- Shower steamer not inspected per Client.
- The sink faucet is not functioning properly at this time.
- Note: What appears to be a speaker is loose at the shower ceiling.



Notice: The Inspector has attempted to discover and report conditions requiring further evaluation or repair. However; determining the condition of any component that is not visible and/or accessible, such as plumbing components that are buried, beneath the foundation, located within construction voids or otherwise concealed, and reporting any deficiency that does not appear or become evident during our limited cursory and visual survey is outside the scope of this inspection. *The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.*

☒ ☐ ☐ ☐

B. Drains, Wastes, and Vents

Comments:

No visible/apparent defects observed at the time of inspection.

Notice: Reporting the condition of drains, wastes and vent piping that is not completely visible and/or

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accessible or; reporting any defect or deficiency that requires extended use of the system to develop or does not become evident during our limited cursory and visual survey is outside the scope of the inspection. This is a limited cursory and visual survey of the accessible general conditions and circumstances present at the time of this inspection. Opinions are based on general observations made without the use of specialized tools or procedures. Therefore, the opinions expressed are one of apparent conditions and not of absolute fact and are only good for the date and time of this inspection. The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.

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C. Water Heating Equipment

Energy Source: Unable to locate a water heater - Provided by Central Boiler

Location: Central Plant/Boiler

Approximate Capacity: Provided by Central Boiler

Approximate Age: Unknown-Central Boiler

Comments:

No visible/apparent defects observed at the time of inspection.

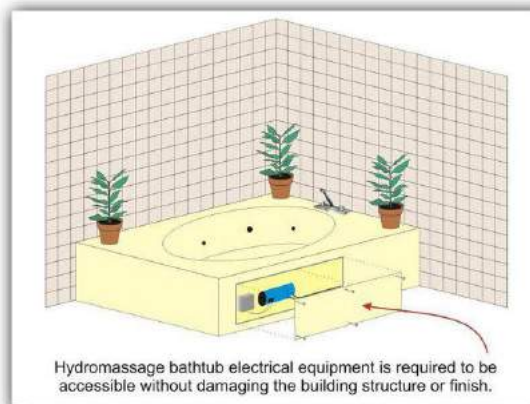
☒ ☐ ☐ ☒

D. Hydro-Massage Therapy Equipment

Comments:

Location of GFCI: Unable to locate a GFCI for equipment.

- The hydro-massage therapy equipment appears to be inoperative at the time of this inspection. This condition should be further evaluated and corrected as necessary.
- I was unable to locate a ground fault circuit interrupter (GFCI) receptacle or breaker for the hydro-massage therapy equipment. The homeowner should be consulted on the location of this GFCI device. If there is no GFCI device installed on the hydro-massage therapy equipment circuit, a GFCI receptacle or breaker should be installed for reasons of safety.
- The access to the hydro-massage therapy equipment motor is not readily accessible and inspection of the equipment lines and motor could not be performed. This does not meet current installation standards.



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E. Gas Distribution System

Comments:

Notice: The location and identification of Corrugated Stainless Steel Tubing (CSST) gas lines, if any, by this inspector is subject to and/or limited to the scope and limitations of the Texas Real Estate Commission (TREC) Standard of Practice.

Scope: The Inspector shall inspect and report deficiencies in the condition of all accessible and visible gas pipes and test the gas lines using a local and/or industry accepted procedure. The Inspector will use a combustible gas leak detector on all the accessible gas lines, joints, unions and connectors and report as in need of repair, any deficiencies found at the time and date of the inspection.

Specific Limitations for gas lines: The inspector is not required to inspect sacrificial anode bonding or for its existence. The Inspector does not and will not perform a pressure test on the gas lines. The Inspector cannot detect gas leaks below the finished grade (under ground) or between the walls or behind fireplace hearths. Propane tanks will not be inspected. If any further concerns exist about possible gas line failure and/or deficiencies, we recommend the buyer have the gas system further evaluated by the local controlling gas supplier and/or a qualified licensed master plumber.

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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F. Other

Comments:

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I	NI	NP	D
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V. APPLIANCES

☒ ☐ ☐ ☐

A. Dishwashers

Comments:

In the inspector's opinion this component appears to be performing adequately at the time of this inspection.

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B. Food Waste Disposers

Comments:

In the inspector's opinion this component appears to be performing adequately at the time of this inspection.

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C. Range Hood and Exhaust Systems

Comments:

- The range exhaust vent fan is inoperative.

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D. Ranges, Cooktops, and Ovens

Comments:

In the inspector's opinion this component appears to be performing adequately at the time of this inspection.

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E. Microwave Ovens

Comments:

No built-in microwave present.

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F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

In the inspector's opinion this component appears to be performing adequately at the time of this inspection.

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G. Garage Door Operators

Comments:

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H. Dryer Exhaust Systems

Comments:

Notice: Dryer vents are not inspected from the interior connection to the exterior of the building.
A dryer vent connection observed in the laundry area

☐ ☒ ☐ ☐

I. Other

Comments:

This confidential report is prepared exclusively for: REDACTED

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Report Identification: 3525 Turtle Creek #17B, Dallas, TX

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VI. OPTIONAL SYSTEMS

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A. Landscape Irrigation (Sprinkler) Systems

Comments:

Notice: When the system is operational, all of the sprinkler system associated components are inspected and operated in the manual settings only..

INSPECTION AGREEMENT
PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

This Inspection Agreement (herein after known as the Agreement) is entered into on this day, 10/02/2017, between Elizabeth Jeffett (herein known as the Client) and DFW Home Inspections LLC (herein known as the Inspector) for the purpose of performing a general property condition inspection concerning 3525 Turtle Creek #17B (herein known as the property).

I. SCOPE OF SERVICES

- A. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the Client with information regarding the general condition of the Property at the time of inspection.
- B. In exchange for the inspection fee paid by the Client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report. The inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission. Inspector will attempt to identify major defects and problems with the Property. However, Client acknowledges that the Inspection Report may not identify all defects or problems.
- C. The inspection is limited to those items which are easily accessible, seen, viewed or capable of being approached, entered and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. The Inspector will not climb over obstacles, move furnishings or large, heavy, or fragile objects, remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. The inspector will not turn on decommissioned equipment, systems, utility services. Systems, components and conditions which are not specifically addressed in the Inspection Report are excluded.
- D. The Inspection Report may indicate one of the following opinions of the Inspector regarding a particular item:
 - 1. The item is performing its intended function, achieving an operation, function or configuration relative to accepted industry standard practices with consideration of age and normal wear and tear from ordinary use at the time of the inspection;
 - 2. The item is in need of replacement, maintenance or repair; or
 - 3. Further evaluation by an expert is recommended.

II. INSPECTION REPORT

- A. The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions concerning the need for repair or replacement of certain observable items. All statements in the report are the Inspector's opinions and should not be construed as statements of fact or factual representations concerning the Property. **By signing this Agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.**
- B. **Unless specifically stated, the report WILL NOT INCLUDE and should not be read to indicate OPINIONS AS TO:**
 - 1. the presence, absence, or risk of environmental conditions such as asbestos, lead-based paint, **MOLD**, mildew, corrosive or contaminated drywall "Chinese Drywall" or any other environmental hazard, environmental pathogen, carcinogen, toxin, mycotoxin, pollutant, fungal presence or activity, poison, presence of toxic or hazardous waste or substances;
 - 2. presence or absence of pests, termites, or other wood-destroying insects or organisms;
 - 3. **COMPLIANCE WITH compliance with any ordinances, statutes or restrictions, CODE, listing, testing or protocol authority, utility sources, property association guidelines or requirements, manufacturer or regulatory requirements;**
 - 4. insurability, efficiency warrantability, suitability, adequacy, compatibility, capacity, durability, quality reliability, marketability, operating costs, recalls, counterfeit products, product lawsuits, age, energy efficiency; or
 - 5. anticipate future life or future events or changes in performance of any item inspected.
- C. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully investigated for any material facts that may influence or effect the desirability and/or market value of the Property.
- D. As noted above, the Inspection Report may state that further evaluation of certain items is needed by an expert in the field of the item inspected. By signing this Agreement, Client acknowledges that qualified experts may be needed to further evaluate such items as structural systems, foundations, grading, drainage, roofing, plumbing, electrical systems, HVAC, appliances, sprinkler systems pool system and components, fire/smoke detection systems, septic systems and other observable items as noted in the report. Any such follow-up should take place prior to the expiration of any time limitations such as option or warranty periods.

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III. DISCLAIMER OF WARRANTIES

The inspector makes no guarantee or warranty, express or implied, as to any of the following:

1. That all defects have been found or that the Inspector will pay for repair of undisclosed defects;
2. That any of the items inspected are designed or constructed in a good and workmanlike manner;
3. That any of the items inspected will continue to perform in the future as they are performing at time of the inspection; and
4. That any of the items inspected are merchantable or fit for any particular purpose.

IV. LIMITATION OF LIABILITY

BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTOR IS NOMINAL GIVEN THE RISK OF LIABILITY ASSOCIATED WITH PERFORMING HOME INSPECTIONS IF LIABILITY COULD NOT BE LIMITED. CLIENT ACKNOWLEDGES THAT WITHOUT THE ABILITY TO LIMIT LIABILITY, THE INSPECTOR WOULD BE FORCED TO CHARGE CLIENT MUCH MORE THAN THE INSPECTION FEE FOR THE INSPECTOR'S SERVICES. CLIENT ACKNOWLEDGES BEING GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF HIS OR HER OWN CHOOSING AND FURTHER ACKNOWLEDGES THE OPPORTUNITY OF HIRING A DIFFERENT INSPECTOR TO PERFORM THE INSPECTION. BY SIGNING THIS AGREEMENT, CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE PAID BY THE CLIENT. \$575

V. DISPUTE RESOLUTION

In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify the Inspector within ten (10) days of the date the Client discovers the basis for the dispute so as to give the Inspector a reasonable opportunity to reinspect the property. Client agrees to allow reinspection before any corrective action is taken. Client agrees not to disturb or repair or have repaired anything which might constitute evidence relating to a complaint against the Inspector. Client further agrees that the Inspector can either conduct the reinspection himself or can employ others (at Inspector's expense) to reinspect the property, or both. In the event a dispute cannot be resolved by the Client and the Inspector, the parties agree that any dispute or controversy shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.

VI. ATTORNEY'S FEES

The Inspector and the Client agree that in the event any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in that dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party.

VII. EXCLUSIVITY

The Inspection Report is to be prepared exclusively for the Client and is not transferable to anyone in any form. Client gives permission for the Inspector to discuss report findings with real estate agents, specialists, or repair persons for the sake of clarification. A copy of the Inspection Report may be released to the buyers Real Estate Agent.

VIII. SECURITY SYSTEM INSPECTION NOTICE

The Inspector contracts with ADT Security Services Inc. to perform all of our security system inspections. As part of this inspection, you should expect one of ADT sales representatives to contact you to offer you the opportunity to receive a FREE Security System if you sign up for their services. If you do not wish to have any follow-up calls from ADT, please contact our office by phone or email and we will have your name removed from the ADT callback list.

This confidential report is prepared exclusively for:

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214-577-5155

TAX APPRAISAL

[Owner Search](#)[Address Search](#)[Account Search](#)[Fiduciary Search](#)

Property Tax Balance

All tax information refers to the 2017 Tax Year, unless otherwise noted, i.e. "Prior Year Amount Due". Amounts due include penalty, interest, and collection fees if applicable.

Account Number: 00000139201820000

[PAY NOW](#)

Address:

UNIT 17-B
3525 TURTLE CREEK BLVD APT 17B
DALLAS, TX 75219-5518

Property Site Address:

3525 TURTLE CREEK BLVD 17-B, DA

[eStatement Enrollment](#)

Legal Description:

3525 CONDOMINIUMS
BLK 2/1043 ACS 2.8244
UNIT 17B & 0.0178771% CE
INT201500320361 DD12012015 CO-DC
1043 002 00000 1DA1043 002

Current Tax Levy: \$23,458.47

Current Amount Due: \$23,458.47

Prior Year Amount Due: \$0.00

Total Amount Due: \$23,458.47

[Request an Address Correction](#)

[Click Here](#) to see your estimated amount due for a future date. You can see this information by year and by both year and jurisdiction.

Make your check or money order payable to:
JOHN R. AMES, CTA, TAX ASSESSOR/COLLECTOR
Dallas County Tax Office
P O BOX 139066
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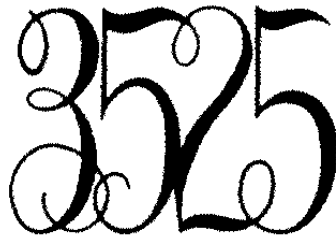
DALLAS COUNTY TAX OFFICE
1201 Elm Street, Suite 2600
Dallas, Texas 75270
214-653-7811

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CONDOMINIUM RESALE CERTIFICATE

Please call 214-409-1384 for a copy of this certificate

OWNERS HANDBOOK



We, your Board of Directors, applaud your choice of making your home in a high-rise building. With today's busy lifestyles, we agree that the advantages and ambiance offered far outweigh those offered by a private dwelling.

However, in order that the "Condominium Community Concept" of living be totally successful, it is essential to have each individual owner's wholehearted acceptance of and willingness to abide by rules and guidelines created for the benefit of the majority of owners.

Community living *demands* a respect for individual privacy as well as a willing and considerate spirit in sharing a mutual front door, lobby and elevators.

We, your Board, are always open to your suggestions, and ask you to understand that we must ever respect the majority viewpoint for the final good of our building.

Respectfully,

The 3525 Condominiums
Board of Directors



3525 CONDOMINIUMS OWNERS HANDBOOK

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NOTE: These rules may be added to, amended, or repealed at any time by The Board of Directors.
If you wish clarification of any part of this booklet, please discuss it with the Building Manager.

ASSESSMENTS AND OTHER CHARGES

Section 1

(Updated 8/1/97)

- 1.01** Your monthly common area maintenance fee is due in the Management Office on or before the first (1st) of each month.
- 1.02** Interest of ten (10%) percent will be charged on any unpaid balances to the Association after 30 days. This will be a cumulative charge as the account continues to remain unpaid.
- 1.03** The Management Office will not accept post dated checks from Owners. All checks received will be deposited upon receipt.
- 1.04** Other charges i.e. freight elevator, move-in/move-out fees, floor covering, storage locker, etc. will be the responsibility of the Owner of the condominium unit, not the tenant. The Management Office cannot and will not pursue your tenant for such charges.

BUILDING EMPLOYEES

Section 2

(Updated 8/1/97)

- 2.01** No condominium Owner may send any 3525 employee out of the building on any private business.
- 2.02** All regular and occasional help employed by 3525 are required to park their automobiles on the top level of the parking garage.
- 2.03** A condominium Owner's use of 3525 housekeeping staff must be scheduled by the Management Office.
- 2.04** Owners who use 3525 housekeeping staff on a regular basis will be charged for the staff time when they are out of town, unless the staff can be reassigned to another unit Owner during their absence. Unit Owners may prefer to release their scheduled housekeeping staff's time during an absence and take their chance of having the housekeeping service available upon their return.
- 2.05** No tools or equipment will be permitted to be removed from the premises of 3525 by any of the building employees for personal use.
- 2.06** Staff Holidays:
 - New Year's Day
 - Memorial Day
 - July 4th
 - Labor Day
 - Thanksgiving Day
 - 1/2 day Christmas Eve
 - Christmas Day

However, one person from the Maintenance Department will perform the daily maintenance routines and will be on call for the twenty-four hour period.

- 2.07** The charge for services by building employees is made in order to reimburse 3525 for the full remuneration and fringe benefits, which include the cost of social security, workmen's compensation, unemployment insurance, vacation and sick pay. It is necessary to adjust the charge made to Owners from time to time to reflect increased costs. The current rate schedule is available in the Management Office. The billing for these services is based upon a minimum charge and a 15-minute increment.

When the time spent on the job is determined, a full 15 minutes is billed for all time up to 15 minutes, a half hour is billed for all time between 15 minutes and a half hour, etc.

- 2.08** If you need housekeeping or maintenance service, please contact the Management Office at 526-3525.

BUILDING FACILITIES AND EQUIPMENT

Section 3

(Updated 8/1/97)

- 3.01** AIR COMPRESSOR: An air hose hooked to a compressor is available, located on the east end of the first floor of the garage.
- 3.02** ALTERATIONS & REPAIRS: Owners are reminded that alteration and repair of the exterior of the buildings, balconies and common elements are the responsibility of the Board. No Owner may do any painting or decorating of the exterior of the buildings or make any alterations or construct any improvements to the exterior of the buildings or any of the common elements. Balconies are a "limited" common area; therefore you must have written permission from the Board of Directors before changing any wall, ceiling or floor area. No satellite dishes are permitted in this area.
- 3.03** CABLE TV: 3525 is wired for cable TV. Each unit Owner can subscribe to cable at their cost. This connection should be made by the TV technician used by the building; otherwise, your connection might effect another Owners' reception. You will pay this company direct for this service.
- 3.04** COMMUNICATION WITH THE FRONT DOOR: Some condominiums have a "house phone" connected directly with the front desk which may be used to call the valet for delivery of your car, or staff can use to announce your guests. If you do not have a house phone you may call the front direct by dialing 526-7988. Please let management and the front and back desks know your new phone number as soon as possible.
- 3.05** COPY MACHINE: 3525 has a copying machine for the convenience of unit Owners. This is available during normal business hours of the Management Office. Copies are free (under 10). We cannot accommodate more than this.
- 3.06** ENTERTAINING: The Turtle Room is available for your use. For details see ENTERTAINING, SECTION 11.
- 3.07** EXERCISE ROOM: A unisex Exercise Room and Sauna Bath is available on the Mezzanine Level. Instructions for their use are posted in the respective rooms.
- 3.08** DECORATING: No unit entrances, hallways, balconies, storage areas, or any other portion of the common elements shall be decorated by any Owner in any manner without prior written consent of the Board or Manager.
- 3.09** GUEST ROOM: There is one Guest Room. For details see GUEST ROOM, SECTION 13.
- 3.10** ICE MACHINE: Extra ice is provided for the Owners in an ice machine in the Rear Hall Mezzanine.
- 3.11** LAUNDRY ROOM: A Laundry Room is provided on the Mezzanine, Rear Hall for the use of unit Owners. The washers and dryers are coin operated and instructions for their use are posted. These are vendor owned and operated, 3525 is not responsible, call the vendor with any problems. Laundry is not permitted on passenger elevators.

BUILDING FACILITIES AND EQUIPMENT

Section 3 (cont'd)

(Updated 8/1/97)

- 3.12** MAIL ROOM: The Mail Room, located in the Lobby Area, has side boxes next to the U.S. Mail Box. These side boxes are for 3525 correspondence. You may also use them, but we request they not be used for outside advertising or events not in the common interest of 3525 unit Owners.
- 3.13** PARKING: Each unit is allotted two reserved parking spaces. For details see PARKING, SECTION 20.
- 3.14** RESTRICTED AREA: Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.
- 3.15** SWIMMING POOL: There is a swimming pool for Owners and their guests. For details, see SWIMMING POOL, SECTION 24.
- 3.16** TRASH CHUTE: A trash chute is located on each floor. This is small and connects to the **compactor** in the basement. Please do not put coat hangers, cardboard boxes or anything that might catch sideways and block it. This trash chute is for small trash bags only!
- 3.17** USE OF TOOLS: All building equipment, including tools, saws, drills, sweepers, etc., shall be used only by authorized 3525 personnel.
- 3.18** WINDOWS AND DOORS: Owners must close all exterior windows or sliding doors as our central heating and cooling system is designed to provide maximum efficiency only in closed units. Introduction of outside air can cause your wall vents to sweat and damage your wall with excess moisture. A closed window also avoids possible damage from storms or the elements.
- 3.19** VENDING MACHINES: A coin operated cold drink and snack machine is located in the Rear Hall (first floor). A bill changer is also located there. 3525 is not responsible for these machines, lost coins, etc, call the vendor!

BUILDING MAINTENANCE

Section 4

- 4.01** When a unit Owner has any maintenance or construction work which needs to be done by the building employees, it must be scheduled through the Management Office, there is a fee charged.
- 4.02** The 3525 Condominiums are responsible only for maintaining the original structure and equipment, and not for any alterations or additions in the individual condominium units.
- 4.03** Maintenance responsibilities of The 3525 Condominiums:
Exterior of Building
Lobby area and hallways
Re-caulking of exterior windows - but not replacement
All of these responsibilities are subject to Paragraph 4.02 above.
- 4.04** Maintenance responsibilities of the Owners of 3525:
Air conditioning and heating mixing boxes within units
Air conditioning and heating filters (building will provide two free changes annually)
Dishwashers
Garbage disposers
Lighting fixtures and bulbs
Plumbing fixtures (including faucet leaks, washers, running commodes, etc.)
Ranges
Refrigerators
Showers - replacing pans or tile
Television sets
Thermostats and controls
Unit interior: cabinets, decorating, walls, interior doors, floors, ceiling, windows, etc.
Vent-a-hoods
- 4.05** Do not sweep or throw or permit anything to be swept or thrown from the doors, windows, or balconies.
- 4.06** To establish responsibility for payment for repairs of damages in or to individual condominiums caused by water, wind, or any other causes, the Board of Directors has established this policy: 3525 will repair the damage only when it is the result of its negligence in the maintenance of the building or a fault in the structure of the building.
- 4.07** Any damage resulting from misuse of any water closet or other apparatus shall be paid for by Owner in whose unit such damage shall have been caused.
- 4.08** Water shall not be left running for an unreasonable or unnecessary length of time.
- 4.09** No Owner shall interfere in any manner with any portion of the plumbing, heating, air conditioning or lighting apparatus which is part of the common elements and not part of the Owners' condominium.

BUILDING MAINTENANCE

Section 4 (cont'd)

- 4.10** No exterior shades, awnings, window guards, ventilators, fans or air conditioning devices shall be installed or used in or about the building's common elements, or balconies except such as shall have been approved by the Board or Manager in writing. If the Owner shall fail to keep any such approved device in good order, repair and appearance, the Board or the Manager may remove such device, charging the cost of removal to the Owner; and the device shall not be replaced until it has been put in proper condition, and only with the further written consent of the Board or Manager.

Reflective window tint film may be installed with Board approval. The required color is grey tint.

CHILDREN

Section 5

- 5.01** If a guest or otherwise occupant, of a condominium unit disturbs another Owner and/or tenant by creating noises audible outside the condominium unit which he occupies, by violating the rules of 3525 or by otherwise interfering with the peaceful enjoyment by other Owners and tenants of their condominium unit and the common areas, the Board or the Manager may give notice to the Owner of such condominium unit to cause such disturbances or interference to be discontinued. After (i) two (2) notices of separate violations have been given and the Owner fails to cause the violations to cease; (ii) ten (10) days prior written notice to the Owner of such condominium unit; and (iii) an opportunity for such Owner to have a hearing before the Board, the Board may, to the extent permitted by law, revoke its permission to allow the occupancy by the child of the condominium unit, if such permission has been given, and may terminate the tenancy of the leaseholder in such condominium unit as provided in the Declaration of Condominium and, in addition, may exercise any and all rights at law or in equity.
- 5.02** Children shall not be permitted to play in the common area halls, stairways, garages, or elevators.
- 5.03** No bicycles, scooters, shopping carts, or similar vehicles shall be allowed to stand in the common area halls or passageways of the building.
- 5.04** There shall be no parties of minors in the common areas of the building or inside condominium units without written permission of the sponsoring Owner, who shall give written notice in advance to the Building Manager. Further, all such parties must be attended by the sponsoring adult Owner and have adequate adult supervision. The Owner shall be fully responsible for any damage that may occur during the period of the party.
- 5.05** Minors are not permitted to operate exercise equipment in the exercise room unless accompanied by parents who have signed the general release form supplied by the Manager.

COMMON AREAS

Section 6

- 6.01** The common area, halls and stairways of the building shall not be obstructed nor used for any purpose other than ingress to and egress from the condominium units in the building and fire equipment shall not be obstructed in any way.
- 6.02** Children shall not be permitted to play in the public halls, stairways, elevators, or garages.
- 6.03** No article or object of any type shall be placed in the stairway landings. This is in compliance with fire regulations.
- 6.04** No bicycles, scooters, shopping carts or similar vehicles shall be allowed to stand in the common area, halls, or passageways of the building.
- 6.05** Any item placed in any hallway shall be subject to approval by the Board of Directors and review by fire inspectors and subject to removal.
- 6.06** The Board has the authority to designate a "Special Use" for certain common areas.

COMPLAINTS, KEYS AND MISCELLANEOUS

Section 7

- 7.01** To insure prompt and effective action relative to complaints, requests, and suggestions, Owners are asked to submit such matters in writing. A form is available in the Management Office. Neither the Board of Directors nor the Manager can assume responsibility for complaints, requests, or suggestions submitted verbally. Please do not make these requests in person to a Board Member; direct them to our Management Office in writing. However, minor matters such as requests for housekeeping or maintenance service, can still be taken over the phone or verbally by the Manager.
- 7.02** No Owner shall make or permit any disturbing noises or noxious odors i.e. pipe, cigar, or cigarette smoke, in the building or do or permit anything to be done therein which will interfere with the rights, comfort, health, or convenience of other Owners.
- 7.03** No Owner shall play upon or allow to be played upon any musical instrument or permit to be operated a phonograph, radio or television loud-speaker in his unit between the hours of eleven o'clock (11:00) PM and the following nine o'clock (9:00) AM if the same shall disturb or annoy other occupants of the building.
- 7.04** No radio or television antenna shall be attached to or hung from the exterior of the building without the approval of the Board of Directors.
- 7.05** **Keys, Lock-out Policy:** Unit Owners are responsible for maintaining their own keys to prevent locking themselves out of their unit. The Building Management **is not** responsible for providing entry to locked-out unit Owners.
- The Building Management **will** provide lock-out entry services during office hours! Providing a unit key has been given to the Management Office by the unit Owner.
 - After office hours and before 10:00 PM, the front security will **attempt** to contact a Board member for assistance. A charge to the unit Owner may be levied for this service.
 - If no assistance is available, or after 10:00 PM, the unit Owner will need to call a locksmith.

For leased units, see LEASES, SECTION 16.

CONSTRUCTION PLANS

Section 8

- 8.01** No permission for additional build-outs will be permitted until an engineering study is made concerning the heating and cooling capacity of our present facilities, at the expense of the Owner.
- 8.02** A set of plans showing any and all modifications of any condominium unit must be presented to the Board of Directors. Approval in writing by the Board must be given, before any such modifications are made. The modifications must then be made only in accordance with the plans as approved by the Board.
- 8.03** A building permit from The City of Dallas must be posted inside of the front door of the unit during construction. A photo copy of this permit must be presented to the Building Manager before any remodeling or construction can start.
- 8.04** A construction security deposit will be required prior to approval of any remodeling or construction.
- 8.05** No supplementary air-conditioning or heating system may be installed without approval of the Board of Directors.
- 8.06** No blinds, awnings, or other material attachments will be permitted to cover or extend from the exterior or balcony.
- 8.07** No Owner shall make or attempt to make within his unit any repairs, alterations, modifications, or innovations to the air-conditioning, electrical system, water system, or to any structure, service facility, or any other common appurtenance which might adversely affect other Owners, unless such work is expressly authorized by the Board of Directors and is conducted under the direct supervision of the Building Manager. Any unauthorized work affecting the common interest and deemed hazardous in any way may be corrected by the Building Manager at the Owners' expense.
- 8.08** Any window replacement requires that an energy efficient grey tinted, insulated, or thermopane type glass be used. Single pane windows cannot be replaced.
- 8.09** If a window is broken, unit Owner is responsible for replacement of single or double-pane glass.
- 8.10** The Board of Directors reserves the right to have an added maintenance charge on any increase in the air-conditioning, i.e. window units, heating system, or electrical system, which is added to any condominium.
- 8.11** In remodeling units, one hour fire-block wall-board or equal material must be used in all walls and approved by the Manager before such usage.
- 8.12** Spray painting will be allowed inside any condominium providing all HVAC vents, smoke detectors, etc. are taped and covered. 3525 has a central HVAC system and failure to do this could be hazardous to others health.

CONSTRUCTION PLANS

Section 8

(cont'd)

- 8.13** No Owner doing the work himself nor any contractor may use any of the building's tools, shops, or garage space. All such work must be done inside the unit or off the 3525 premises.
- 8.14** Owners or contractors may not work on any remodeling on Saturdays, Sundays, or legal holidays, and no work shall be done past 4:30 P.M. The Owner having work done will be legally responsible for keeping all hallways, elevators, etc., clean. If 3525 has to spend any time cleaning a hallway, elevator, etc. as a result of work done by the contractor, the Owner will be fully charged, including all over-time pay, if any. Arrangements to use the trash bin by the contractor must be made with the Management Office so that charges can be made accordingly, or the Owner will be charged for the full use of the bin.
- 8.15** All contractors must place a protective covering on the carpet of the floor they are working on from the elevator to the unit they are working in. This protective covering must be put down each day they are working in the unit, and must be taken up each night before they leave. If the contractor fails to do so, as directed, a fine will be imposed.

CONTRACTORS' WORK PROCEDURES

Section 9

9.01 3525 RULES FOR CONTRACTORS

In order to establish a working arrangement between our maintenance people, housekeeping staff, security, contractors, unit Owners and workmen from all trades, the following rules have been established.

1. Legal building permit must be posted inside of the front door of unit being renovated and be plainly visible during entire work period and inspector called on completion.
2. All material vehicles and workmen are to use back entry gate and all contractors and workmen will sign in and out of the building using the register provided at the back security desk. **Security will provide a temporary identification badge which the contractor MUST wear at all times while on Association property.**
3. Doors to condominiums must be closed while work is proceeding within. If found open; rule #9.23 will apply.
4. No work will be permitted in the building before 9:00 AM or after 4:30 PM weekdays nor on weekends or holidays.
5. Hallways, corridors and doorways must be protected when materials and furnishings are brought in or out.
6. You are expected to confine your activities to the area in which you are working. No loitering throughout the building. Smoking in unauthorized areas will cause a \$25.00 fine to be deducted from the cash deposit.
7. The freight elevator is not to be held on floors. **KEEP IT MOVING.** All maids, porters and unit Owners in the building use it, especially for laundry. We have to share.
8. Please do not wedge the doors of the freight elevator to keep them open. It ruins the adjustment on the doors.
9. **DO NOT USE THE FRONT ELEVATORS**
10. Park your cars on the upper deck of the parking garage at all times.
11. Trash trailers may be parked at the back entrance for short periods of time only. Please coordinate this with the back security person.
12. Please do not ask to borrow the maintenance staff's tools and equipment.
13. Debris is not to be placed in the trash chutes, on the floors or thrown down air shafts. The trash compactor is not equipped to handle construction materials. The building dumpster will not be used by contractors.
14. When working in condominiums, always be conscious of open patios and windows. Great care must be taken to insure that nothing is dropped, thrown or pushed from an open area.
15. Food wrappers, such as lunch sacks, candy wrappers, drink bottles, cans and cartons are not to be left on the construction site or in the vending area. These items cause unwanted bugs and are unsightly. There is a trash can next to the vending machines; please use it. Please pickup and dispose of all trash when the work day is over.
16. All trash and debris is to be put in containers before being placed on the freight elevator and disposed of by construction crew.
17. When painting or doing demolition work in one of the units, it is **important** to cover the return air ducts and smoke alarms so the dust or fumes is not carried back through the central air conditioning system nor are smoke alarms set off. **Contractor MUST notify the Maintenance Department as to the scope of work being performed and to ensure that all return air ducts and smoke detectors were properly covered prior to any work being started.**

CONTRACTORS' WORK PROCEDURES

Section 9 (cont'd)

9.01 3525 RULES FOR CONTRACTORS (cont'd)

18. All plans for the renovation must be supplied to the Building Manager's Office. No admittance to the building for work will be allowed unless all plans are submitted.
19. Work which will affect the common area in any way must have the Association's approval...i.e.-ceilings, floors, exterior walls, windows and balconies.
20. Replacing of windows may be done by using grey tinted, insulated, or thermo-pane type. The Board will not approve single pane glass, due to its energy, heat, and air conditioning loss.
21. Do not touch the TV antenna or fire alarm system!!! Call the Building Manager's Office at (214) 526-3525 for assistance. Repairs for damage to the system will be billed to the unit owner per rule #9.23.
22. Do not attempt to move or change the house phone!!! Call the office at (214) 526-3525 for assistance. Repairs for damage will be billed to the unit owner.
23. A \$1,000.00 security deposit is to be left in the Management Office before starting any work in a condominium. This is to cover any damages, extra work by building employees or other cost involved incidents caused by construction work. The amount involved in any incident to be deducted from the security deposit with any remaining amount to be returned upon completion of the construction job.
24. All demolition work may be done between the hours of **10 am to 4:30 pm**. No demolition work may be done outside of these hours. All trash and debris must be put in containers supplied by the contractor. Under no circumstances may a contractor use the trash containers belonging to 3525.

One copy of these Contractors Rules is to be signed and turned into the Management Office along with the security deposit before a job may be started.

9.02 THE FOLLOWING ARE SUGGESTIONS AND RECOMMENDATIONS FOR REMODELING BASED ON BUILDING'S PAST EXPERIENCES

1. Any appliance requiring a sump pump such as an icemaker please make sure the unit Owner is advised and shown a way to immediately cut off water in unit. In the past when the sump pump has failed the water continued to run and has flooded lower floors at the expense of the unit Owner.
2. Flooring - Since marble and wood are noisy they require extra insulation.
3. When turning closets into bookcases, etc. please insulate behind wall as there is another family living on the other side of the wall. Owners have no privacy from neighbors due to the lack of insulation.
4. In kitchen, place rubber bumpers on backs of drawers. This is simple to do when installing cabinets.

9.03 SPECIFICATIONS FOR VENTING, PLUMBING AND ELECTRICAL WORK

1. All dryers shall be connected to the existing vent stacks as follows:
In Units A, D and E the four inch round sheet metal (24-gauge) vent shall be connected to the existing exhaust stack that is presently venting in the maid's closet adjacent to the corridor. The owner of the D Unit shall have the option of running the vent duct to the exhaust riser serving the bath in Unit C.
2. The exhaust serving Unit B shall be connected to the exhaust riser near the A Unit located between baths 1 and 3 in A Unit directly behind the kitchen in the units.
3. The exhaust riser for C Unit shall be connected to the existing exhaust stack serving Unit B.

CONTRACTORS' WORK PROCEDURES

Section 9 (Cont'd)

9.03 SPECIFICATIONS FOR VENTING, PLUMBING AND ELECTRICAL WORK (cont'd)

4. All plumbing serving the washing machines shall be connected to the existing plumbing stacks in the closest proximity to the washer unit. The material for the two inch waste connection for the washer shall be all copper pipes. The washer shall discharge open site into this waste line. The 1/2 inch water pipe serving the washer shall be type "L" soft or hard copper and shall include a shutoff valve.
5. Should the Owner of the unit desire to locate the washer/dryer at a location other than the kitchen wall near the service entrance to the unit, for instance in the breakfast area in some of the larger units, the Owner of the unit will be permitted to connect the exhaust from the dryer to any existing toilet exhaust riser. In no case is the Owner of the unit to tie the exhaust from the dryer into existing ducts that are serving as kitchen exhaust.

9.04 INSURANCE REQUIREMENTS FOR CONTRACTORS WHO PERFORM WORK AT 3525 TURTLE CREEK

Certificate of Insurance should be made to the following: **"The 3525 Condominiums Council of Co-Owners, 3525 Turtle Creek Blvd., Dallas, TX 75219"**

The following coverage is our minimum requirements; for larger and more detailed jobs we require additional insurance.

Comprehensive General Liability

Bodily Injury Liability
aggregate

\$500,000 each occurrence

\$500,000 aggregate completed operations

Property Damage Liability

(Including Broad Form Property Damage)

\$100,000 each occurrence

\$100,000 aggregate

Comprehensive Automobile Liability

Bodily Injury

\$250,000 each person

\$500,000 each occurrence

Umbrella Catastrophe Liability

\$1,000,000 each occurrence and in the

Workers' Compensation Ins.

Statutory coverage for State of Texas

Employer's Liability - \$100,000

CONTRACTORS' WORK PROCEDURES

Section 9 (Cont'd)

Explanatory notes:

1. Explosion, collapse and underground damage (XCU) coverage shall be maintained by the contractor, and such insurance coverage shall be confirmed in the Certificate of Insurance.
2. Liability Insurance shall be provided on the comprehensive forms both Automobile and General Liability coverage.
3. The contractor shall require all subcontractors to furnish insurance in the amounts specified above.
4. Completed operations coverage shall be maintained for a period of at least one year following completion of the contract.
5. The insurance companies must be financially sound and acceptable to The 3525 Condominiums and the unit owner.

Proof of coverage should be submitted on standard certificate forms of the insurance company (ies). Also, the Certificate of Insurance must include statement to the effect that if the policy is canceled or materially changed, ten (10) days prior notice will be mailed to The 3525 Condominiums Council of Co-Owners.

**I HAVE READ, UNDERSTOOD AND AGREE TO COMPLY WITH ALL 3525 RULES
FOR CONTRACTORS AND WILL BE RESPONSIBLE FOR FULL COMPLIANCE.**

Unit Owner

Authorized Agent for Contractor

1/1/96

DELIVERIES

Section 10

10.01 SMALL DELIVERIES: There is a security service entrance at the rear of the building. All small deliveries should be made through this entrance.

10.02 LARGE DELIVERIES: When a large delivery is to be made to the building, the delivery man should be notified by the Owner placing the order that the delivery is to be at the rear entrance of 3525 Turtle Creek. This delivery must be scheduled with the Management Office and the freight elevator reserved. (There may be a charge for elevator use).

10.03 Deliveries which tie up an elevator may be made only between the hours of 8:00 AM and 4:30 PM. Elevator must be reserved in advance.

10.04 Deliveries by 3525 staff are made to Owners unit at approximately 11:00 AM and 3:00 PM daily. If an Owner is not in, a note will be placed in your side-box in the mail room, notifying you that a package has arrived. The package should be picked up at the Rear Security Office. If a unit Owner has laundry and cleaning to be picked up, it should be marked clearly with your name and name of your cleaning company to receive them and brought to the Rear Security Office.

The Board permits newspapers to be delivered to your door, however if security becomes an issue, this service may be discontinued. An Owner should start and stop his daily newspapers directly with the Circulation Department of the newspaper. Please notify the Management Office when you have made these arrangements, the Management Office cannot store your papers while you are out of town!

10.05 For your convenience, there are delivery carts at the rear entrance. Also, there are carts for holding garment bags and luggage. Please return them immediately to the rear entrance for other Owners' use. **Please** do not leave them in your unit and do not leave them in the hallway.

10.06 Authorized building personnel receiving registered or insured packages will sign receipt and deliver the parcel to the owner in person and have them sign the register book. If an Owner is not at home, the package will be held in The Management Office for safe-keeping until the Owner returns.

10.07 The Management Office cannot be responsible for commercial or perishable shipments.

ENTERTAINING

Section 11

Any Owner of 3525 who is planning a sizable social event, to be held either in the Owners' condominium or using the facilities of the Turtle Room should advise the Manager for assistance and procedures.

The following is a list of recommended procedures to assist you in your preliminary planning:

- 11.01** The Owner will advise the Manager if the party event will be in their Condominium, or make a reservation for the use of the Turtle Room (there will be a charge for use of this room).
- 11.02** The Owner will advise the Manager of the approximate number of outside guests and cars expected, and prior to the day of the party, furnish the Manager with a guest list and state the scheduled hours the event will be held.
- 11.03** If the event is held during evening hours, an extra doorman or individual will be necessary to check the guest list for 50 or more outside guests.
- 11.04** Outside parking service will be required for 30 or more expected outside guests, which will average 21 automobiles to be parked. This will be arranged by the Manager. The Host will be billed for this service.
- 11.05** Additional guard service will be required for 50 or more outside guests.
- 11.06** Controlled lobby elevator service will be required for 50 or more outside guests going to an Owners' unit. This can be handled by the additional guard service.
- 11.07** The extra personnel furnished by 3525 to meet these requirements shall be at the expense of the Owner Host.
- 11.08** The following numbers must be considered maximum for the facilities of 3525 in order to handle the guests adequately:
 - 100 seated for catered dinner in the Turtle Room
 - 125 to 150 for cocktail buffet
 - Maximum number of outside guests in an Owners' unit must be considered by the Fire Marshall and the Manager, so as not to inconvenience or disturb other residents of the building.
- 11.09** There will be a service charge for arranging the tables and chairs in the Turtle Room and for cleaning the kitchen and rearranging the room following the social function, according to the time spent by the housekeeping staff (Owners may have their catering company do these things, but must pass inspection of the Manager).
- 11.10** No Owner shall allow any non-resident of 3525 to use the Turtle Room for entertaining, unless the non-resident is a co-host with the 3525 Owner.

ENTERTAINING

Section 11

(Cont'd)

- 11.11** When a catering service is to be used, certain procedures must be observed:

All arrangements for a catering service to use the facilities of 3525 must be made with the Manager in advance of the social event.

When caterers enter the building with food, they should use the rear entrance into the kitchen of the Turtle Room.

The 3525 kitchen must be completely cleaned and left in good order at the expense of the Owner Host.

If a caterer is transporting food to the Owners' condominium, the Manager should be consulted to handle this in the most efficient manner. The freight elevator should be reserved.

- 11.12** These recommended procedures are to assist you in planning your social functions so that all details may be arranged in advance. This will enable you, as host and hostess, to enjoy your party, knowing that your guests will be handled both efficiently and courteously.

Your Board of Directors and the Manager will cooperate with you in assuring the enjoyment of you and your guests.

FIRE PROCEDURE & EQUIPMENT

Section 12

INSTRUCTIONS IN CASE OF FIRE IN YOUR UNIT:

12.01 DO NOT DELAY, immediately proceed to hallway to red pull box and pull the handle down to break the glass fuse. This will notify the Dallas Fire Department automatically.

This is a high rise building so it takes more time to get to the source of the fire! **Also call 911!**

12.02 If the fire is not bad, attempt to put it out on your own, or use 3525's hand fire extinguishers. **Do not attempt to use the water fire hose yourself, the water pressure is powerful.**

Fire extinguishers have been installed in all fire hose cabinets on every floor. These extinguishers are suitable for **ALL** types of fires. If you have occasion to use one, please notify the Management Office so that it can be refilled.

Every Owner is encouraged to have a fire extinguisher and smoke detector in his own unit.

12.03 In case of an evacuation, walk **(do not use the elevators)** to the lobby floor and exit by one of the emergency doors.

12.04 Under no condition prop open a fire door, that is, a door to one of the rear fire escapes (by the garbage chutes).

12.05 Christmas trees are not permitted in individual condominium units, unless they are planted living Christmas trees, such as Norfolk pines, or artificial non-flammable trees.

12.06 Your kitchen vent-a-hood should be cleaned periodically (once a month would be good) to avoid a possible grease fire hazard.

GUEST ROOMS

Section 13

3525 has one Guest Room on the Mezzanine Level, which may be rented for the enjoyment of your guests.

- 13.01** A rental charge rate for the Guest Room is kept by the Manager. Limit of five (5) nights.
- 13.02** All requests for reservations must be made through the Management Office. These reservations must be canceled 24 hours in advance, or the time of the reservation will be charged to the Owner making the original request, if the room is not subsequently rented.

Guest Room can not be reserved more than six (6) months in advance. No single Owner can reserve Guest Room for both Thanksgiving and Christmas. They may select one or the other, but not both.

- 13.03** Upon arrival of the Guests who are to occupy the Guest Room, please register them immediately in the Management Office or Front Security Station. It is necessary that we have this registration in order to keep accurate records and preserve the security of our building.

- 13.04** We must require a 12:00 noon check-out time, in order to prepare the room for other guests. Check with the Manager if this is a problem.

All long distance telephone calls made from the Guest Room must be credit card or collect!

INFORMATION FOR OCCUPANTS IN THE 3525 GUEST ROOM

- 13.05** Your Guest Room key can be picked up in the Management Office or at the front Security Desk.
- 13.06** Check-out time is 12:00 noon. When checking out, please drop the keys through the door slot in the Management Office. The service charge for the Guest Room will be billed to your 3525 Host.
- 13.07** A small refrigerator is provided for your convenience. In the First Floor Rear Hallway, we have coin operated vending machines for snacks and soft drinks, as well as a bill changer.
- 13.08** A unisex Exercise Room and Sauna Bath is available on the Mezzanine Floor, on the way to the pool.
- 13.09** Laundry facilities, ice machine, and drinking fountain are located on the Mezzanine Rear Hall. No cigarettes are sold in 3525.
- 13.10** A list of the swimming pool rules are posted at the pool.
- 13.11** If service is needed, please call the Management Office at 526-3525. Office hours are Monday - Friday 8:00 AM - 5:00 PM.

It is our pleasure to have you with us at 3525. We hope your visit will be enjoyable.

HOLIDAYS

Section 14

- 14.01** As indicated in section 2.07, The 3525 Condominiums recognizes the following as building holidays. The staff will be greatly curtailed on these days; we will operate with one maintenance person, full front entrance valet/security on duty. The balance of the staff will be off, but on call status in case of emergency.

New Year's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
1/2 day Christmas Eve (off at 1 PM)
Christmas Day

- 14.02** No holiday music, discharge of firearms, or offensive noises are permitted. See COMPLAINTS, KEYS AND MISCELLANEOUS, SECTION 7.
- 14.03** No fire works of any type can be ignited or displayed on the 3525 premises at any time.
- 14.04** Live Christmas trees are not permitted in individual condominium units, only artificial non-flammable trees; this is strictly enforced for your safety.
- 14.05** Owners are permitted to put decorations on their unit entry a door, providing it is in good taste - but nothing can be displayed in the common areas unless it is at the specific direction of the Board.
- 14.06** Every Christmas your Board of Directors will request a cash donation for the Building Christmas Fund. This money will be distributed to our staff based on years of service, job responsibilities and other criteria established by the Board. You can make personal contributions if you so desire.

INSURANCE

Section 15

- 15.01** 3525 **does** insure the building against loss by fire, windstorm, hail and certain other perils.
- 15.02** 3525 **does** assume the risk and carries liability insurance on all public areas, including all hallways.
- 15.03** 3525 **does** insure the glass above the lobby level for loss due to windstorm, hail and certain other perils.
- 15.04** 3525 **does not** insure Owners' property against fire, theft, water damage, mysterious disappearance, vandalism or malicious mischief, whether it is located in a unit, in the hallway, in the assigned storage area, in the garage or elsewhere.
- 15.05** 3525 **does not** assume the risk or carry liability insurance for accidents that occur inside a condominium unit.
- 15.06** You may receive a more detailed explanation by consulting with the Manager.
- 15.07** **Every unit Owner is required to purchase a comprehensive personal liability policy for his own protection. A certificate of this coverage must be delivered to the Management Office annually.**

LEASES

Section 16

- 16.01** Unit Owners, their heirs or estates presently have the option of leasing their condominium units. This option is at the pleasure of The Board of Directors. If at any time, the Board feels that 3525 has too many rentals and is at the risk of becoming a “rental” building the Board can (i) restrict the number of rental units (ii) prohibit all rentals or act in any manner they feel is in the best interest of the majority of Owners of The 3525 Condominiums.
- 16.02** Every lease must be presented to the Board for their acceptance or rejection. The Board reserves the right to cancel any lease, and has no responsibility to the Owner for future lease payments if the tenant does not abide and conform to the rules of The Condominium Association as outlined in this handbook or enacted at a later date. An administrative fee is charged for this service.
- 16.03** The Board reserves the right to charge a security deposit on any leased unit without prior notice to unit Owners if they feel this necessity.
- 16.04** The lease form used is the decision of the Owner, but it should be a Condominium Lease, stating that the tenant has read the rules of The Association and agrees to abide by them and is aware of the restrictions of community living.
- 16.05** All leases must be for a minimum of one year. Less moving in and out saves wear and tear to our buildings' hallway decor.
- 16.06** Unit Owners are always fully responsible for their tenants' actions and charges while the lease is in effect.
- 16.07** The Management of 3525 is not responsible for providing keys for locked-out residents. During regular office hours, the Manager will be of assistance - **if** a unit key has been given by the unit Owner to the Management office. A charge may be levied for this service.
- If the unit Owner lives at 3525, they must accommodate **their** tenant in a lock-out situation.
- Should the unit Owner not be available and the Management office is closed, tenant should call a locksmith to gain access.
- 16.08** Freight elevator must be reserved. See MOVING, SECTION 17.
- 16.09** Any maintenance or service requests to a rental unit must be made by the unit Owner as prescribed. The Building Management will not respond to tenants' requests, this is an Owner or Landlord responsibility.

MOVING
Section 17
(Updated 8/1/97)

- 17.01** In planning to move large household articles and/or furnishings in or out of the building, all arrangements must be made in advance with the Manager, in order to coordinate use of the freight elevator. There is a daily non-refundable fee of \$250.00 and a refundable security deposit of \$1,000.00 payable prior to moving day.
- 17.02** In consideration for your neighbors, no moving may be started before 8:30 AM, and must be concluded by 4:30 PM, in order to release the freight elevator.
- 17.03** No personnel from a moving or transfer company will be permitted in the building after 5:00 PM.
- 17.04** The unit owner is responsible for any damages, made by the moving company to the building halls, wallpaper, carpet, paint elevator entrance, or elevator.
- 17.05** If it is necessary to use the hoist on the roof of the building, contact the Manager to reserve the hoist three (3) days in advance. There will be an hourly charge for use of the hoist and outside contractor operator.

OWNERS' EMPLOYEES

Section 18

- 18.01** All regular and occasional help employed by Owners of the building are required to park their automobiles on the top level of the garage.
- 18.02** All Owners should inform their personal housekeepers, nurses, chauffeurs and porters to enter and leave the building via the rear service elevator and rear entrance. Housekeepers carrying laundry must use the service freight elevator.

OUT OF TOWN PROCEDURE (OWNERS)

Section 19

- 19.01** When an Owner goes away in the summer, all thermostats should be set at 75 degrees, with the blinds closed.
- 19.02** When an Owner goes away in the winter, all thermostats should be set at 60 degrees, with the blinds closed.
- 19.03** When an Owner goes away in the spring or fall, all thermostats should be set at 70 degrees, with the blinds closed.
- 19.04** When leaving for a period of two weeks or longer, you may ask the Management Office personnel to store your mail. This must be done in writing and 3525 assumes no responsibility for missing mail or packages. Management cannot store your newspapers -
- with written permission, we will open your unit and place them inside.
- 19.05** When going away on vacation, you may arrange with the Management Office to have housekeeping staff water your plants, on a flat charge basis per entry.

PARKING

Section 20

- 20.01** Valet parking is available to all Owners', guests and visitors. This service is voluntary; you agree to assume all risks regarding your vehicle and its contents.
- 20.02** Cars must never be left at any time in an area marked as a fire lane or no parking; they are subject to towing at your expense.
- 20.03** The porte cochere at the front lobby entrance is for sheltering those getting in and out of cars. If you elect not to utilize our valet service, please do not leave your car parked there.
- 20.04** If you self-park, please use only the two parking spaces assigned to you. Extra cars should be parked in the outside top of garage parking area.
- 20.05** An Owner shall not use, nor shall he permit his family, guests, or invitees to use parking spaces of other Owners. The Owners' Board and the Manager shall have the right to remove such vehicles parked in violation of this rule at the expense of the respective Owners thereof, or take appropriate means to see that such wrongful parking is not repeated.
- 20.06** Due to the increased ownership of campers, motor homes, trailers, etc., there shall be a time limit on parking these vehicles on the upper garage level. Excessively heavy weight vehicles are forbidden in/on the garage. You may park overnight, for loading or unloading, but the vehicle must not remain longer than twenty-four (24) hours. All major loading or unloading must be done through the rear entrance of the building, never through the front lobby door.
- 20.07** Bicycle parking is permitted in the garage near your parking space. If it intrudes on aisles or traffic ways, it will be moved. 3525 will not be responsible for cut/damaged locks.
- 20.08** No vehicles shall be left standing in the garage or a parking space in a non-operative condition, nor shall there be any repairs done to vehicles in these areas.
- 20.09** An Owner shall not cause or permit the blowing of a horn of any vehicle in which he, his guests or family shall be occupants, approaching or in the parking areas or in the building or garage.

PETS
Section 21
(Updated 2/12/98)

- 21.01** Prospective Owners with a reasonably acceptable pet may be considered as purchasers of a condominium unit. The Board of Directors will give consideration to such applications of Owners individually. No new pet shall exceed 25 lbs. in weight or 16" in height from ground to nose. Pets in the building prior to August 1, 1997 exceeding these requirements will be grandfathered in, but may not be replaced. Any dog exceeding 50 lbs. must be muzzled while in any of the buildings common areas such as hallways, freight elevator, and service lobby. Tenants are not allowed to have dogs.
- 21.02** Pet Owners shall be held completely responsible for all damage their pets do to 3525. Pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or sanitary condition.
- 21.03** No pet shall be permitted in a common area unless carried or on a leash. No pet shall be left unattended outside the Owners' residence. Pets are required to enter and exit the building through the rear door on the first floor.
- 21.04** No pet is allowed in the swimming pool or surrounding garden area.
- 21.05** Solid waste should be scooped and placed in sealed plastic bags for appropriate disposal.
- 21.06** Pets shall not be permitted on the front elevators or in other public areas of the building.
- 21.07** Pets must NOT be confined to the balcony when the Owner is absent from the property.
- 21.08** Cat litter waste must be placed in sealed plastic bags and disposed of daily.
- 21.09** Pets of nonresidents are not allowed in the building.
- 21.10** Pet Owners must not allow their pets to enter other condominium units without the consent of the occupant.
- 21.11** If a pet disturbs other Owners by barking, biting or in any way becoming obnoxious, the Council shall give notice to the Owner of such pet to cause the annoyance to be discontinued.

After (i) repeated violations of this provision; (ii) ten (10) days prior written notice to the Owner of such pet; and (iii) an opportunity for such Owner to have a hearing before the Board, the Board may revoke its permission to keep the pet within the condominium and the pet shall be taken from such Owner and given to the Society for the Prevention of Cruelty to Animals of Dallas County, Texas, or to such person or other entity not within the condominium as such Owner may desire.

PETS
Section 21
(cont'd)
(Updated 2/12/98)

- 21.12** All pets must be registered with the Management Office with a picture for Owners' file. Proof of current vaccination will be a part of registration.
- 21.13** Current vaccination tags must be attached in a conspicuous place on the animals' collar or leash when pet is outside of the Owners' unit.
- 21.14** Should an Owner wish to replace their (approved) pet with another, they must first get Board approval by registering the prospective new pet with the Management Office.

SECURITY
Section 22
(Updated 8/1/97)

- 22.01** Keep in mind that proper and effective security requires the cooperation and attention of all Owners.
- 22.02** There is a Guard at the Back Entrance from 8:00 AM to 5:00 PM, Monday - Friday. There is **no** guard Saturday, Sunday and Holidays.
- 22.03** Admit no one to the building through the building doors or garage whose activity you will not take total responsibility for.
- 22.04** Owners should let the Management Office know when they have service people or other persons coming to their units. If the Owner is not at home when they arrive, the Management Office must have permission from the Owner for such persons to enter the unit, and to remain there alone while working. A 3525 employee cannot be spared to remain in the unit as security until the work is finished. If permission has not been given, the Management Office will have to refuse entry.
- 22.05** Advise the Front Entrance Staff or the Management Office of any suspicious person or activity around or in the building.
- 22.06** When using the door to the swimming pool, close and lock it securely. Never place objects in the door to hold it open.
- 22.07** A security lock system has been installed on all outside doors of the building. You must buzz the Front Entrance Desk to gain entry.
- 22.08** There is a registry book in the Rear Office. Each delivery person, construction worker, service person, etc., must state their name, company and the unit to which they are going. The time of entry and exit from the building will be recorded. All repair people, etc. should enter through the rear building driveway, located on Welborn Street.

STORAGE

Section 23

- 23.01** Each Owner is assigned a storage space in the basement area by the Management Office. Storage is prohibited in all other common areas.
- 23.02** Nothing shall be stored in the aisles in the storage areas.
- 23.03** No refrigerator or deep freeze is permitted in this storage space without written permission of the Board of Directors.
- 23.04** No Owner shall use or store any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra hazardous to life, limb, or property without, in each case, first obtaining written consent of the Board or Manager.
- 23.05** **REMEMBER:** 3525 does not insure your personal property against fire, theft, water damage, mysterious disappearance, vandalism, or malicious mischief. If you wish to insure your property in the storage area, make sure your insurance policy covers items **outside** your individual condominium unit.

SWIMMING POOL

Section 24

- 24.01** All persons going to the swimming pool must wear robes, T-shirts, or some cover-up over bathing suit, and shoes or sandals.
- 24.02** When going to and from the pool, please take the elevator to the Mezzanine floor. Use the exit in the rear hall area on that floor to walk down to the pool. No one in a swim suit should enter or leave through the front lobby doors. Those disabled can enter through the first floor storage area.
- 24.03** No running will be allowed in the pool area.
- 24.04** All Owners will be held financially responsible for any damage or vandalism caused by guests.
- 24.05** Children are not safe at the pool unless accompanied by an adult.
- 24.06** Please do not remove the life-saver and rope from the hanger, **UNLESS** it is for an emergency.
- 24.07** Please use only plastic or paper containers at the pool. No glasses or glass bottles are allowed.
- 24.08** No pets of any kind are allowed in the swimming pool or surrounding garden area.
- 24.09** Please dry off before re-entering the building. Wear shoes or sandals so as not to wet the carpeting.
- 24.10** Leave the pool area clean. Please pick up all trash and deposit it in the trash can located in the pool area.
- 24.11** Always close the pool door securely, and make certain it locks behind you. Never prop the door open.
- 24.12** The pool closes at 10:00 PM.

TRASH

Section 25

- 25.01** Regular trash pick-ups are made from the freight elevator daily. All trash placed in the elevator should be bagged and tied so it will not spill on pickup. Stack your newspapers! Trash shall not be left at any other location within the building. Do not put your trash in front of the freight elevator door (please advise your housekeeper if you have one) no one is available to remove it, be considerate of your neighbor.

Trash pick-up schedule from the freight elevator:

Monday through Friday	5:00 PM to 7:00 AM
Saturday, Sunday, Holidays	Anytime

- 25.02** Trash chute is for small bags, please, no coat hangers or cardboard boxes that may lodge in chute. The building has a **compactor** in the basement.

WINDOWS AND BALCONIES

Section 26

- 26.01** Balconies are "limited" common areas. You have exclusive use of your balcony although it still remains under the common area responsibilities of the Board of Directors.
- 26.02** Nothing shall be hung, shaken, swept, or thrown from the doors, windows, or balconies nor placed upon the window sills of the building. No fences or partitions shall be placed on or affixed to any balcony without the approval of the Board of Directors. Your balcony floor may be the ceiling area of the unit below you -- therefore it is important to get written permission from the Board of Directors before you cover the floor area with rugs, tile, or outdoor carpeting or alter it in any way. Alteration could cause water damage to the unit ceiling below.
- 26.03** No radio or television aerial shall be attached to or hung from the exterior of the building without the approval of the Board of Directors.
- 26.04** No shades, awnings, window guards, ventilators, or air conditioning devices shall be installed or used in or about the building except such as shall have been approved by the Board of Directors.
- 26.05** No sign, notice, or advertisement shall be inscribed or exposed on or at any window or other part of the building; nor shall anything be projected out of any window of the building without similar approval.
- 26.06** All draperies, curtains, or other window coverings that can be seen from the outside must be a neutral color or have white linings.
- 26.07** If you have an outside faucet on your balcony and the temperature gets below freezing, cut the water off and cover the faucet with an insulator cap. You will be responsible for water damage to other units.
- 26.08** Please be careful while watering plants on balconies. Water running down from one balcony to another can cause damage.
- 26.09** In placing articles on your balcony, please take precautions against high winds. Especially, take measures to tape down or otherwise secure glass or glass-top tables.
- 26.10** Pets must not be confined to the balcony when the Owner is absent from the property.

HOA GOVERNING DOCUMENTS

AMENDMENT AND RESTATEMENT OF
THE 3525 CONDOMINIUMS
DECLARATION OF CONDOMINIUM
AUGUST 23, 1982
AND SECOND AMENDMENT

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AMENDMENT AND RESTATEMENT OF
THE 3525 CONDOMINIUMS
DECLARATION OF CONDOMINIUM

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

THAT WHEREAS, James H. Coker, of Dallas County, Texas, has heretofore submitted certain land and improvements more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes to a condominium regime pursuant to the provisions of the Texas Condominium Act (Texas Revised Civil Statutes, Article 1301a) by that certain Declaration of Condominium (the "Declaration of Condominium") dated December 14, 1977, recorded in Volume 78002, Pages 0738 through 0811, inclusive, of the Condominium Records of Dallas County, Texas;

WHEREAS, James H. Coker, thereafter conveyed such land and improvements subject to the Declaration of Condominium to 3525, Ltd., a Texas limited partnership, whose general partner is Lexington Capital Group, Inc., a Texas corporation, and whose limited partner is James H. Coker, by Warranty Deed dated December 29, 1977, recorded in Volume 78002, Page 0828, of the Deed Records of Dallas County, Texas (as corrected by Correction Warranty Deed dated January 3, 1978, recorded in Volume 78004, Page 3300, of the Deed Records of Dallas County, Texas);

WHEREAS, Section 9.1 of the Declaration of Condominium provides in pertinent part that it may be amended by an instrument in writing signed and acknowledged by Members (including the Developer) having not less than seventy-five percent (75%) or the votes in the Council entitled to vote thereon; and

WHEREAS, 3525 Ltd. has seventy-five percent (75%) of the votes in the Council entitled to vote on an amendment, desires to amend the parking (Article I, Section 1.3), insurance (Article V, Sections 5.1 and 5.2) and certain other provisions of the Declaration of Condominium, desires to amend and restate the Declaration of Condominium in its entirety, and desires to ratify and confirm the Declaration of Condominium, as amended and restated, all as hereinafter set forth.

NOW, THEREFORE, 3525, Ltd. does hereby amend and restate the Declaration of Condominium in its entirety to hereafter read as follows, to-wit:

ARTICLE I
DEFINITIONS

Section 1.1 "Definitions of Terms. When used in this Declaration of Condominium, the words set out below shall have the following meanings:

- (a) **Board** - The Board of Directors of The 3525 Condominiums Council of Co-Owners.
- (b) **Buildings** - The residential building, the Garage and all other improvements now or hereafter placed on the Land. The location of the Buildings on the Land are more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes. The Buildings and Residence Units are more completely described on the plats which are attached hereto as Exhibit "C" and made a part hereof for all purposes.
- (c) **By-Laws** - The By-Laws of The 3525 Condominiums Council of Co-Owners.
- (d) **Common Elements** - The Common Elements shall be and include all of the Land and Buildings except the Residence Units as defined herein and shall include, without limiting the generality of the foregoing, foundations; supporting columns; girders; beams; slabs; supports; dividing walls between two or more Residence Units or between Residence Units and Common Elements; roofs; halls; lobbies; walkways; stairs; stairways; fire escapes; entrances and exits of the Buildings; basements; grounds; gardens; the Garage; swimming pools; club room; managerial offices and apartments; mailroom; areas used for storage of janitorial supplies; maintenance equipment and materials; installations of all central services, including power, light, gas, water, heating, air conditioning and waste collection; elevators; tanks; pumps; motors; fans; compressors; ducts; driveways; and in general all apparatus and installations existing for the common use or necessary or convenient to the operation, maintenance and use of the property as a condominium including those which have been designated as common areas and facilities on the plats attached hereto; and all repairs and replacements of or additions to any of the foregoing. The lobbies, hallways, stairs, club room, Land and other Common Elements intended to be used for passage or temporary occupancy by persons are sometimes referred to herein as the "Common Areas".
- (e) **Condominium** - The Land, the Buildings (including the Garage) and all other improvements erected upon and rights appurtenant to the land and improvements. The components of the Condominium are further herein classified as "Common Elements", "Limited Common Elements" and "Residence Units", as defined herein. The legal rights, duties of ownership, use and administration created by the terms of the Texas Condominium Act, this Declaration of Condominium, the By-Laws and Rules promulgated thereunder are also a part of the Condominium and are sometimes referred to as the "Condominium Regime".
- (f) **Common Expense Charge** - The assessment made and levied against each Owner and his Residence Unit for management and operation of the Condominium and the Condominium Regime and for repairs, maintenance and operation of the Common Elements (including reserves for replacements), in accordance with the provisions hereof.

- (g) **Common Expense Fund** - the accumulated Common Expense Charges collected or received by and due and payable to the Council for use in the administration and operation of the Condominium, the maintenance, repair, additions, alterations, or reconstruction of all or any portion of the Common Elements and Limited Common Elements.
- (h) **Council** - The 3525 Condominiums Council of Co-Owners, a Texas non-profit corporation, the Members of which shall be the Owners of Residence Units within the Condominiums Regime during the period of their respective ownerships, and the respective heirs, personal representatives, successors and assigns of such Owners. The term "Council" shall have the same meaning as the term "Council of Co-Owners" in the Texas Condominium Act.
- (i) **Developer** - 3525 Ltd., a Texas limited partnership, whose general partner is Lexington Capital Group, Inc., a Texas corporation, and whose limited partner is James H. Coker, of Dallas County, Texas, its successors and assigns.
- (j) **Easement** - An exclusive right to use a particular part of the Common Elements for the purposes for which they were designed and in compliance with the terms of this Declaration, the By-Laws and the Rules and Regulations.
- (k) **Garage** - That part of the Buildings designed for the parking of vehicles and designated "Garage" on Exhibits "B" and "C".
- (l) **Land** - The real property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.
- (m) **Limited Common Elements** - Those portions of the Common Elements reserved for the exclusive use of the Owners of certain Residence Units to the exclusion of the Owners of all other Residence Units.
- (n) **Mortgage** - A pledge of or a security interest in a Residence Unit given to a creditor as a security for the repayment of a loan made to an Owner.
- (o) **Mortgagee** - The person or entity who holds a pledge of or security interest in a Residence Unit to secure the payment of a debt.
- (p) **Owner** - Any person or persons, firm, corporation or other entity who or which owns, of record, one or more Residence Units in The 3525 Condominiums, or legal interest therein, including the Developer, but the term "Owner" shall not include any Mortgagee.
- (q) **Parking Spaces** - The spaces for the parking of vehicles within the Garage as shown on Exhibit "C" attached hereto and made a part hereof for all purposes.
- (r) **Percentage Ownership Interest** - The undivided interest in and to the Common Elements associated with and appurtenant to each Residence Unit as set forth on Exhibit "D" attached hereto and made a part hereof for all purposes.
- (s) **Residence Units** - The 101 condominium units designated on Exhibits "B" and "C" attached hereto, the boundaries of which shall be the interior surfaces of the perimeter walls, floors and

ceilings and the exterior surfaces of balconies (balconies being designated as "terraces" on Exhibits "B" and "C" attached hereto), and Residence Units shall include the portions of the Buildings so described and the air space so encompassed, excepting Common Elements. The term "Residence Unit" shall have the same meaning as the term "Apartment" as used in the Texas Condominium Act. Included within the boundaries of each Residence Unit, without limitation, shall be any finishing materials applied or affixed to the interior surfaces of perimeter walls, interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor coverings and carpets); interior walls; and all utility pipes, lines, systems, fixtures, equipment and appliances servicing only that Residence Unit (whether or not within the boundaries of that Residence Unit). The boundaries of each Residence Unit shall be the interior surfaces of perimeter windows and doors, perimeter window frames, and perimeter door frames. Interior trim around windows and doors shall be part of each Residence Unit and shall not be Common Elements. Unless otherwise provided by law, the "exterior surfaces of balconies" as used in this definition shall mean the area enclosed by (i) those horizontal planes being the top of the concrete floor surface of the balcony and the plane of the ceiling of the Residence Unit of which such balcony is a part, and by (ii) those vertical planes being the vertical exterior surfaces of the building and those planes adjacent to the vertical exterior edges of the balcony.

(t) Rules and Regulations - The Rules adopted by the 3525 Condominiums Council of Co-Owners concerning the management and administration of the Condominium Regime and the use of the Common Elements in order to assure to all Owners the pleasures and benefits of ownership of a Residence Unit and use of the Common Elements.

(u) Special Assessments - Any assessment over and above the Common Expense Charge necessary for the preservation, management and administration of the condominium.

(v) Storage Spaces - Those areas designated for the storage of personal property located on the basement level of the building and designated as "Storage Areas" on Exhibit "C".

(w) Texas Condominium Act - Article 1301a of the Texas Revised Civil Statutes, enacted in 1963, which permits the creation of condominium regimes and provides the basic rules for their operation.

Section 1.2 Definitions of Rights and Responsibilities.

(a) Each owner shall have exclusive ownership of his respective Residence Unit and shall have the common right to share, with all other Owners, in the use of the Common Elements in accordance with the purpose for which they are intended and the provisions hereof, without hindering or encroaching upon the lawful rights of the other Owners.

(b) Where the term "Owner" is used in the granting of licenses, easements or rights to use Residence Units, Common Elements or Limited Common Elements, the family of such Owner and each member thereof; such Owner's guests, tenants, servants, employees and invitees shall also be entitled to the rights, easements or licenses so granted.

(c) The existing physical boundaries of each Residence Unit, or Residence Unit reconstructed in accordance with the original plans therefor, 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. None of the rights and obligations of the Owners created herein, or by any deed delivered to any Owner, shall be altered in any way by encroachments due to the settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner 'or Owners.

Section 1.3 Parking Spaces and Storage Spaces. Parking Spaces and Storage Spaces may be assigned and reassigned by the Board at any time and from time to time and, pending assignment, may be used for visitors, guests and others performing any service, repair or other function for the benefit of the Condominium, subject to Rules and Regulations promulgated hereunder. Subject to the right of reassignment by the Board, Parking Spaces and Storage Spaces, once assigned by the Board, shall be Limited Common Elements for the exclusive use (but not ownership) of the Owner of the Residence Unit to which they are assigned; provided, however, each Owner of a Residence Unit shall at all times have the exclusive use of at least one (1) Parking Space.

Notwithstanding the rights of exclusive use herein created for Parking Spaces and Storage Spaces, the Garage and the basement level of the Buildings in which such Parking Spaces and Storage Spaces are located shall be and always remain Common Elements.

ARTICLE II GENERAL PROVISIONS

Section 2.1 Use Restrictions.

(a) All Residence Units shall be used only for residential purposes. For the purpose of this provision, a Residence Unit shall be deemed to be used for residential purposes when it is used to house persons and their belongings, without regard to whether the persons are Owners of the Residence Unit or occupy the Residence Unit pursuant to a rental, leasing or other arrangement. Except for the leasing or rental of any Residence Unit, no Residence Unit shall be used for any commercial, business or professional purpose nor for church purposes. The use of a Residence Unit for the maintenance of a personal

library. or for the keeping of personal business or professional records of accounts or for the handling of personal business or professional telephone calls or correspondence shall not be deemed to be a violation of this provision; but regular consultation with clients at a Residence Unit is prohibited; provided; however, the Developer may retain ownership of one or more Residence Units for use as models, sales and/or promotion offices in connection with the sale or rental of Residence Units, or as apartments or as guest rooms for exclusive use of guests and visitors of Owners.

(b) No noxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Residence Unit or in any Common Element which shall be or may become an annoyance or nuisance to the other Owners.

(c) Notwithstanding any other provisions of this Article, the Developer may make such use of the Common Elements and Residence Units as is reasonably necessary to facilitate and complete any improvement of the Condominium, the operation of ~he Developer's sales or rental efforts and the showing of the Condominium and any unsold Residence Units therein; the provisions of this Article shall not prohibit the Council from owning a Residence Unit for the use and enjoyment of the manager of the Condominium or for rental to guests of Owners or from using the Common Elements in any reasonable manner necessary in connection with the operation and maintenance of the Condominium.

(d) Nothing shall be done in or kept in or on any Residence Unit, balcony, Storage Space, Parking Space or Common Element which will increase the rate of insurance on the Condominium or any other Residence Unit over that applicable to residential buildings, or would result in uninsurability of the Condominium or any part thereof, or the cancellation, suspension, modification or reduction of insurance in or on or covering the Condominium or any part thereof. If, by reason of the occupancy or use of any Residence Unit by any Owner " the rate of insurance on all or any portion of the Condominium shall be increased, such Owner shall be personally liable to the Council for such increase caused thereby and such sum shall be payable to the Council at the same time and in the same manner as provided for the payment of the Common Expense Charge.

(e) No Owner shall install, attach, or hang or allow to be installed, attached or hung any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas. air conditioning units or any other like equipment or wiring in or across any portion of any Common Elements; protruding from any balcony or through any wall, floor, ceiling, window or door which is a Common Element, except as approved by the Council. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring therefor installed or used in a Residence Unit shall fully comply with all rules, regulations or requirements of all state and local public authorities having jurisdiction.

(f) Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the occupancy and use of his Residence Unit and with the provisions hereof, and the By-Laws and Rules and Regulations promulgated hereunder.

Section 2.2 Decoration, Maintenance and Repairs of Residence Units. Any Owner may decorate and redecorate, his Residence Unit and may make any improvements or alterations within his Residence Unit (but not to Common Elements) and shall have the right to paint, repaint, tile, wax, paper, or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings and floors within the Residence Unit. Each Owner shall, at his own cost and expense, maintain his Residence Unit and all Common Elements servicing only his Residence Unit (whether or not within the boundaries of the Residence Unit) in good condition and repair.

Section 2.3 Balconies. No Owner shall paint, remodel or enclose any balcony or store objects or things on such balcony or dry clothing or place other materials on such balcony in any manner which is likely to impair the uniform appearance of the exterior of the Building. An Owner may furnish a balcony with outdoor furniture in keeping with the provisions of this Declaration and the Rules and Regulations promulgated hereunder.

Section 2.4 Alterations to Common Elements. No Owner shall do any act or permit any act to be done in, on or to any Residence Unit, balcony, Parking Space, Storage Space or Common Element which will impair the structural integrity, weaken the support or otherwise adversely affect the Buildings or any Common Element. Decorative wall items such as lights, shelves and art work may be affixed to or installed on the interior walls, floors, doors, and ceilings of any Residence Unit which are Common Elements without prior approval of the Council provided such affixation or installation is done in a good and workmanlike manner. Except for such affixation or installation of decorative wall items, no Owner shall make any alterations to any of the Common Elements (including walls, windows and doors which are Common Elements) nor install, attach, paste or nail any article thereto without the prior approval of the Council.

Section 2.5 Additional Provisions. The Council, by provisions of its By-Laws or by Rules and Regulations enacted pursuant to the provisions hereof, may provide such additional rules and regulations for use of the Common Elements and Limited Common Elements, the Parking Spaces, the Storage Spaces, and the Residence Units as are necessary or desirable in the judgment of the Council for the operation of the Condominium provided such Rules and Regulations and By-Laws are not in conflict with the provisions of this Declaration of Condominium. Such By-Laws, Rules and Regulations shall be applicable to the Common Elements and the Residence Units as though set forth herein at length.

ARTICLE III COUNCIL OF CO-OWNERS

Section 3.1 Authority to Manage. The affairs of the Condominium and Condominium Regime shall be administered by the 3525 Condominiums Council of Co-Owners, a Texas non-profit corporation. The Council shall have all rights, powers and duties of the "Council of Co- Owners", as that term is used in the Texas Condominium Act. The Council shall have the right, power and obligation to provide for the maintenance, repair, replacement, administration and operation of the Condominium and Condominium Regime as provided herein, in the By-Laws and in the Rules and Regulations. The business and affairs of the Council shall be managed by its Board of Directors.

Until the election of the first Board (as provided for herein- below) the initial Board of Directors shall consist of three (3) persons designated as initial Directors in the Articles of Incorporation of the Council, none of whom need be members of the Council. If a vacancy occurs in the initial Board prior to the first election by the Council, such vacancy shall be filled by a person designated and appointed by the Developer who need not be a member of the Council. The Board may engage an entity, whether or not affiliated with the Developer, as the manager of the Condominium; provided, however, any agreement for professional management of the Condominium, or any other contract providing for service by the Developer, shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and shall be for a term not to exceed three (3) years. Such contract shall provide for payment to the manager of a management fee no higher than the fees usually paid to managers of similar high-rise residential buildings (whether rental or condominium) in Dallas, Texas. After the election of the first Board, and upon the expiration or earlier termination of any such contract, the Board may delegate any of its duties, powers or functions to a manager selected by the Board. The members of the Board shall not be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated. Such delegation shall be by written instrument executed by a majority of the members of the Board.

Section 3.2 Membership in the Council. Each Owner (and only an Owner) shall be a member of the Council so long as he shall be an Owner and such membership shall automatically terminate when he ceases to be an Owner. Upon the transfer of ownership or a Residence Unit, the new Owner succeeding to such ownership shall likewise succeed to membership in the Council.

Section 3.3 Voting of Members. Except as provided below for voting by the Developer, there shall be one (1) vote in the affairs and management of the Council for each Residence Unit; provided, however, Penthouse Unit 22A and Penthouse Unit 22B shall each have two (2) votes. In the event that ownership interests in a Residence Unit are owned by more than one Member of the Council, the Members

who own a fractional interest in such Residence Unit aggregating more than 50% of the whole ownership thereof shall appoint one Member who shall be entitled to vote the vote of that Residence Unit at any meeting of the Council. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board or upon the death or judicially declared incompetence of any one of the Members. In the event that a Residence Unit is owned by more than one Member and no single Member is designated to vote on behalf of the Members having an ownership interest in such Residence Unit, then none of such Members shall be allowed to vote. All Members of the Council may be present at any meeting of the Council and may act at such meetings either in person or by proxy.

The Developer shall be entitled to three (3) votes in the affairs and administration of the Council for each Residence Unit owned by it until such time as the number of V owned by the Owners other than the Developer is equal to or exceeds the number of votes to which the Developer is entitled under this Section, whereupon the Developer shall be entitled to one (1) vote for each Residence Unit owned by the Developer.

Section 3.4 Meetings of the Council.

(a) The first meeting of the Members of the Council shall be held when called by the initial Board upon ten (10) days written notice to the Members. Such written notice may be given at any time but must be given not later than thirty (30) days after at least fifty percent (50%) of all the Residence Units have been sold by the Developer, a deed therefor recorded and the purchase price paid.

(b) Thereafter, an annual meeting of the Council shall be held in the Building or at such other place as may be designated by the Board at 8:00 o'clock p.m. on the third Tuesday in January of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday). At the discretion of the Board, the annual meeting of the Council may be held at such reasonable time (not more than sixty (60) days prior to or subsequent to the aforesaid date) as may be designated by written notice of the Board delivered to the Members not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting.

(c) At the annual meeting, the Board shall present a certified audit of the Common Expense Fund, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Owner and the estimated Common Expense Charges for the coming calendar year. Within thirty (30) days after the annual meeting, the statements and estimates presented at the annual meeting by the Board shall be delivered to all Owners.

(d) Special meetings of the Council may be called by the President or any Vice-President at any time or may be called upon petition to the President by Members having ten percent (10%) of the votes in the Council or by a majority of the Board of

Directors. Written or printed notice stating the place, day and hour of such special meeting and the purpose or purposes for which the meeting is called shall be delivered to each Member not less than three (3) nor more than twenty-one (21) days before the date of such meeting.

(e) For the purpose of determining the Members entitled to notice of a meeting and to vote at any meeting, the membership of the Council shall be determined at the close of business on the twenty-fifth (25th) day preceding such meeting.

Section 3.5 Board of Directors. The first elected Board of Directors shall consist of five (5) persons who are Members of the Council, spouses of Members, or in the event that a Residence Unit is owned by a corporation or other entity," an officer, director, partner fiduciary or beneficiary of such entity which owns the Residence Unit; provided, however, Directors elected by the Developer need not be Members of the Council and need not reside in a Residence Unit. The Directors shall be elected by the Members at the first meeting of the Council and at each annual meeting thereafter. At the initial meeting of the Council, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. Thereafter, at the annual meeting of the Council, the Members shall elect either three (3) or two (2) Directors, as the case may be, each to serve for a term of two years, in order to fill the positions of the Directors whose terms have expired at the time of the annual meeting. The candidates receiving the highest number of votes up to the number of Directors of the Board to be elected shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of Directors. The presence of a majority of Directors at a meeting of Directors shall constitute a quorum for the transaction of business. The action of a majority of Directors present at a meeting at which there is a quorum shall be the act of the Board. The annual meeting of the Board shall be held each year immediately following the annual meeting of the Council, at the place of such annual meeting, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors shall determine. Special meetings of Board of Directors shall be held at any time upon the call of the President or upon call by two (2) Directors. Notice of such special meeting shall be in writing.

The Members of the Board (other than Members of the first elected Board) shall serve for a term of two (2) years commencing at the time of their election until their death, resignation, removal or until they are no longer Members of the Council, whichever is earlier. Any member of the Board may be removed from membership on the Board, with or without cause, by the affirmative vote of two-thirds of the votes represented at a meeting of the Council called to consider such action.

Section 3.6 Actions without Meetings. Any action required by this Declaration or by law to be taken at a meeting of the Council or at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof or signed by all of the members of the Board, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

Section 3.7 Officers. The Officers of the Council shall be elected by the Board of Directors and shall consist of a President, a Vice-President, a Secretary and a Treasurer and such other Vice- Presidents, Assistant Secretaries, and Assistant Treasurers as may be convenient or necessary in the judgment of the Board for the administration and operation of the Condominium. The Officers shall be elected from among the members of the Board of Directors.

Section 3.8 Administration of the Condominium. The Council, acting through its Board of Directors, its Officers or other duly authorized management representatives, shall manage the business and affairs of the Condominium and shall, without limitation, have the powers of collection and enforcement set forth herein; for the benefit of all of the Owners in the Condominium shall provide, perform, cause to be performed, maintained, acquired, contracted and paid for out of the Common Expense Fund, the following:

- (a) Utility services used in or for the Common Elements and, if not separately metered or charged, utility services used in or for the Residence Units. Telephone service and any utility services separately metered or charged shall be paid for by the Owner of the Residence Unit served by such utility services.
- (b) The insurance required by Section 5.1 hereof and such other policies of casualty, liability and/or other insurance covering persons, property and risks as are in the best interest of the Condominium.
- (c) The services of a manager and such other persons as the Board shall from time to time determine are necessary or proper to the daily management, operation and maintenance of the Condominium.
- (d) All supplies, tools and equipment reasonably required for use in the management, operation, maintenance, cleaning and enjoyment of the Condominium.
- (e) The cleaning, maintenance, repairing, reconstruction and replacement of the Common Elements as the Board shall determine is necessary.
- (f) The services of gardeners, parking attendants, doormen, security guards, valets and such other persons to the extent necessary for the operation of the Condominium in the manner desired by the Members of the Council.
- (g) The removal of all trash, garbage and rubbish from the central garbage receptacle or receptacles of the Buildings; including the employment of the services of a garbage collection company or agency, public or private.

(h) Costs of bookkeeping of the accounts of the Council and the annual audit provided for herein; legal and accounting services and fees of the Council; premiums of fidelity bonds; taxes or assessments of whatever type assessed or imposed against any of the Common Elements.

The Board shall not, without the prior authorization of the Council at a meeting of the Council, contract for or pay for out of the Common Expense Fund anyone (1) item of capital addition or improvement (other than replacement of existing -Common Elements) at a cost in excess of Five Thousand and No/100 Dollars (\$5,000.00). Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit or convenience of any Owner or Owners or any occupant or occupants of any Residence Unit other than services customarily rendered to all Owners and occupants of Residence Units. The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the administration of the Condominium, payment for which is to be made from the Common Expense Fund.

The use of certain premises on the ground floor and mezzanine has not been designated on Exhibit "C" attached hereto and made a part hereof. Such premises may be used for such purposes as the Board may from time to time deem appropriate. Notwithstanding anything contained herein to the contrary, the Board may enter into and renew lease agreements for the use of such premises on such terms and conditions as the Board may deem appropriate, and all rental and other income received therefrom shall be deposited in the Common Expense Fund for use in the administration and operation of the Condominium.

Section 3.9 Accounting and Audit. The Board of Directors shall keep or cause to be kept detailed books of account of the receipts and expenditures affecting the Condominium and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Condominium or the Council. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Council by all Owners and Mortgagees at convenient hours on working days and the Board of Directors shall cause to be established and announced for general knowledge the days and hours within which such books shall be available for inspection. All such books and records shall be kept in accordance with accepted accounting procedures, consistently applied, and shall be audited at least once a year by an outside auditor pursuant to the terms and provisions of the By-Laws or the Council. The fiscal year of the Council shall be the calendar year unless another period is established by an amendment of the By-Laws.

Section 3.10 Right of Entry. The Council, or its duly authorized representatives, shall have the right and authority to enter any Residence Unit for the purposes of:

(a) Making repairs therein.

- (b) Performing necessary maintenance or repairs to the Common Elements, for which the Council is responsible.
- (c) Abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Residence Unit.
- (d) Protecting the property rights and welfare of other Owners.
- (e) Enforcing the provisions of this Declaration of Condominium, the By-Laws or the Rules and Regulations promulgated thereunder. Except in the event of an emergency, such right of entry shall be exercised only in the presence of the Owner or other occupant of the Residence Unit which is entered. In all events, such right of entry shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use or enjoyment of the Residence Unit by the Owner or occupant thereof and shall, whenever possible, be preceded by reasonable notice to the Owner or occupant thereof. In the event that any damage is caused to the property of the Owner in connection with the exercise of any such right of entry such damage shall be repaired at the expense of the Council and the Board is authorized to expend Common Expense Funds therefor.

Section 3.11 Notices. Any notice permitted or required to be given to a member of the Board or to an Owner may be delivered personally, by mail or by placing such notice in the mail distribution facilities of each Owner if such facilities are present in the Buildings. If delivery is made by mail, it shall be deemed to have been delivered seventy-two {72} hours after deposit in the U. S. Mail, postage prepaid, addressed to an Owner at his Residence Unit or to such other address as the Owner may have given in writing to the Secretary of the Council for the purpose of service of notices. Any address for purposes of notice may be changed from time to time by notice in writing to the Secretary.

ARTICLE IV COMMON EXPENSE FUND; ASSESSMENTS; COLLECTION

Section 4.1 Common Expense Charges. All Owners (including the Developer) are bound to contribute, in proportion to their Percentage Ownership Interests to the Common Expense Fund as a Common Expense Charge the expenses of administration of the Condominium Regime and the administration, maintenance and repairs of the Common Elements and other expenses provided by the terms hereof to be paid by the Council or those expenses agreed upon to be assumed by the Council pursuant to this Declaration, its By-Laws and Rules and Regulations. No Owner shall be exempt from the obligation to make such contribution to the Common Expense Fund by waiver of the use or enjoyment of the Common Elements either general or limited, or by abandonment of the Residence Unit belonging to him or under any other circumstances.

Section 4.2 Budgets, Establishment of Common Expense Charge and Special Assessments. Until the commencement of the first full fiscal year after the first meeting of the Council is held, the Developer

shall have the right and obligation to establish the annual budgets for each fiscal year projecting all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Regime, including a reasonable allowance for contingencies and reserves for repairs to or maintenance or replacement of Common Elements.

Commencing with the first full fiscal year after the first meeting of the Council is held, the Board of Directors of the Council shall establish an annual budget in advance for each calendar year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves for repairs to or maintenance or replacement of Common Elements. Such allowance for such contingencies and reserves shall be payable in regular installments rather than by Special Assessment. The Common Expense Charge for such year shall be established by the adoption of such annual budget by the Board of Directors. Copies of each such budget shall be delivered to each Owner by such reasonable means as the Board of Directors may provide. In the event that the Board of Directors at any time determines that the Common Expense Charges so levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium for such fiscal year or in the event of casualty losses, condemnation losses or other events (including non-payment of Common Expense Charges by some Owners) which require additional funds be supplied for preservation and operation of the Condominium, the Board of Directors shall have the authority at any time or from time to time to levy such Special Assessment as it shall deem necessary for that purpose. Such Special Assessment shall not be levied, however, without the prior approval of Owners having at least a majority of the votes in the Council, unless a greater number of votes is required by law.

The failure or delay of the Board to prepare any annual budget or to deliver copies of such budgets to each Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay Common Expense Charges whenever the same shall be determined, and in the event of any delay or failure to establish any annual budget each Owner shall continue to pay the Common Expense Charge, monthly, at the rate established for the previous period until a new annual budget is established.

Section 4.3 Payment of Common Expense Charges and Special Assessments.

Common Expense Charges shall be due and payable monthly in advance. Special Assessments shall be payable on or before ten (10) days after Owners are invoiced therefor. Payment of Common Expense Charges and Special Assessments shall be in default if such Common Expense Charges or Special Assessments, or any part thereof, are not paid to the Council on or before the due date for such payment. Common Expense Charges and Special Assessments in default shall bear interest at a rate of ten percent (10%) per annum from the date of delinquency until paid. Each Owner (whether one or more persons) shall be personally liable for the payment of all Common Expense

Charges and Special Assessments which may be levied against such Owner and his Residence Unit pursuant to the provisions hereof.

Section 4.4 Enforcement. In order to secure the payment of the Common Expense Charges and Special Assessments levied hereunder, a vendor's lien to the extent permitted by law shall be and is hereby reserved in and to each Residence Unit and assigned to the Council, without recourse, which lien shall be enforceable through appropriate judicial proceedings by the Council or any Owner on behalf of the Council. Said lien shall be deemed subordinate and inferior to the lien or liens of any Mortgagee which may have hereto or may hereafter lend money in good faith for the purchase or improvement of any Residence Unit. The collection of such Common Expense Charges and/or Special Assessments may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment or collected out of the sale proceeds of such Residence Unit in accordance with the provisions of Section 18 of the Texas Condominium Act, and in any such event the expenses incurred in collecting such delinquent assessment, including interest, costs, and attorney's fees, shall be chargeable to and a personal obligation of such defaulting Owner. A notice of unpaid Common Expense Charges and/or Special Assessments may be recorded in the Condominium Records of Dallas County, Texas. Any Mortgagee who obtains title to a Residence Unit pursuant to the remedies provided in a Mortgage or foreclosure of a Mortgage shall not be liable for such Residence Unit's unpaid Common Expense Charges and/or Special Assessments which have been accrued prior to the date that the Mortgagee acquires title to such Residence Unit. An Owner in default in the payment of the Common Expense Charge or any Special Assessment shall not be entitled to vote at any meeting of the Council so long as such default exists.

Section 4.5 Common Expense Fund. The Common Expense Charges collected shall be paid into the Common Expense Fund to be held and used for the benefit, directly or indirectly, of the Condominium; and such Common Expense Fund may be expended by the Board for the purposes set forth herein including, without limitation, providing for the enforcement of the provisions of this instrument, the By-Laws of the Council and Rules and Regulations promulgated hereunder; for the maintenance, operation, repair, benefit and welfare of the Common Elements, and generally for doing those things necessary or desirable in the opinion of the Board to maintain or improve the Condominium. The use of the Common Expense Fund for any of these purposes, except as provided herein, is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

ARTICLE V INSURANCE

Section 5.1 General Provisions. The Board of Directors of the Council shall have authority to and shall obtain insurance for the Condominium as follows:

- (a) Insurance on the Buildings, including the Residence Units and the Common Elements, against loss or damage by fire and loss or damage by all risks now or hereafter embraced by standard extended coverage policies in use of the State of Texas (with vandalism and malicious mischief endorsements and with appropriate endorsement to cover the unfinished interior walls of the Residence Units), in amounts sufficient to prevent the Council or the Owners from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than the full insurable replacement cost thereof. The "full insurable replacement cost" of the Buildings, including the Residence Units and the Common Elements, shall be determined from time to time, but not less often than once in a twelve-month period, by the Board and the Board shall have the "authority to obtain and pay for an appraisal by a person or organization selected by the Board in making such determination. The cost of any and all such appraisals shall be borne by the Common Expense Fund.
- (b) Insurance on the Buildings against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Buildings, without co-insurance clause, so long as available, and insurance against damage to boilers, machinery, air conditioning and other equipment, each in such amount as the Board may deem desirable.
- (c) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Elements or upon, in or about the private driveways, roadways, walkways, and passageways, on or adjoining the Condominium (including without limitation, garage keepers legal and extra legal liability insurance), which public liability and property damage insurance shall afford protection to such limits as the Board shall deem desirable. Such liability and property damage insurance policy shall contain a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not prejudice his, her or their action or actions against another named insured.
- (d) Such workman's compensation insurance as may be necessary to comply with applicable laws.
- (e) Employer's liability insurance in such amount as the Board may deem desirable.
- (f) Fidelity bonds indemnifying the Council, the Board and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Council or of any other person

handling the funds of the Council (including volunteers, with an appropriate endorsement if required) in an amount equal to one and one-half times the estimated annual expenses and reserves of the Council, or such greater amount as the Board may deem desirable.

(g) Such other insurance in such reasonable amounts as the Board shall deem desirable.

The premiums for all insurance acquired on behalf of the Council or the Owners pursuant to the provisions hereof shall be borne by the Common Expense Fund.

All insurance provided for in this Section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas. All policies of insurance of the character described in Subsections (a), (b), and (c) of this Section 5.1 shall name as insureds the Developer, the Council and each Owner in the Percentage Ownership Interest established in Exhibit "D" to this Declaration; shall contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Residence Unit, if any, as their respective interests may appear; shall be without contribution with regard to any other such policies of insurance carried individually by any Owner, whether such other insurance covers the Residence Unit owned by such Owner and/or the additions and improvements made by such Owner to his respective unit; shall provide that such policy shall not be terminated for non-payment of premiums or for any other cause without at least thirty (30) days prior written notice to the Council and at least ten (10) days prior written notice to the Mortgagee of each Residence Unit. If possible, the insurance carriers or agents shall allocate that portion of the total insurance premium attributable to each Residence Unit. In addition, if possible, all policies of insurance of the character described in Subsection (a) of this Section 5.1 shall contain an endorsement extending coverage to include the payment of Common Expense Charges with respect to Residence Units damaged during the period of reconstruction thereof.

All insurance provided for in this Section shall provide that adjustment of loss shall be made by the Board and that the net proceeds therefrom shall be payable to the Council, held in a separate account and distributed to the Council, the Owners and their Mortgagees, as their respective interests may appear; provided, however, whenever repair or rebuilding of the Condominium shall be required as provided in Section 6.1 of this Declaration, the net insurance proceeds received by the Council as a result of any such loss shall be deposited in a bank as provided in Section 6.2 of this Declaration for application to such repair or rebuilding.

Each Owner shall be deemed to appoint the Board as his true and lawful attorney-in-fact to act in connection with all matters concerning the procurement and maintenance of all insurance provided for in this Section. Without limiting the generality of the foregoing, the Board as said attorney shall have full power and authority to procure and maintain such insurance, to collect and remit the premiums therefor,

to collect proceeds and, subject as aforesaid, to distribute the same to the Council, the Owners and their Mortgagees, as their respective interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of each Owner as shall be necessary or convenient to the accomplishment of the foregoing, and any insurer may deal exclusively with the Board in regard to such matters. The Board shall not be responsible for the procurement or maintenance of any insurance covering the interior or the contents of any Residence Unit, or covering the liability of any Owner for occurrences therein not caused by or connected with the Council's operation, maintenance or use of the Condominium.

Section 5.2 Individual Insurance. Each Owner may procure and maintain, at his own cost and expense, insurance covering the interior and contents of his Residence Unit including, but not limited to, any finishing materials applied or affixed to the interior surfaces of perimeter walls, interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor coverings, and carpets), fixtures, installations, additions, furniture, furnishings, and all appliances located therein (whether or not "built in"). All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Council for the benefit of all of the Owners as above provided.

In addition to the master policies which the Council shall carry, each Owner, at his sole cost and expense, shall carry personal liability insurance covering damage to property or injury to the person of others within the Condominium resulting from negligence of the Owner or his agents, tenants, guests or invitees, in an amount of One Hundred Thousand Dollars (\$100,000.00) for each occurrence or such other amount as the Board from time to time may determine. Each Owner shall deliver to the Board a certificate evidencing such insurance in the amount specified with an effective date not later than thirty (30) days after the effective date of this provision, or the date said Owner takes title to his Residence Unit, which certificate will further state that the said policy shall not be cancelled or reduced without ten (10) days prior written notice to the Council.

ARTICLE VI FIRE OR CASUALTY: REBUILDING

Section 6.1 Determination of Loss. In the event of a fire or other casualty causing damage or destruction to the Buildings, the Board shall determine whether such loss comprises the whole or more than two-thirds of the Buildings. Unless otherwise provided by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds of the cost of reconstructing the Buildings as they existed prior to such fire or other casualty. In the event of fire or other casualty which does not comprise more than two-thirds of the Buildings, unless otherwise unanimously agreed to by the Owners, the Buildings shall be repaired and reconstructed substantially in accordance with the original Plans and Specifications for the Buildings, in accordance with the provisions hereof. In the event that fire or other casualty comprises the whole or more

than two-thirds of the Buildings, unless otherwise unanimously agreed by the Owners, all proceeds of insurance policies carried by the Council and all accrued and collected Common Expense Charges shall be delivered to the Owners and their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interest of each Owner, and the Condominium Regime established by this Declaration of Condominium shall terminate. Upon such termination, the Residence Units and Common Elements shall be deemed to be regrouped and merged into a single filial estate owned in undivided interest by all Owners as tenants-in-common in the Percentage Ownership Interest previously owned by each Owner in the Common Elements.

Section 6.2 Rebuilding. In the event that it is determined that the Buildings shall be repaired and reconstructed, then the net proceeds of insurance policies with respect to such fire or casualty, carried by the Council, shall be deposited in a bank selected by the Board, as Trustee, insured by the Federal Deposit Insurance Corporation (or its successors) and located in Dallas County, Texas, to be held in trust for the benefit of the Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract to repair or rebuild the damaged portions of all Residence Units, Buildings, and Common Elements in accordance with the original Plans and Specifications therefor and the funds held in trust in such bank shall be used for this purpose and disbursed by the Board in accordance with the terms of the contract of repair and rebuilding.

In the event that such insurance proceeds are insufficient to provide for such repair, restoration or rebuilding, the building costs in excess of such insurance proceeds shall be assessed against all of the Owners, in proportion to the Percentage Ownership Interest of each Owner, as set forth in this Declaration. Such Special Assessments shall not require the consent of the Members of the Council notwithstanding the provisions of Section 4.2 hereof. If any Owner shall fail to pay such Special Assessments when due, the Board may make up the deficiency by payment from the Common Expense Fund, which payment shall in no way release the Owner who has failed to make payment of such Special Assessment from liability therefor. Such assessments shall be enforceable as provided for other Special Assessments herein. The provisions of this Section may be changed only by unanimous resolution of the Owners, adopted subsequent to the date on which fire or casualty loss occurs.

Section 6.3 Repair of Residence Units. Each Owner shall be responsible for the reconstruction, repair and replacement of that portion of the interior and contents of his Residence Unit for which such Owner is required to procure and maintain insurance pursuant to Section 5.2 regardless of the existence or adequacy of such insurance.

Section 6.4 Indemnity of Council. Each Owner shall be responsible for the costs not otherwise covered by insurance carried by the Council caused by his negligence or misuse or by the negligence or misuse of his immediate family, and his agents or employees in the course of their duties, and shall, to the extent not covered by insurance collected by the Council, indemnify the Council and all Owners against any such costs of reconstruction, repair and replacement of any portion of the Buildings.

ARTICLE VII EMINENT DOMAIN

Section 7.1 General Provisions. If all or any part of the Condominium is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary) the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceeding to all Owners and to all Mortgagees known to the Board to have an interest in any Residence Unit. The expense of participation in such proceedings by the Board shall be borne by the Common Expense Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as Trustee, and such damages or awards shall be applied or paid as provided herein.

Section 7.2 Taking of Common Elements. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Residence Unit), the Board, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements only, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Owner in proportion to his Percentage Ownership Interest in the Common Elements. The Board may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Exhibits attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners.

Section 7.3 Taking of Residence Units. In the event that such eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds of the total number of Residence Units, then the damages and awards for such taking shall be determined for each Residence Unit and the following shall apply:

(a) The Board shall determine which of the Residence Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium and the reduced size of each Residence Unit so damaged.

(b) The Board shall determine whether it is reasonably practicable to operate the remaining Residence Units of the Condominium including those damaged Residence Units which may be made tenantable as a Condominium in the manner provided in this Declaration.

(c) In the event that the Board determines that it is not reasonably practicable to operate the undamaged Residence Units and the damaged Residence. Units which can be made tenantable as a Condominium, then the Condominium shall be deemed to be regrouped and merged into a single filial estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the Percentage Ownership Interest previously owned by each Owner in the Common Elements.

(d) In the event that the Board determines that it will be reasonably practicable to operate the undamaged Residence Units and the damaged Residence Units which can be made tenantable as a Condominium, then the damages and awards made with respect to each Residence Unit which has been determined to be capable of being made tenantable shall be applied to repair and reconstruct such Residence Unit so that it is made tenantable: If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Residence Units which are being repaired or reconstructed so as to be made tenantable. With respect to those Residence Units which may not be made tenantable, the award made with respect to such Residence Units shall be paid to the accounts of the Owners of such Residence Units, and the remaining portion of such Residence Units, if any, shall become a part of the Common Elements and repair and use of such Residence Units shall be determined by the Board. Upon the payment of such award for the account of such Owner as provided herein, such Residence Unit shall no longer be a part of the Condominium and the Percentage Ownership Interest in the Common Elements appurtenant to each remaining Residence Unit which shall continue as part of the Condominium shall be equitably adjusted to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners and this Declaration and the Exhibits attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners.

If the entire Condominium is taken, or two-thirds or more of the Residence Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Residence Units, as provided herein, in proportion to their Percentage Ownership Interest in the Common Elements and this Condominium Regime shall terminate upon such payment. Upon such termination, the Residence Units and Common Elements shall be deemed to be regrouped and merged into a single filial estate owned in undivided interest by all Owners as tenants-in-common in the Percentage Ownership Interest previously owned by each Owner in the Common Elements.

Section 7.4 Payment of Awards and Damages. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as Trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Residence Unit; secondly, to amounts due under duly recorded Mortgages in order of their priority; thirdly, to the payment of any Common Expense Charges or Special Assessments charged to or made against the Residence Unit and unpaid; and finally to the Owner of such Residence Unit.

ARTICLE VIII TRANSFER OF UNIT; RIGHT OF FIRST REFUSAL

Section 8.1 Right of First Refusal. Except as provided below, should the Owner of any Residence Unit be desirous of leasing or selling such Residence Unit, the Council is hereby given and granted the right of first refusal to lease or purchase such Residence Unit, as the case may be, on the terms and conditions herein stated, and no Owner of a Residence Unit shall lease or sell the same to any party without first giving the Council notice in writing of such proposed lease or sale as herein provided and giving the Council the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said Residence Unit on the same terms and conditions as those contained in any bona fide offer which the Owner of such Residence Unit may have received for the lease or purchase of his Residence Unit. Any leasing or sale of a Residence Unit without compliance with the terms hereof shall be void and of no force or effect and shall confer no title or interest in a Residence Unit to the purported purchaser or lessee.

Section 8.2 Notice and Exercise of Right of First Refusal. Whenever the Owner of any Residence Unit has received a bona fide offer to lease or purchase his Residence Unit and is desirous of accepting such bona fide offer, the Owner of such Residence Unit shall give the Board written notice of his desire to accept such offer for the lease or purchase of his Residence Unit, stating the name, address, business, occupation or employment of the offeror, and enclosing an executed copy of a bona fide offer for said lease or purchase. If the Council desires to exercise its option to lease or purchase said Residence Unit on the same terms and conditions as are contained in said offer, then the Board shall notify the Owner of said Residence Unit desiring to lease or sell the same of the exercise of its option, such notice to be in writing and delivered by registered or certified mail to said Owner within fourteen (14) days from the date of receipt by the Board of the Owner's notice to said Board as hereinabove required, or written notice may be personally delivered to said Owner within said period. If the Board has elected to lease or purchase said Residence Unit, then, within a reasonable time after the giving of notice to the Owner of such Residence Unit of its election to lease or purchase said Unit, the Board shall execute a lease or

contract to purchase, and shall consummate such contract to purchase all on the same terms and conditions as those contained in the said bona fide offer. When any Owner of a Residence Unit has notified the Council as above provided of his desire to lease or sell his Residence Unit, such Owner shall be free to consummate such lease or sale of his Residence Unit unless, within fourteen (14) days after receipt of Owner's notice by the Board, the Board has notified said Owner of its intention to exercise its right of first refusal as set out herein. In the event that the Council elects not to exercise its right of first refusal, the Owner of said Residence Unit shall be free to lease or sell said Residence Unit only to the party and only upon the terms described in the required notice. In the event that the proposed transaction with regard to which the Board has declined to exercise its right of first refusal is not consummated within forty-five (45) days of the date of the giving of the required notice, the Owner of each Residence Unit must again give notice to the Council and the Council shall again have a right of first refusal as herein provided. The right of first refusal to lease or purchase herein set forth shall be a continuing right and the non-exercise of the right in any instance shall not be deemed a waiver thereof in any other instance or against any other Owner or lessee.

Section 8.3 Purchase by Nominee of Council. If the Council shall so elect, it may cause its right of first refusal to lease or purchase any Residence Unit to be exercised in its name for itself or for a party approved by the Board, or the Board may elect to cause said Residence Unit to be leased or purchased directly in the name of the party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase in the same manner as would the Board upon its exercise of said right of first refusal to lease or purchase the said Residence Unit.

Section 8.4 Terms of Lease. Notwithstanding that the Board may have declined to exercise its right of first refusal with respect to any leasing of any Residence Unit, no Residence Unit shall be leased unless the terms and provisions of such lease specifically provide that such Residence Unit may not be sublet to or be occupied by persons other than those named in the required notice provided for hereinabove without the prior written approval of the Board being first had and obtained, and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of Residence Units and the Common Elements set forth in this Declaration, the By-Laws, Rules and Regulations promulgated hereunder and the laws of the State of Texas now or hereafter established governing the use of such Residence Units and the Common Elements. Should any lessee or occupant not comply with such lease provision, then the Board shall be given the right to cancel and terminate such lease, without any obligation or liability imposed upon the Board or Council, and for such purpose, the Board shall be regarded as the Owner's agent fully authorized to take such steps as may necessary to affect the cancellation and termination of such lease.

Section 8.5 Exceptions to Right of First Refusal. The right of first refusal herein granted to the Council shall not apply to or be operative with respect to (i) transfers of ownership of any Residence Unit by one spouse to or for the benefit of the other spouse and/or member of the Owner's immediate family (which term includes descendants, parents, and siblings of the Owner and the spouses thereof); (ii) by one Owner to another Owner; (iii) in the event of transfers provided for in Section 8.3 hereof; (iv) any Mortgagee who obtains title to a Residence Unit pursuant to the remedies provided in a Mortgage, or foreclosure of a Mortgage, or deed (or assignment) in lieu of foreclosure; (v) the sale or leasing of a Residence Unit by the Council after the Council has acquired such Residence Unit or a leasehold estate therein pursuant to the terms of this Article; or (vi) to any conveyance made by the Owner of a Residence Unit to a bona fide Mortgagee in lieu of such foreclosure, provided that the title of a purchaser from such Mortgagee or purchaser obtained at any foreclosure, or judicial sale shall thereafter be subject to the terms and provisions of this Article with respect to any further lease or sale of any such Residence Unit; and (vii) notwithstanding any provision hereof to the contrary, the right of first refusal granted to the Council herein shall not be applicable for the lease, sublease or sale of any Residence Unit to or by the Developer.

Section 8.6 Application of Proceeds of Sale. Upon the sale or conveyance of a Residence Unit by an Owner other than the Developer, the proceeds of such sale or conveyance shall be applied as follows:

- (a) First to assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on the Residence Unit;
- (b) Secondly, to amounts "due under duly recorded Mortgages in order of their priority;
- (c) Thirdly, to the payment of all unpaid Common Expense Charges and/or Special Assessments against the Residence Unit and the Owner thereof; and
- (d) Fourthly, to the Owner of such Residence Unit.

If such unpaid Common Expense Charges and/or Special Assessments are not paid or collected at the time of sale or conveyance of a Residence Unit, the grantee of such sale or conveyance shall be jointly and severally liable with the selling Owner for all unpaid Common Expense Charges and/or Special Assessments against the Residence Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Owner the amounts paid by the grantee therefor.

Section 8.7 Perpetuity Savings Clause. Unless sooner terminated by the termination of this Declaration of Condominium, the terms and provisions of Sections 8.1 through 8.5 hereof, inclusive, shall remain in effect for the period of the lives of the now living issue of James H. Coker and Thomas L. James, both of Dallas County, Texas, whichever of said issue shall live longer, plus twenty-one (21) years; from and after the date of execution of this Declaration or Condominium.

ARTICLE IX
AMENDMENT OF DECLARATION, BY-LAWS
AND RULES AND REGULATIONS

Section 9.1 Amendment of Declaration. Except as otherwise provided by law, the provisions of this Declaration may be amended only by an instrument in writing signed and acknowledged by Members (including the Developer) having not less than seventy-five percent (75%) of the votes in the Council entitled to vote on such amendment; provided, however, the Condominium Regime established hereby for the Condominium shall not be vacated, waived, revoked, abandoned or terminated, nor shall the Percentage Ownership Interest assigned to nor the dimensions of any Residence Unit be changed, nor shall the Common Elements be abandoned, partitioned, subdivided, encumbered, sold or transferred, unless seventy-five percent (75%) of the Owners (other than the Developer) of or the first Mortgagees (based upon one vote for each first Mortgage) of all Mortgages covering Residence Units agree to such vacation, waiver, revocation, abandonment, termination, partition, subdivision, encumbrance, sale or transfer by an instrument in writing signed and acknowledged by such Owners or such Mortgagees. Any such instrument shall be duly recorded in the Condominium Records of Dallas County, Texas. Notwithstanding the generality of the foregoing, the Developer may amend this Declaration in order to: (i) correct surveyor or other errors made herein prior to the first annual meeting of the Council; (ii) change the Percentage Ownership Interest assigned to and the dimensions of Residence Units owned by the Developer so long as such changes do not affect the Percentage Ownership Interest assigned to other Residence Units in the Condominium not owned by the Developer; and (iii) conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any similar duly constituted governmental authority with respect to condominium documentation, each by an instrument in writing signed by the Developer only, acknowledged, and duly recorded in the Condominium Records of Dallas County, Texas.

Section 9.2 Amendment of By-Laws. The By-Laws of the Council, adopted pursuant to the provisions of this Declaration, may be amended from time to time by the affirmative vote of the members having sixty percent (60%) of the number of votes entitled to act on such matter at a meeting of the Council as provided herein.

ARTICLE X
MISCELLANEOUS

Section 10.1 Estoppel Certificate. Any Mortgagee or any prospective purchaser of a Residence Unit shall be entitled upon written request therefor to a statement from the Board setting forth the amount of any unpaid Common Expense Charges and/or Special Assessments not paid by the Owner of a Residence Unit in which such

prospective purchaser or Mortgagee has an interest. Any prospective purchaser shall not be liable for nor shall the Residence Unit conveyed be subject to the lien provided for in this Declaration of Condominium for any unpaid Common Expense Charges and/or Special Assessments made by the Board against the particular Residence Unit involved in excess of the amount set forth in such statement. Any such purchaser shall, however, be liable for any Common Expense Charges and/or Special Assessments becoming due after the date of any such statement.

Section 10.2 No Partition. The Common Elements shall remain undivided and shall not be subject to an action for partition or division of the co-ownership thereof so long as suitable for a Condominium Regime, and, in any event, all Mortgages secured by an interest in the Common Elements must be paid in full prior to bringing any action for partition or the consent of all holders of such Mortgages must be obtained; provided, however, that if any Residence Unit shall be owned by two (2) or more Owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition of such Residence Unit as between such co-tenants.

Section 10.3 Mortgages.

(a) Any Owner who mortgages his interest in a Residence Unit shall, within ten (10) days after the execution of any Mortgage, give notice to the Council in writing of the name and address of his Mortgagee and the amount secured by the Mortgage, and the Council shall maintain such information in a book entitled "Mortgages of Residence Units". In addition such Owner shall notify the Council in the same manner as to the release or discharge of any Mortgage.

(b) The Council shall, at the request of any Mortgagee, report to such Mortgagee any unpaid Common Expense Charges and/or Special Assessments due from the Owner of such Residence Unit.

(c) The Council shall, at the request of any Mortgagee, notify such Mortgagee of any default by any Owner in the performance of such Owner's obligations hereunder which is not cured within sixty (60) days from the date of such default.

(d) The Council shall notify the Federal Home Loan Mortgage Corporation (in care of its servicing agent at the servicing agent's address furnished to the Council) of any loss to, or taking of, the Common Elements, if such loss or taking exceeds \$10,000.00, or if damage to a Residence Unit covered by a Mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation exceeds \$1,000.00.

Section 10.4 Enforcement. The Board or any Owner shall have the right to enforce, by any proceedings at law or in equity, all terms and provisions hereof. Failure by the Board or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter.

Section 10.5 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

Section 10.6 Ratification. 3525, Ltd. hereby ratifies and confirms the Declaration of Condominium, as amended and restated hereby.

IN WITNESS WHEREOF, 3525, Ltd. has caused this amendment and Restatement of the 3525 Condominiums Declaration of Condominium to be executed this 30th day of October, 1978.

3525, LTD., a Texas limited
partnership

By: Its general partner
Lexington Capital Group,
Inc., a Texas corporation

By: Kimball S. Watson
Vice President

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, a Notary Public, on this day personally appeared Kimball S. Watson, Vice President of Lexington Capital Group, Inc., a Texas corporation, general partner of 3525, Ltd., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of 3525, Ltd., a Texas limited partnership, and that he has executed the same as the act of said limited partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of October, 1978

Notary Public in and for
Dallas County, Texas

EXHIBIT "A" *
Description of Land by Metes and Bounds

EXHIBIT "B" *
Plot Plan - Plat Showing Location of the Building on the Land

EXHIBIT "C" *
Floorplans of Each Level of the Building

EXHIBIT "D"
Schedule of Percentage Ownership Interests

* Not reproduced due to the size of the documents. This information is available at the 3525 Condominiums Sales Office, 3525 Turtle Creek Boulevard, Dallas, Texas 75219.

EXHIBIT "D"
SCHEDULE OF PERCENTAGE OWNERSHIP INTERESTS

RESIDENCE UNIT NUMBER	PERCENTAGE OWNERSHIP INTEREST	RESIDENCE UNIT NUMBER	PERCENTAGE OWNERSHIP INTEREST	RESIDENCE UNIT NUMBER	PERCENTAGE OWNERSHIP INTEREST
2A	.0121599	9A	.0121599	16A	.0121599
2B	.0098078	9B	.0098078	16B	.0098078
2C	.0058097	9C	.0058097	16C	.0058097
2D	.0101535	9D	.0101535	16D	.0101535
2E	.0097055	9E	.0097055	16E	.0097055
3A	.0121599	10A	.0121599	17A	.0121599
3B	.0098078	10B	.0098078	17B	.0098078
3C	.0058097	10C	.0058097	17C	.0058097
3D	.0101535	10D	.0101535	17D	.0101535
3E	.0097055	10E	.0097055	17E	.0097055
4A	.0121599	11A	.0121599	18A	.0121599
4B	.0098078	11B	.0098078	18B	.0098078
4C	.0058097	11C	.0058097	18C	.0058097
4D	.0101535	11D	.0101535	18D	.0101535
4E	.0097055	11E	.0097055	18E	.0097055
5A	.0121599	12A	.0121599	19A	.0121599
5B	.0098078	12B	.0098078	19B	.0098078
5C	.0058097	12C	.0058097	19C	.0058097
5D	.0101535	12D	.0101535	19D	.0101535
5E	.0097055	12E	.0097055	19E	.0097055
6A	.0121599	13A	.0121599	20A	.0121599
6B	.0098078	13B	.0098078	20B	.0098078
6C	.0058097	13C	.0058097	20C	.0058097
6D	.0101535	13D	.0101535	20D	.0101535
6E	.0097055	13E	.0097055	20E	.0097055
7A	.0121599	14A	.0121599	21A	.0121599
7B	.0098078	14B	.0098078	21B	.0098078
7C	.0058097	14C	.0058097	21C	.0058097
7D	.0101535	14D	.0101535	21D	.0101535
7E	.0097055	14E	.0097055	21E	.0097055
8A	.0121599	15A	.0121599	22A	.0249480
8B	.0098078	15B	.0098078	22B	
8C	.0058097	15C	.0058097		
8D	.0101535	15D	.0101535		
8E	.0097055	15E	.0097055		

TOTAL PERCENTAGE OWNERSHIP INTEREST (ALL RESIDENCE UNITS): 1.0000000

PERCENTAGE OWNERSHIP INTERESTS ARE SHOWN AS THE
FRACTIONAL INTEREST OF THE WHOLE OF ONE (1.0000000>

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS THAT
COUNTY OF DALLAS)

Section 5.2. Individual Insurance. Each Owner may procure and maintain, at his own cost and expense insurance covering the interior and contents of his Residence Unit including but not limited to any

finishing materials applied or affixed to the interior surfaces of perimeter walls, interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor coverings, and carpets), fixtures, installations, additions, furniture, furnishings, and all appliances located therein (whether or not "built in"). All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Council for the benefit of all of the Owners as above provided

In addition to the master policies which the Council shall carry, each Owner, at his sole cost and expense, shall carry personal liability insurance covering damage to property or injury to the person of others within the Condominium resulting from negligence of the Owner or his agents, tenants, guests or invitees, in an amount of One Hundred Thousand Dollar (\$100,000.00) for each occurrence or such other amount as the Board from time to time may determine. Each Owner shall deliver to the Board a certificate evidencing such insurance in the amount specified with an effective date not later than thirty (30) days after the effective date of this provision, or the date said Owner takes title to his Residence Unit, which certificate will further state that the said policy shall not be cancelled or reduced without ten (10) days prior written notice to the Council

II.

The effective date of this amendment shall be the date on which it is filed in the Condominium Records of Dallas County, Texas.

<u>Council Members and Residence Unit Owner Name(s)</u>	<u>Residence Unit No.</u>	<u>Percentage</u>
Charles F. Smith	10A	.01210599
Howell Wynne	10C	.0058097
Villa D. Blakley	10E	.0097055
Theodore P. Beasley	11A, 11B	.0121599, .0098078
Anne Reed Roath, Trustee for Nancy Wynne	11C	.0058097
Gwen D. Sharp	11D	.0101535
Mrs. H. Freedman	11E	.0097055
Cora R. Wright	12A	.0121599
Josephine Herbert Chomat	12B, 12C	.0098078, .0058097
Alfred Wood	12E	.0097055
Lillian B. Clark	13A	.0121599
A. G. Hill	13B, 13C, 13D	.0098078, .0058097 & .0101535
Norman Alweis	13E	.0097055
DeLois Faulkner	14A, 14B, 14C 14D, 14E	.0135089, .0098078, .0058097, .0101535 & .0082398
Jeffrey Weiss	15A	.0121599
Lyda Hill	15B, 15C	.0098078, .0058097
Mrs. D. W. Forbes	15E	.0097055
Jno. Pew	16B, 16C	.0098078, .0058097
Virginia L. Nick Woodcrest	16D, 16E	.0101535, .0097055
Investment Inc.	17B	.0178771
VonTiesenhausen	17C	.0037595
M. L. Jenkins	17D	.0121989
DeLois Faulkner	17E	.0082398
Westport		
Investment Inc.	21E	.0121599
Jimmy Dean Meat Co.	18B	.0098078
E. E. Fogelson	18C	.0058097
W. Donald Sally	18D	.0101535
Mrs. John Wood Timmins	18E	.0097055
Don Ingram	19A	.0121599
D.F. Fair	19B	.0098078
DeLois Faulkner	19C	.0058097
William Osborne	19E	.0097055
Cecil H. Greene	20A	.0121599
Mrs. W. E. Butler	20B	.01037475
Franklin B. Bartholow, Executor of Meadows Estate	20D, 20E	.0121989, .0097055
Louise W. Kahn	21A	.0121599
Fred Jordon, M.D.	21B	.0098078
Sigmund Carl Mandell	21C	.0058097
Henry S. Miller, Jr. and Vance Miller	21D	.0101535
Westport		
Investment Inc.	21E	.0097055
Nancy Smith Chandler	Penthouse A	.0249480
E. E. Fogelson	Penthouse B	<u>.0224985</u>
	TOTAL PERCENTAGE	.8110321%

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of TEH 3525 CONDOMINIUMS COUNCIL OF CO-OWNERS, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the free act and deed of said The 3525 Condominiums Council of Co-Owners.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1982

[SEAL]

Notary Public in and for
Dallas County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared MRS. E. G. WADEL, Attorney-in-Fact for SARAH B. LEHMBERG, W. L. BLODGETT, OLGA WILLIFORD, MARY OLIVE GARDERE (MRS. GEORGE P.), JAY FREEMAN, LULA MAE SLAUGHTER, MRS. W. L. HALL, HOLLAND McCOMBS, O. W. P~SH, TRUST OFFICER (NEMO S. WYNNE TRUST), REPUBLIC BANK DALLAS N.A., RICHARD HOBSON, TRUST OFFICER (THOMAS J. MORONEY TRUST), E. G. WADEL, MRS. PRENTICE F. BROWN, BERTHA ANLSCHLAGER, TRUSTEE FOR BERGFELD TRACTS, BASIL GEORGES, J.G. (JAVIER GARZA), MRS. D. W. FORBES, CHRISTINA S. BRITTINGHAM, MRS. EARLE WYATT, WILLIAM OSBORNE, GRETA FLIPPEN ELLIS, CECIL H. GREENE, ROSE P. DISIMONE, CHARLES F. SMITH, HOWELL WYNNE, VILLA D. BLAKLEY, THEODORE P. BEASLEY, ANNE REED ROTH, TRUSTEE FOR NANCY WYNNE, GWEN D. SHARP, MRS. M. FREEDMAN, CORA R. WRIGHT, JOSEPHINE HERBERT CHOMAT, ALFRED WOOD, LILLIAN B. CLARK, A. G. HILL, NORMAN ALWEIS, DELOIS FAULKNER, JEFFREY WEISS, LYDA HILL, JNO. PEW, VIRGINIA L. NICK, WOODCREST INVESTMENT INC., VONTIESENHAUSEN, M. L. JENKINS, WESTPORT INVESTMENT INC., JIMMY DEAN MEAT CO., E. E. FOGELSON, W. DONALD SALLY, MRS. JOHN WOOD TIMMINS, DON INGRAM, D.F. FAIR, MRS. W. E. BUTLER, FRANKLIN B. BARTHOLOW, EXECUTOR OF MEADOWS ESTATE, LOUISE W. KAHN, FRED JORDON, M.D., SIGMUND CARL MANDELL, HENRY S. MILLER, JR., VANCE MILLER, and NANCY SMITH CHANDLER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the free act and deed of said above listed Unit Owners.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1982.

[SEAL]

Notary Public in and for
Dallas County, Texas

ARTICLES OF INCORPORATION
OF
THE 3525 CONDOMINIUM COUNCIL OF CO-OWNERS

We, the undersigned, natural persons of the age of twenty-one (21) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is:

THE 3525 CONDOMINIUM COUNCIL OF CO-OWNERS

ARTICLE II

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration shall be perpetual.

ARTICLE IV

The purpose or purposes for which the corporation is organized are:

(1) To provide for the administration, management, maintenance, preservation and control of the 3525 Condominiums, a Condominium project located in Dallas, Dallas County, Texas established pursuant to the Texas Condominium Act (Texas Revised Civil Statutes Article 1301a).

(2) To exercise and perform all of the obligations and duties of the "Council of Co-Owners" of such Condominium project, as that term is used in the Texas Condominium Act.

(3) To exercise all powers and perform all duties imposed upon this corporation in accordance with the Declaration of Condominium of the 3525 Condominiums, as such Declaration may hereafter be amended including, without limitation, to fix, levy, collect and enforce payment by lawful means of all charges or assessments affecting such Condominium project; to pay all expenses in connection therewith and all expenditures incident to

the conduct of the administration and business of the Condominium and all licenses, franchise taxes, and governmental charges levied or imposed against this corporation or the Common Elements of the Condominium.

(4) In connection with the affairs of such Condominium, to buy sell and deal in real property, personal property and services and to exercise any and all other powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act may by law now or hereafter exercise.

The aforesaid statement of purposes shall be construed as a statement of both purposes and of powers and shall be broadly construed to effectuate its intent.

ARTICLE V

The street address of the initial registered office of the corporation is 12700 Park Central Place, Suite 1604, Dallas, Texas 75251 and the name of the initial registered agent at such address is James H. Coker.

ARTICLE VI

The number of Directors constituting the initial Board of Directors of the Corporation is three (3) and the names and addresses of the persons who are to serve as the initial Directors are:

James H. Coker	12700 Park Central Place, Suite 1604, Dallas, Texas 75251
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Peter Van Vleck	4227 Herschel Avenue Dallas, Texas 75219
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Thomas L. James	12700 Park Central Place, Suite 1604, Dallas, Texas 75251
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ARTICLE: VII

The names and addresses of the incorporators are:

James H. Coker	12700 Park Central Place, Suite 1604, Dallas, Texas 75251
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Peter Van Vleck	4227 Herschel Avenue Dallas, Texas 75219
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Thomas L. James	12700 Park Central Place, Suite 1604, Dallas, Texas 75251
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ARTICLE VIII

Every person or entity who or which is a record owner of a Residence Unit or legal interest therein, (except those persons or entities holding an interest only as security for the performance of an obligation), and only such persons or entities, shall be Members of this corporation. Membership in this corporation shall be appurtenant to and may not be separated from ownership of any Residence Unit. Ownership of a Residence Unit or interest therein shall be the sole qualification for membership in this Corporation.

Except as provided herein, there shall be one (1) vote in the affairs of this corporation for each Residence Unit; provided, however, Penthouse Unit 22A and Penthouse Unit 22B shall each have two (2) votes. In the event that Ownership interests in a Residence Unit are owned by more than one Member of the Council, the Member's who own fractional interests in such Residence Unit aggregating more than 50% of the whole ownership thereof shall appoint one member who shall be entitled to vote the vote of that Residence Unit at any meeting of the Council. Notwithstanding the foregoing, the Developer shall be entitled to three (3) votes for such Residence Unit owned by the Developer until such time as the total number of votes exercisable by the Members of this corporation other than the developer exceeds the number of votes exercisable by the Developer. Cumulative voting in the election of directors or in other exercises of the right to vote is prohibited. The terms used herein shall have the same meaning given to them in the Declaration of Condominium of 3525 Condominiums.

ARTICLE IX

These Articles's of Incorporation may be amended only upon the affirmative vote of the holders of seventy-five percent (75%) of the number of votes exercisable by the Members of this corporation.

ARTICLE X

All of the powers and prerogatives of the corporation shall be exercised by the initial Board of Directors named above until the first meeting of the Members of the corporation. The first meeting of the Members of the corporation may be called by the initial Board of Directors on ten (10) days notice to the Members at any time, but must be called no later than thirty (30) days after the time at which at least fifty percent (50%) of the total number of Residence Units have been sold by the Developer, deeds therefor delivered and the full purchase price therefor paid.

ARTICLE XI

The By-laws of the corporation may be altered, amended or repealed only by the affirmative vote of the holders of sixty percent (60%) of the number of votes entitled to vote upon an amendment thereof.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 197__.

JAMES H. COKER

PETER VAN VLECK

THOMAS L. JAMES

STATE OF TEXAS

COUNTY OF DALLAS

I, the undersigned Notary Public, do hereby certify that on this _____ day of _____, 197__ personally appeared before me, JAMES COKER, PETER VAN VLECK, and THOMAS L. JAMES, who after being by me duly sworn, declared that they are the persons who signed the foregoing document as incorporators and that the statement contained therein are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year above written.

Notary Public in and for
Dallas County, Texas

BY-LAWS OF
THE 3525 CONDOMINIUMS COUNCIL OF CO-OWNERS

THE 3525 CONDOMINIUMS COUNCIL OF CO-OWNERS, a Texas non-profit corporation, is the corporation referred to in the Declaration of Condominium of The 3525 Condominiums, a Condominium Regime in Dallas, Dallas County, Texas created pursuant to the provisions of the Texas Condominium Act. This corporation is and shall have all of the powers of the "Council of Co-Owners" as authorized by the Texas Condominium Act. The terms used in these By-Laws shall have the same meanings given to them in the Declaration of Condominium unless otherwise specifically provided.

ARTICLE I
OFFICES

The principal office of The 3525 Condominiums Council of Co- Owners shall be at 3525 Turtle Creek Boulevard, Dallas, Texas 75219.

ARTICLE II
MEETINGS OF COUNCIL

Section 1. Order of Business and Annual Meeting. At the Annual Meeting of the Council, the following shall be the order of business.

- (a) Reading of the minutes of the last Annual Meeting of the Members;
- (b) President's report;
- (c) Secretary and Treasurer's reports;
- (d) Election of Directors to replace Directors whose terms have expired in accordance with the terms of the Declaration of Condominium for the Council for the ensuing year;
- (e) Other business that may be properly brought before the Meeting.

Section 2. Notice of Meetings. Notice of Meetings shall be given as provided in the Declaration of Condominium. A Waiver of Notice signed by the person entitled to notice of such Special Meeting, whether before or after the Meeting, shall be equivalent to the giving of such notice.

Section 3. List of Members. The Secretary of the Council shall keep at all times a current and complete list of the Members of the Council. Such list shall be arranged in alphabetical order, with the address of and the Percentage Ownership Interest of each such Member. Such list shall be kept on file at the office of the Council and shall be subject to inspection by any Member at any time during the usual business hours. Such list shall also be present and kept open at the time and place of all Meetings of Members; shall be available for inspection of any Member during the time of such meeting; and shall be prima facie evidence as to the identity of the Members.

Section 4. Method of Voting. Voting on any Question, other than any election, may be by voice vote or show of hands unless the presiding officer shall order or any Member shall demand that voting be by roll call or by written ballot. The presence of the Members having a majority of the number of votes in the Council shall constitute a Quorum at a meeting of Members. The vote of the Members having a majority of the votes in the Council thus represented at a meeting at which a Quorum is present shall be the act of the Council, unless the vote of a greater number is required by the terms and provisions of the Declaration of Condominium, these By-Laws "or the Texas Condominium Act.

ARTICLE III DIRECTORS

Section 1. Directors. Directors shall be elected and qualified as provided in the Declaration of Condominium.

Section 2. Removal. Any Director may be removed from his position as Director, either with or without cause by the vote of two-thirds of the total votes represented at either an Annual or Special Meeting of the Council.

Section 3. Vacancies and Filling of Vacancies. A particular directorship shall be deemed to be vacant upon the removal of a Director as provided in this Article, upon the death of the person holding such directorship, upon the refusal or failure of a person elected to such directorship to serve; upon the resignation of the person holding such directorship or upon the sale by the Director of his Residence Unit. Any vacancy occurring in the Board of Directors shall be filled at the next Meeting of the Board of Directors following the occurrence of such vacancy, or, if the vacancy occurs while a Directors Meeting is in progress, such vacancy shall be filled at such Meeting. Such vacancy shall be filled by the affirmative vote of a majority of the remaining Directors comprising no less than a quorum. A Director who is elected to fill a vacancy shall serve for the unexpired term of his predecessor in such directorship.

Section 4. Adjournment. Any Meeting of the Directors may be adjourned from time to time by those present, whether a quorum is present or not.

Section 5. Waiver of Notices. Notice of any Special Meeting of Directors may be waived in writing signed by the Director or Directors entitled to such notice; such waiver may be executed at any time before or after the time specified in the Declaration of Condominium for the giving of such notice. Attendance of a Director at a Special Meeting shall constitute a waiver of notice of such Special Meeting, except where a Director attends a Meeting for the express purpose of objecting to the transaction of any business or to notify the Board that the Meeting is not properly called or convened in accordance with the terms of the Declaration or these By-Laws.

Section 6. Compensation. Directors as such shall not receive any stated salary for their services, but by Resolution of the Board a fixed sum and expenses of attendance, if any, may be allowed for attendance at each Meeting of the Board; provided that nothing contained herein shall be construed to preclude any Director from serving the Council in any other capacity and receiving compensation therefor.

Section 7. Actions without a Meeting. Notwithstanding any other provision of these By-Laws, any action required or permitted to be taken at a Meeting of the Board or Directors may be taken without a Meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members or all of the Board of Directors, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a Meeting.

ARTICLE IV OFFICERS

Section 1. President. The President shall be the principal executive officer of the Council and shall in general supervise and control all of the business and affairs of the Council. The President shall preside at all meetings of the Members and all meetings of the Board of Directors. He shall sign, with the Secretary or an Assistant Secretary, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Council, or shall be required by law to be otherwise signed or executed; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall not have the authority to bind the Council to any employment agreement in behalf of the Council unless such employment agreement be expressly approved and authorized in advance by Resolution of the Board of Directors. In the event that any such employment agreement provides for the Council employing any person who at the time of such employment or at any time during the period of such employment is an officer of the Council, then no provision of such contract purporting to amplify the authority of such Officer beyond the authority set forth in these By-Laws shall be valid or effective unless these By-Laws are amended in a manner consistent with such employment agreement, and the mere signing of such employment agreement in behalf of the Council and its approval at a meeting of the Board of Directors (and/or Members) shall not constitute an amendment of these By-Laws. In the event that any such employment agreement (whether or not these By-Laws be amended incident thereto) limits or Qualifies the authority of any such officer in a manner inconsistent with these By-Laws or imposes on such officer duties not provided for under these By-Laws, then the provisions of such employment agreement limiting and qualifying such authority and imposing such duties shall be valid and effective notwithstanding any inconsistency between the provisions of such employment agreement and the provisions of these By-Laws.

Section 3. Vice Presidents. In the absence or the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 4. Secretary. The Secretary shall: (a) keep the minutes of the meetings of Members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the Council's records and of the seal of the Council, if any; (d) keep a register of the post office address of each Member; (e) have general charge of the books of the Council; (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 5. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Council, receive and give receipts for monies due and payable to the Council from any source whatsoever, and deposit all such monies in the name of the Council in such banks, trust companies or other depositories as shall be selected by the Board of Directors; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

Section 6. Additional Officers. Officers in addition to the Vice President, Secretary and Treasurer may be appointed by the Board of Directors and shall hold the offices for such terms and shall have such authority and exercises such powers and perform such duties as shall be determined from time to time by the Board by Resolution not inconsistent with these By-Laws. The Assistant Treasurers shall respectively, if required by the President or Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the President or Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

Section 7. Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the officer previously filling such office, may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE V INDEMNITY

Section 1. The Council shall indemnify the Board (and each member thereof) and its Officers (each of them) against expenses and liabilities (including the cost and expense of defending against any such alleged liability) reasonably incurred by such person or persons by reason of his being or having been an Officer or Director of the Council except in cases where such Director or Officer is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office.

Section 2. The rights of indemnification herein provided may be insured against by policies maintained by the Council; shall be severable, shall not affect any other rights to which any Director or Officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such Director or Officer and shall inure to the benefit of the heirs and personal representatives of such person. Nothing contained herein shall affect any rights to indemnification to which Council personnel other than Directors and Officers may be entitled by contract or otherwise under law.

Section 3. Expenses in connection with the preparation and presentation of a defense to any claim, action, suit or proceeding of the character described above may be advanced by the Council prior to final disposition thereof upon receipt of an undertaking by or on behalf of the Director or Officer, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article.

ARTICLE VI CONTRACTS, LOANS, CHECKS DEPOSITS AND TRANSACTIONS

Section 1. Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Council, such authority may be general or confined to the specific instance.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Council shall be signed by such officer, officers, agent or agents of the Council and in such manner as shall, from time to time, be determined by Resolution of the Board of Directors.

Section 3. Deposits. All funds of the Council not otherwise employed shall be deposited, from time to time, to the credit of the Council in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Transactions with Members, Directors and Officers. The Council may enter into contracts or transact business with one or more of its Directors, Officer-s, or Members, or with any firm of which one or more of its Directors, Officers or Members are members, or with any corporation, association, company, organization or entity in which one or more of its Directors, Officers or Members are directors, officers, trustees, shareholders, beneficiaries or are otherwise interested, and in the absence of fraud, such contract or transaction shall not be invalidated or anyway affected by the fact that such Directors, Officers or Members having such adverse interest may have been necessary to obligate the Council upon such contract or transaction.

ARTICLE VII AMENDMENT

Section 1. These By-Laws may be amended by the affirmative vote of the Owners of sixty percent (60%) of the number of votes entitled to vote on such question.

BUILDING FACILITIES AND EQUIPMENT

Section 3 (cont'd)

(Updated 8/1/97)

- 3.12** MAIL ROOM: The Mail Room, located in the Lobby Area, has side boxes next to the U.S. Mail Box. These side boxes are for 3525 correspondence. You may also use them, but we request they not be used for outside advertising or events not in the common interest of 3525 unit Owners.
- 3.13** PARKING: Each unit is allotted two reserved parking spaces. For details see PARKING, SECTION 20.
- 3.14** RESTRICTED AREA: Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.
- 3.15** SWIMMING POOL: There is a swimming pool for Owners and their guests. For details, see SWIMMING POOL, SECTION 24.
- 3.16** TRASH CHUTE: A trash chute is located on each floor. This is small and connects to the **compactor** in the basement. Please do not put coat hangers, cardboard boxes or anything that might catch sideways and block it. This trash chute is for small trash bags only!
- 3.17** USE OF TOOLS: All building equipment, including tools, saws, drills, sweepers, etc., shall be used only by authorized 3525 personnel.
- 3.18** WINDOWS AND DOORS: Owners must close all exterior windows or sliding doors as our central heating and cooling system is designed to provide maximum efficiency only in closed units. Introduction of outside air can cause your wall vents to sweat and damage your wall with excess moisture. A closed window also avoids possible damage from storms or the elements.
- 3.19** VENDING MACHINES: A coin operated cold drink and snack machine is located in the Rear Hall (first floor). A bill changer is also located there. 3525 is not responsible for these machines, lost coins, etc, call the vendor!

BUILDING MAINTENANCE

Section 4

- 4.01** When a unit Owner has any maintenance or construction work which needs to be done by the building employees, it must be scheduled through the Management Office, there is a fee charged.
- 4.02** The 3525 Condominiums are responsible only for maintaining the original structure and equipment, and not for any alterations or additions in the individual condominium units.
- 4.03** Maintenance responsibilities of The 3525 Condominiums:
Exterior of Building
Lobby area and hallways
Re-caulking of exterior windows - but not replacement
All of these responsibilities are subject to Paragraph 4.02 above.
- 4.04** Maintenance responsibilities of the Owners of 3525:
Air conditioning and heating mixing boxes within units
Air conditioning and heating filters (building will provide two free changes annually)
Dishwashers
Garbage disposers
Lighting fixtures and bulbs
Plumbing fixtures (including faucet leaks, washers, running commodes, etc.)
Ranges
Refrigerators
Showers - replacing pans or tile
Television sets
Thermostats and controls
Unit interior: cabinets, decorating, walls, interior doors, floors, ceiling, windows, etc.
Vent-a-hoods
- 4.05** Do not sweep or throw or permit anything to be swept or thrown from the doors, windows, or balconies.
- 4.06** To establish responsibility for payment for repairs of damages in or to individual condominiums caused by water, wind, or any other causes, the Board of Directors has established this policy: 3525 will repair the damage only when it is the result of its negligence in the maintenance of the building or a fault in the structure of the building.
- 4.07** Any damage resulting from misuse of any water closet or other apparatus shall be paid for by Owner in whose unit such damage shall have been caused.
- 4.08** Water shall not be left running for an unreasonable or unnecessary length of time.
- 4.09** No Owner shall interfere in any manner with any portion of the plumbing, heating, air conditioning or lighting apparatus which is part of the common elements and not part of the Owners' condominium.

BUILDING MAINTENANCE

Section 4 (cont'd)

- 4.10** No exterior shades, awnings, window guards, ventilators, fans or air conditioning devices shall be installed or used in or about the building's common elements, or balconies except such as shall have been approved by the Board or Manager in writing. If the Owner shall fail to keep any such approved device in good order, repair and appearance, the Board or the Manager may remove such device, charging the cost of removal to the Owner; and the device shall not be replaced until it has been put in proper condition, and only with the further written consent of the Board or Manager.

Reflective window tint film may be installed with Board approval. The required color is grey tint.

CHILDREN

Section 5

- 5.01** If a guest or otherwise occupant, of a condominium unit disturbs another Owner and/or tenant by creating noises audible outside the condominium unit which he occupies, by violating the rules of 3525 or by otherwise interfering with the peaceful enjoyment by other Owners and tenants of their condominium unit and the common areas, the Board or the Manager may give notice to the Owner of such condominium unit to cause such disturbances or interference to be discontinued. After (i) two (2) notices of separate violations have been given and the Owner fails to cause the violations to cease; (ii) ten (10) days prior written notice to the Owner of such condominium unit; and (iii) an opportunity for such Owner to have a hearing before the Board, the Board may, to the extent permitted by law, revoke its permission to allow the occupancy by the child of the condominium unit, if such permission has been given, and may terminate the tenancy of the leaseholder in such condominium unit as provided in the Declaration of Condominium and, in addition, may exercise any and all rights at law or in equity.
- 5.02** Children shall not be permitted to play in the common area halls, stairways, garages, or elevators.
- 5.03** No bicycles, scooters, shopping carts, or similar vehicles shall be allowed to stand in the common area halls or passageways of the building.
- 5.04** There shall be no parties of minors in the common areas of the building or inside condominium units without written permission of the sponsoring Owner, who shall give written notice in advance to the Building Manager. Further, all such parties must be attended by the sponsoring adult Owner and have adequate adult supervision. The Owner shall be fully responsible for any damage that may occur during the period of the party.
- 5.05** Minors are not permitted to operate exercise equipment in the exercise room unless accompanied by parents who have signed the general release form supplied by the Manager.

COMMON AREAS

Section 6

- 6.01** The common area, halls and stairways of the building shall not be obstructed nor used for any purpose other than ingress to and egress from the condominium units in the building and fire equipment shall not be obstructed in any way.
- 6.02** Children shall not be permitted to play in the public halls, stairways, elevators, or garages.
- 6.03** No article or object of any type shall be placed in the stairway landings. This is in compliance with fire regulations.
- 6.04** No bicycles, scooters, shopping carts or similar vehicles shall be allowed to stand in the common area, halls, or passageways of the building.
- 6.05** Any item placed in any hallway shall be subject to approval by the Board of Directors and review by fire inspectors and subject to removal.
- 6.06** The Board has the authority to designate a "Special Use" for certain common areas.

COMPLAINTS, KEYS AND MISCELLANEOUS

Section 7

- 7.01** To insure prompt and effective action relative to complaints, requests, and suggestions, Owners are asked to submit such matters in writing. A form is available in the Management Office. Neither the Board of Directors nor the Manager can assume responsibility for complaints, requests, or suggestions submitted verbally. Please do not make these requests in person to a Board Member; direct them to our Management Office in writing. However, minor matters such as requests for housekeeping or maintenance service, can still be taken over the phone or verbally by the Manager.
- 7.02** No Owner shall make or permit any disturbing noises or noxious odors i.e. pipe, cigar, or cigarette smoke, in the building or do or permit anything to be done therein which will interfere with the rights, comfort, health, or convenience of other Owners.
- 7.03** No Owner shall play upon or allow to be played upon any musical instrument or permit to be operated a phonograph, radio or television loud-speaker in his unit between the hours of eleven o'clock (11:00) PM and the following nine o'clock (9:00) AM if the same shall disturb or annoy other occupants of the building.
- 7.04** No radio or television antenna shall be attached to or hung from the exterior of the building without the approval of the Board of Directors.
- 7.05** **Keys, Lock-out Policy:** Unit Owners are responsible for maintaining their own keys to prevent locking themselves out of their unit. The Building Management **is not** responsible for providing entry to locked-out unit Owners.
- The Building Management **will** provide lock-out entry services during office hours! Providing a unit key has been given to the Management Office by the unit Owner.
 - After office hours and before 10:00 PM, the front security will **attempt** to contact a Board member for assistance. A charge to the unit Owner may be levied for this service.
 - If no assistance is available, or after 10:00 PM, the unit Owner will need to call a locksmith.

For leased units, see LEASES, SECTION 16.

CONSTRUCTION PLANS

Section 8

- 8.01** No permission for additional build-outs will be permitted until an engineering study is made concerning the heating and cooling capacity of our present facilities, at the expense of the Owner.
- 8.02** A set of plans showing any and all modifications of any condominium unit must be presented to the Board of Directors. Approval in writing by the Board must be given, before any such modifications are made. The modifications must then be made only in accordance with the plans as approved by the Board.
- 8.03** A building permit from The City of Dallas must be posted inside of the front door of the unit during construction. A photo copy of this permit must be presented to the Building Manager before any remodeling or construction can start.
- 8.04** A construction security deposit will be required prior to approval of any remodeling or construction.
- 8.05** No supplementary air-conditioning or heating system may be installed without approval of the Board of Directors.
- 8.06** No blinds, awnings, or other material attachments will be permitted to cover or extend from the exterior or balcony.
- 8.07** No Owner shall make or attempt to make within his unit any repairs, alterations, modifications, or innovations to the air-conditioning, electrical system, water system, or to any structure, service facility, or any other common appurtenance which might adversely affect other Owners, unless such work is expressly authorized by the Board of Directors and is conducted under the direct supervision of the Building Manager. Any unauthorized work affecting the common interest and deemed hazardous in any way may be corrected by the Building Manager at the Owners' expense.
- 8.08** Any window replacement requires that an energy efficient grey tinted, insulated, or thermopane type glass be used. Single pane windows cannot be replaced.
- 8.09** If a window is broken, unit Owner is responsible for replacement of single or double-pane glass.
- 8.10** The Board of Directors reserves the right to have an added maintenance charge on any increase in the air-conditioning, i.e. window units, heating system, or electrical system, which is added to any condominium.
- 8.11** In remodeling units, one hour fire-block wall-board or equal material must be used in all walls and approved by the Manager before such usage.
- 8.12** Spray painting will be allowed inside any condominium providing all HVAC vents, smoke detectors, etc. are taped and covered. 3525 has a central HVAC system and failure to do this could be hazardous to others health.

CONSTRUCTION PLANS

Section 8

(cont'd)

- 8.13** No Owner doing the work himself nor any contractor may use any of the building's tools, shops, or garage space. All such work must be done inside the unit or off the 3525 premises.
- 8.14** Owners or contractors may not work on any remodeling on Saturdays, Sundays, or legal holidays, and no work shall be done past 4:30 P.M. The Owner having work done will be legally responsible for keeping all hallways, elevators, etc., clean. If 3525 has to spend any time cleaning a hallway, elevator, etc. as a result of work done by the contractor, the Owner will be fully charged, including all over-time pay, if any. Arrangements to use the trash bin by the contractor must be made with the Management Office so that charges can be made accordingly, or the Owner will be charged for the full use of the bin.
- 8.15** All contractors must place a protective covering on the carpet of the floor they are working on from the elevator to the unit they are working in. This protective covering must be put down each day they are working in the unit, and must be taken up each night before they leave. If the contractor fails to do so, as directed, a fine will be imposed.

CONTRACTORS' WORK PROCEDURES

Section 9

9.01 3525 RULES FOR CONTRACTORS

In order to establish a working arrangement between our maintenance people, housekeeping staff, security, contractors, unit Owners and workmen from all trades, the following rules have been established.

1. Legal building permit must be posted inside of the front door of unit being renovated and be plainly visible during entire work period and inspector called on completion.
2. All material vehicles and workmen are to use back entry gate and all contractors and workmen will sign in and out of the building using the register provided at the back security desk. **Security will provide a temporary identification badge which the contractor MUST wear at all times while on Association property.**
3. Doors to condominiums must be closed while work is proceeding within. If found open; rule #9.23 will apply.
4. No work will be permitted in the building before 9:00 AM or after 4:30 PM weekdays nor on weekends or holidays.
5. Hallways, corridors and doorways must be protected when materials and furnishings are brought in or out.
6. You are expected to confine your activities to the area in which you are working. No loitering throughout the building. Smoking in unauthorized areas will cause a \$25.00 fine to be deducted from the cash deposit.
7. The freight elevator is not to be held on floors. **KEEP IT MOVING.** All maids, porters and unit Owners in the building use it, especially for laundry. We have to share.
8. Please do not wedge the doors of the freight elevator to keep them open. It ruins the adjustment on the doors.
9. **DO NOT USE THE FRONT ELEVATORS**
10. Park your cars on the upper deck of the parking garage at all times.
11. Trash trailers may be parked at the back entrance for short periods of time only. Please coordinate this with the back security person.
12. Please do not ask to borrow the maintenance staff's tools and equipment.
13. Debris is not to be placed in the trash chutes, on the floors or thrown down air shafts. The trash compactor is not equipped to handle construction materials. The building dumpster will not be used by contractors.
14. When working in condominiums, always be conscious of open patios and windows. Great care must be taken to insure that nothing is dropped, thrown or pushed from an open area.
15. Food wrappers, such as lunch sacks, candy wrappers, drink bottles, cans and cartons are not to be left on the construction site or in the vending area. These items cause unwanted bugs and are unsightly. There is a trash can next to the vending machines; please use it. Please pickup and dispose of all trash when the work day is over.
16. All trash and debris is to be put in containers before being placed on the freight elevator and disposed of by construction crew.
17. When painting or doing demolition work in one of the units, it is **important** to cover the return air ducts and smoke alarms so the dust or fumes is not carried back through the central air conditioning system nor are smoke alarms set off. **Contractor MUST notify the Maintenance Department as to the scope of work being performed and to ensure that all return air ducts and smoke detectors were properly covered prior to any work being started.**

CONTRACTORS' WORK PROCEDURES

Section 9 (cont'd)

9.01 3525 RULES FOR CONTRACTORS (cont'd)

18. All plans for the renovation must be supplied to the Building Manager's Office. No admittance to the building for work will be allowed unless all plans are submitted.
19. Work which will affect the common area in any way must have the Association's approval...i.e.-ceilings, floors, exterior walls, windows and balconies.
20. Replacing of windows may be done by using grey tinted, insulated, or thermo-pane type. The Board will not approve single pane glass, due to its energy, heat, and air conditioning loss.
21. Do not touch the TV antenna or fire alarm system!!! Call the Building Manager's Office at (214) 526-3525 for assistance. Repairs for damage to the system will be billed to the unit owner per rule #9.23.
22. Do not attempt to move or change the house phone!!! Call the office at (214) 526-3525 for assistance. Repairs for damage will be billed to the unit owner.
23. A \$1,000.00 security deposit is to be left in the Management Office before starting any work in a condominium. This is to cover any damages, extra work by building employees or other cost involved incidents caused by construction work. The amount involved in any incident to be deducted from the security deposit with any remaining amount to be returned upon completion of the construction job.
24. All demolition work may be done between the hours of **10 am to 4:30 pm**. No demolition work may be done outside of these hours. All trash and debris must be put in containers supplied by the contractor. Under no circumstances may a contractor use the trash containers belonging to 3525.

One copy of these Contractors Rules is to be signed and turned into the Management Office along with the security deposit before a job may be started.

9.02 THE FOLLOWING ARE SUGGESTIONS AND RECOMMENDATIONS FOR REMODELING BASED ON BUILDING'S PAST EXPERIENCES

1. Any appliance requiring a sump pump such as an icemaker please make sure the unit Owner is advised and shown a way to immediately cut off water in unit. In the past when the sump pump has failed the water continued to run and has flooded lower floors at the expense of the unit Owner.
2. Flooring - Since marble and wood are noisy they require extra insulation.
3. When turning closets into bookcases, etc. please insulate behind wall as there is another family living on the other side of the wall. Owners have no privacy from neighbors due to the lack of insulation.
4. In kitchen, place rubber bumpers on backs of drawers. This is simple to do when installing cabinets.

9.03 SPECIFICATIONS FOR VENTING, PLUMBING AND ELECTRICAL WORK

1. All dryers shall be connected to the existing vent stacks as follows:
In Units A, D and E the four inch round sheet metal (24-gauge) vent shall be connected to the existing exhaust stack that is presently venting in the maid's closet adjacent to the corridor. The owner of the D Unit shall have the option of running the vent duct to the exhaust riser serving the bath in Unit C.
2. The exhaust serving Unit B shall be connected to the exhaust riser near the A Unit located between baths 1 and 3 in A Unit directly behind the kitchen in the units.
3. The exhaust riser for C Unit shall be connected to the existing exhaust stack serving Unit B.

CONTRACTORS' WORK PROCEDURES

Section 9 (Cont'd)

9.03 SPECIFICATIONS FOR VENTING, PLUMBING AND ELECTRICAL WORK (cont'd)

4. All plumbing serving the washing machines shall be connected to the existing plumbing stacks in the closest proximity to the washer unit. The material for the two inch waste connection for the washer shall be all copper pipes. The washer shall discharge open site into this waste line. The 1/2 inch water pipe serving the washer shall be type "L" soft or hard copper and shall include a shutoff valve.
5. Should the Owner of the unit desire to locate the washer/dryer at a location other than the kitchen wall near the service entrance to the unit, for instance in the breakfast area in some of the larger units, the Owner of the unit will be permitted to connect the exhaust from the dryer to any existing toilet exhaust riser. In no case is the Owner of the unit to tie the exhaust from the dryer into existing ducts that are serving as kitchen exhaust.

9.04 INSURANCE REQUIREMENTS FOR CONTRACTORS WHO PERFORM WORK AT 3525 TURTLE CREEK

Certificate of Insurance should be made to the following: **"The 3525 Condominiums Council of Co-Owners, 3525 Turtle Creek Blvd., Dallas, TX 75219"**

The following coverage is our minimum requirements; for larger and more detailed jobs we require additional insurance.

Comprehensive General Liability

Bodily Injury Liability
aggregate

\$500,000 each occurrence

\$500,000 aggregate completed operations

Property Damage Liability

(Including Broad Form Property Damage)

\$100,000 each occurrence

\$100,000 aggregate

Comprehensive Automobile Liability

Bodily Injury

\$250,000 each person

\$500,000 each occurrence

Umbrella Catastrophe Liability

\$1,000,000 each occurrence and in the

Workers' Compensation Ins.

Statutory coverage for State of Texas

Employer's Liability - \$100,000

TITLE EXAMINER'S REPORT

**NORTH AMERICAN TITLE COMPANY
EXAMINER'S REPORT**

GF No.: 14716-17-00969

Underwriter: North American Title Insurance Company

Effective Date: September 24, 2017

Estate: Fee Simple

Title Vested in:

Buyer/Borrower: TBD

Legal Description:

Condominium Unit 17B, of The 3525 Condominiums, a condominium project located in the City of Dallas, Dallas County, Texas, together with an undivided percentage interest in the common elements appurtenant thereof, according to the Declaration of Condominium and Exhibits thereto, recorded in Volume 78002, Page 738, Condominium Records, Dallas County, Texas along with any and all supplemental declarations thereto.

Restrictions:

The following restrictive covenants of record itemized below. (We must insert specific recording data or delete this exception.):

Volume 78002, Page 738, Condominium Records, Dallas County, Texas and Volume 78212, Page 492, Volume 82165, Page 981, Volume 87131, Page 1915, and Volume 2000012, Page 6719 of the Real Property Records of Dallas County, Texas

Exceptions:

- a. Visible and apparent easements on or across the property covered by this policy which may not appear of record. (This item will not appear on Schedule "B" of the policy if a survey is provided by an approved surveyor showing no such easements.)
- b. Rights of parties in possession. (Affects Owner Policy Only).
- c. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- d. Any portion of the subject property lying within the boundaries of a public or private roadway whether dedicated or not, or which may be used for road or street purposes.
- e. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (Note: Upon receipt of a survey acceptable to Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.
- f. All terms, conditions, covenants, easements, restrictions, assessments, maintenance charges, and other provisions as recorded in Volume 78002, Page 738, as amended, supplemented, refilled and/or restated, Dallas County, Texas.
- g. Lease of Laundry Facilities granted to United Coin Meter Company, Inc. by instrument dated September

GF NO.: 14716-17-00969

19, 1972, filed March 23, 1973, recorded in/under Volume 73060, Page 577 of the Real Property Records of Dallas County, Texas.

- h. Easement executed by 3525 Turtle Creek, Inc., to Dallas Power & Light Company, dated December 6, 1956, filed December 27, 1956, recorded in/under Volume 4629, Page 543 of the Real Property Records of Dallas County, Texas.
- i. Right of First Refusal in favor of Council of Co-Owners contained in Dedication, dated December 14, 1977, filed December 30, 1977, recorded in Volume 78002, Page 738, Condominium Records of Dallas County, Texas.
- j. Right of Entry Agreement to Warner-Amex Cable Communications, Inc., dated August 12, 1981, filed November 3, 1981, recorded in/under Volume 81215, Page 1932 of the Real Property Records of Dallas County, Texas.
- k. Lease of Laundry Facilities granted to Kwik-Wash Laundries, Inc. by instrument dated December 22, 1982, recorded in/under Volume 82248, Page 1757 of the Real Property Records of Dallas County, Texas.
- l. Rights, titles and interest of any adjoining property owner or lienholder, their respective heirs, successors and assigns, in and to all structural elements that comprise any part of the overall structural unit of which any individual condominium/townhouse residence is a part and which may be considered common to all such residences (including but not limited to common or party walls, common roofs and common foundations); and subject to the rights, also, of adjoining property owners in and to common areas of use, if any, and subject to the rights of co-owners to any such common structures as determined by an agreement to which all the property owners may be or become a part of including but not limited to community streets, walks and driveways.
- m. Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements.
- n. Any common or party walls existing between improvements located on the subject property and rights of adjacent parties or third parties thereto.
- o. **Company has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy.**
- p. **Company has no liability under this commitment until an endorsement is issued stating the names of the proposed Insured. Once the proper names are provided, company reserves the right to make additional requirements and/or exceptions.**

Schedule C:

- 1. Documents creating your title and interest must be approved by us and must be signed, notarized and filed for record.
- 2. Satisfactory evidence must be provided that
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,

- all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and no mechanic's liens, laborer's or materialmen's liens have been attached to the property,
 - there is legal right of access to and from the land,
 - (on Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or the borrower the agreed amount for your property or interest.
 4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
 5. Procedural Rule P-27 promulgated by the Texas Department of insurance provides a list of the types of financial documents and instruments which satisfy the requirement that we disburse only when we have received good funds as required by said rule and Section 2651.202 Insurance Code. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
 6. Upon request and receipt of applicable premium, if any, and in accordance with Texas Procedural Rule P-50.1, T-19.2 and/or T-19.3 Minerals and Surface Damage Endorsements will be issued at the time of closing of this transaction.
 7. Must be furnished affidavit of no liens.
 8. **Company requires the name of the Proposed Insured be provided for appropriate searches to be conducted.**
 9. Must be furnished marital and homestead status of owner from date of acquisition until present.

If married, REQUIRE spouse to join in conveyance. Also REQUIRE spouse's name be submitted for general name search and possible commitment revision.
 10. Must be determined if this property is homestead property. If a sale, both parties must execute all documents. If a refinance, both parties must execute all documents and we may insure for outstanding principal and interest and closing costs only.
 11. NOTE FOR INFORMATIONAL PURPOSES ONLY: Per restrictions, assessment lien(s) is subordinate to "... the lien or liens of any Mortgages which may have hereto or may hereafter lend money in good faith for the purchase or improvement of any Residence Unit ..." as recited therein.
 12. NOTE FOR INFORMATIONAL PURPOSES ONLY: The following deeds have been filed of record affecting the subject property:

General Warranty Deed filed December 3, 2015, recorded in Clerk's File No. 201500320361, Dallas County, Texas, into current owner.

Quitclaim Deed filed March 26, 2012, recorded in Clerk's File No. 201200084792, Dallas County, Texas.

Warranty Deed with Vendor's Lien filed August 18, 2005, recorded in Volume 2005162, Page 1472, Dallas County, Texas.

GF NO.: 14716-17-00969

Additional Title Information:

10/05/2017	Rebekah Corder	VESTING -- DALLAS -- 201500320361
10/05/2017	Rebekah Corder	TITLE: Seller name run: Elizabeth Jeffett
		TITLE: Buyer name NOT PROVIDED

Legal access is provided via Turtle Creek Boulevard
Assigned Title Officer: TX TitleRev
Residential Title Grade: B

Notes to Closer:

Closer: Jeff Fielder
Plant Posting Data: DALLAS -- 78002/738; 17B/0
Property Address: 3525 Turtle Creek Boulevard, Unit 17B, Dallas, TX 75219

EXAMINATION BASED UPON: COMMONWEALTH 2228000791 DIRECT

PATRIOT ACT NOTICE: It is North American Title Company policy to make sure that a reasonable search has been made of the Specially Designated Nationals List to ensure that all parties to this transaction are not found on this list. If and/or when a connection is found a requirement will be placed on Schedule C for appropriate action to be taken.

Examiner: Rebekah Corder

THIS EXAMINER'S REPORT IS FOR THE INTERNAL USE OF NORTH AMERICAN TITLE COMPANY ONLY. NORTH AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS OF ANY INFORMATION RELATING TO THE PROPERTY DESCRIBED ABOVE. NORTH AMERICAN TITLE COMPANY MAKES NO REPRESENTATION TO ANY PARTY AS TO THE STATUS OF TITLE ON THE PROPERTY DESCRIBED ABOVE.

AUCTION PURCHASE AGREEMENT

HERITAGE AUCTIONS LUXURY REAL ESTATE

Licenses/Bonds: Heritage Luxury Property Auctions Inc. NYC #41513036; CA #RSB2005644;

Auctioneer Mike Sadler: TX #16129; CA #RSB2006814; FL #AU3795; IL # 441001478; MA #03121; NYC #1304630; OH #2014000075; Thania Kanewske FL #AU4656; Marina Medina TX #17512; Nate Schar TX #17365; Nate Schar, a real estate broker licensed under the laws of the State of California-License # 01879044; James Ivy, a real estate broker licensed under the laws of the State of Texas – License No. 472843. Thania Kanewske, a real estate broker licensed under the laws of the State of Florida-License # 3044330 FL Auction license #AU4656

wate

AUCTION PURCHASE AGREEMENT

THIS AUCTION PURCHASE AGREEMENT is made effective _____ 2017,
by _____ (hereinafter referred to as the “Seller”) and _____
 (“Buyer”) in accordance to the auction conducted by Heritage Luxury Property Auctions Inc. (“Heritage”)

1. AGREEMENT TO PURCHASE. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, pursuant to the terms and conditions herein set forth, the real estate and improvements situated in the county of Dallas, located at 3525 Turtle Creek Blvd, Unit 17B, (“Property”) [Legal Description: 3525 CONDOMINIUMS BLK 2/1043 ACS 2.8244 UNIT 17B & 0.0178771% CE INT201500320361 DD12012015 CO-DC 1043 002 00000 1DA1043 002, plus see Legal Description attached as Exhibit A] together with all buildings, improvements, fixtures owned by the Seller & attached to the Property; and all privileges and appurtenances pertaining thereto including any right, title or interest of Seller. Seller agrees to convey Property by General Warranty Deed (with all mortgages and liens paid off as of closing).

2. (A) HIGH BID PRICE \$ _____
- (B) BUYERS PREMIUM (10% of HIGH BID PRICE) \$ _____
- (C) EXTRAS, if Any (Pre-Bid, Furnishings, etc) \$ _____
- (D) TOTAL PURCHASE PRICE (A + B ± C) \$ _____
- (E) 10% EARNEST MONEY DEPOSIT, to be held in a non-interest bearing escrow account by Escrow Agent. (10% of D) \$ _____
- (F) Remaining Earnest Balance Due Now \$ _____
- (G) BALANCE due at Closing (D – E) (not including Buyer’s closing costs or financing costs, pre-pays or pro-rations), to be in immediately available cash, bank certified or cashier’s check or confirmed wire transfer.) \$ _____

3. TERMS. This is a Cash sale with TEN PERCENT (10%) non-refundable Earnest Money Deposit (“Escrow Deposit”) set forth in section (E) above on auction day payable in full by personal or cashier’s check made payable to the “Escrow Agent” (referenced below in section 4); with the balance of the total purchase price due at settlement of this transaction (“Closing”). Delivery of the deed and acceptance by the Buyer at Closing shall be deemed to be full performance and discharge of all obligations (either express or implied) on the part of the Seller to be performed pursuant to this agreement. No representation, warranty or agreement, express or implied of the Seller shall survive the Closing except those, which are herein specifically stated to survive the Closing.

4. CLOSING. Closing shall occur on or before December 15, 2017 (“Closing date”), at the offices of Stewart Title. (“Escrow Agent”), located at: 8201 Preston Road, Dallas, TX 75225, or at such other location in Dallas County, Texas that the Seller may designate. At Closing, Seller shall deliver to Buyer a General Warranty Deed (the “Deed”) that shall convey fee simple title to the real property. Possession of the Property will be granted at Closing.

5. NO FINANCING CONTINGENCY. THIS AGREEMENT IS NOT CONTINGENT ON BUYER BEING APPROVED FOR A LOAN.

6. PRORATIONS. Ad valorem and non-ad valorem real estate taxes, other assessments, property owner’s association dues and any other items customarily prorated are to be adjusted as of the Closing date.

7. CLOSING COSTS.

(a) Seller’s Costs. Seller shall only be responsible to pay legal fees and expenses of Seller’s attorney to prepare documents to transfer the Property to Buyer and to release any liens or mortgages on the Property to allow conveyance of the Property to the Buyer in accordance with the General Warranty Deed.

(b) Buyer’s Costs. Buyer shall pay all Closing costs including, but not limited to, title insurance, documentary stamps, recordation fees, transfer taxes, title searches, Buyer’s attorney’s fees, the Buyer’s premium, and all fees and costs associated with Buyer’s financing, if

Buyer’s Initials _____

Seller’s Initials _____

any, prepaid pro-rations, assumed insurance, if applicable, appraisal fees, recording fees, escrow and/or settlement costs, discount points and origination fees. Title insurance will be at the buyer's option, but is strongly recommended.

(c) The Closing and Settlement Agent is agreed to be Stewart Title. ("Escrow Agent"), located at: 8201 Preston Rd, Dallas, TX 75225. Buyer agrees to pay all charges involved in this closing, including but not limited to: escrow/settlement fee; deed preparation fee; conveyance tax; attorney drafting fee; title policy guaranty fee; the cost of the title insurance premium (which is calculated from the Sales Price and Loan amount for loan policy); tax certificate; and recording fees.

8. EARNEST MONEY/ESCROW AGENT. Concurrently with the execution and delivery of this Agreement, Buyer shall deliver Earnest Money Deposit ("Earnest Money Deposit") made payable to the Escrow Agent in an amount equaling ten percent (10%) of the total Purchase Price, (less any previously submitted Registration Deposit). Buyer is aware and acknowledges that upon Seller's acceptance of Buyer's offer, the Earnest Money Deposit becomes Non-Refundable, except for failure to deliver good title. Buyer and Seller hereby acknowledge and agree that Escrow Agent shall hold in a non-interest bearing escrow account and deliver the Earnest Money in accordance with the terms and conditions of this Agreement. The Escrow agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Escrow Agent makes any disbursement of the Earnest Money in accordance with the terms and provisions of this Agreement.

9. DISCLAIMER OF WARRANTIES; "AS-IS" PURCHASE. Buyer accepts the Property in an "AS IS, WHERE IS" condition at the time of Closing, including but not limited to any hidden defects, known or unknown and understands that this transaction is not subject to an inspection contingency.

(a) Buyer acknowledges and agrees the sale of the Property hereunder is and will be made on an "AS IS, WHERE IS" basis that, except as may otherwise be expressly provided in this Agreement, Buyers are purchasing and acquiring the Property without any representation, warranty, or assurance of any kind whatsoever, express or implied, oral or written, by the Seller, Agent, broker, employee, Heritage, or other representative of the Seller. Buyer acknowledges and agrees that (i) any environmental or other report with respect to the Property which is delivered or made available by the Seller to Buyer shall be for general information purposes only, (ii) Buyer shall not have any right to rely on any such report delivered or made available by the Seller to Buyer, but rather will rely on its own inspection and investigation of the Property and any reports commissioned by Buyer, and (iii) neither the Seller, any affiliate of the Seller, nor the person or entity which prepared any such report delivered or made available to Buyer shall have liability to Buyer for any inaccuracy in or omission from any such report.

(b) Buyer knowingly, voluntarily, unconditionally, and irrevocably waives, releases, and discharges Seller, Heritage, Broker, Agent, and Escrow Agent from any claim that Buyer may otherwise have had with respect to the Property, the Auction, this Auction Purchase Agreement, and this real estate transaction and waives any right to terminate this Agreement.

(c) Buyer acknowledges that having been given a sufficient time to inspect the Property, and to review the Bidder's Due Diligence Package or other material given to the Buyer, Buyer is relying solely on its own investigation of the Property and revenue and expenses that may be received or incurred in arriving at its decision to purchase the Property and has not relied upon any plans, brochures, literature, advertisements, schematics, dimensions, square footage, surveys, maps, illustrations, sketches, projections, representation, warranties, statements or estimates of any nature written, or oral, by Seller, Agent, Broker, Employee, Heritage, or any representative or employee of them, in deciding to purchase the Property. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Buyer in connection with the transaction contemplated by this agreement. Instead, Buyer is relying solely upon Buyer's independent verification of legal, factual and other inquiries, due diligence, inspection, investigation, and findings with respect to the Property, the surrounding area, the Auction, the Terms of Auction, or including without limitation to (i) environmental matters relating to the Property of any portion thereof, (ii) geological conditions, including but not limited to, subsidence, subsurface conditions, fault zones, water table conditions, underground reservoirs (including limitations to the withdrawal of water), (iii) any water, stream, river, flood, hazards, (surface or underground), (iv) drainage issues, conditions or problems, (v) soil conditions including the existence of instability, past soil remediation, soil additions, conditions of soil fill, or susceptibility to landslides or the sufficiency of undershoring, (vi) the zoning or other land use restrictions which the Property or any portion thereof may be subject, (vii) the availability of any utilities to the Property or any portion thereof including without limitation, water sewage, gas, electrical, and services, (viii) usages of adjoining Property, (ix) access to the Property or any portion thereof, (x) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, title, physical or financial condition of the Property, or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights, or claims on or affecting or pertaining to, the Property of any part thereof, (xi) the presence of hazardous materials in or on, under or in the vicinity of the Property, (xii) the condition or use of the Property in compliance of the Property with any or all past present or future Federal, State, or local ordinances, rules, regulations, or laws, building, fire or zoning ordinances, codes or other similar laws, (xiii) the existence or non-existence of underground storage tanks, (xiv) any matter affecting the stability or integrity of the land or improvements which are part of the property, (xv) the potential for further development of the Property, (xvi) the existence of vested land use, zoning or building entitlements affecting the Property and (xvii) the merchantability of the Property or fitness of the Property for any particular purpose (Buyer affirming that Buyer has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Heritage, escrow agent, the Seller or any broker makes no warranty that the Property is fit for any particular purpose).

(d) Seller, any Broker, and Heritage shall not be liable to Buyer for any relief, including, but not limited to, adjustment, allowance, damages, reformation, remediation or rescission, based upon the failure of the Property to conform to any specific condition, expectation, standard, or any third-party documents or information.

(e) Buyer shall look only to Seller, and not to Heritage Escrow Agent, or any broker with respect to all matters regarding the sale of the Property and this Purchase Agreement.

10. TITLE. Buyer acknowledges that they have received and reviewed the Preliminary Title Commitment provided by Seller prior to bidding. At settlement, Seller shall convey to Buyer good and marketable title free of all liens, except as otherwise indicated herein and subject only to such restrictions and easements as shall then be of record which do not affect the use of the property for residential purposes or render the title unmarketable in accordance with the terms and conditions of the auction. Buyer acknowledges and agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the owner's title insurance policy including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; any dues, taxes and assessments will be prorated between and Seller at Closing (iii) public utility easements; (iv) all other easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights of parties in possession; and (vi) all title exceptions referenced in the Title Commitment and the General Warranty Deed (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10 shall also be deemed Permitted Title Exceptions.

11. DISCLOSURES.

(a) LEAD WARNING STATEMENT. If this Property includes pre-1978 residential housing, a lead-based paint disclosure form is attached as Exhibit [C] and to be made part of this Purchase Agreement. In addition, the Seller has provided herein any available records or reports pertaining to the presence of lead-based paint hazards.

(b) MOLD DISCLOSURE AND WAIVER. Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. If applicable, Buyer agrees to execute a "Mold Disclosure and Waiver" ("Mold Waiver") and to be made part of this Purchase Agreement, and has executed this "Mold Waiver" and it is incorporated herein by reference.

(c) RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Texas. Additional information regarding radon and radon testing may be obtained from your county health department.

(d) SEX OFFENDER INFORMATION. Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at www.nsopw.gov. Depending on an offender's criminal history this information will include either the address at which the offender resides or the community of residence and Zip Code in which he/she resides. (Neither Seller, Broker, Heritage, Agent, or their representatives or employees are required to check this website. If Buyer wants further information, the Seller recommends that Buyer obtain information from the registry prior to participating in the auction.)

(e) PROPERTY TAX DISCLOSURE SUMMARY. BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAX ON THE PROPERTY AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS MAY TRIGGER A REASSESSMENT FOR THE PROPERTY THAT COULD RESULT IN HIGHER TAXES BEING ASSESSED TO BUYER. IF YOU HAVE ANY QUESTION CONCERNING VALUATION OR TAXATION OF THE PROPERTY, YOU SHOULD CONTACT THE COUNTY APPRAISAL DISTRICT OFFICE FOR FURTHER INFORMATION.

(f) FLOOD ZONE; ELEVATION CERTIFICATION. Buyer is advised to verify by survey, elevation certificate and the appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating. By execution of this Purchase Agreement the Buyer accepts the existing elevation of the buildings and zone designation of the Property.

(g) TAX WITHHOLDING. Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act [FIRPTA] Internal Revenue Code Section 1445, which may require Seller to provide additional cash at Closing if Seller is a "foreign person" as defined by federal law.

(h) AGENCY DISCLOSURE. HERITAGE REPRESENTS THE SELLER ONLY IN THE SALE OF THIS PROPERTY, AND IS TO BE PAID A FEE BY THE SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN THE SELLER AND THE AUCTION COMPANY. THE AUCTION COMPANY IS NOT ACTING AS AN AGENT FOR THE PURCHASER IN THIS TRANSACTION. ANY THIRD PARTY BROKER/AGENT IS NOT A SUBAGENT OF THE AUCTION COMPANY.

(i) SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

(j) ADDENDUM. Attached as an Addendum hereto are additional notices and disclosures.

12. SURVEY. A recent survey has not been provided on the Property for this sale. Seller is conveying the Property in accordance with the legal description in the recorded plat. Any additional survey shall be at the Buyer's option and expense. If said additional survey shows a greater or lesser number of acres, such survey shall not affect the Seller's obligations under this Agreement and no adjustments will be made to the purchase price.

13. COMMISSIONS & FEES.

(a) BROKERAGE. Buyer warrants and represents that Buyer [] is [] is not represented by a buyer's agent in this transaction. If Buyer

is represented by a buyer's agent, the buyer's agent is: _____ ("Buyer's Agent"). The buyer's agent must have performed all requirements of the agent guidelines and execute a Bidder Registration Agreement provided by Heritage. Failure to properly register or comply with the provisions of the guidelines will disqualify the buyer's agent from receiving any commission. Buyer represents to the Seller that no Agent other than the Seller's Broker or Buyer's Agent as defined in this Paragraph was involved in submitting, showing or selling the Property to Buyer and Buyer hereto agrees to indemnify the Seller and Heritage and escrow agent of all claims by any other party. This provision shall survive the Closing and any termination of this Agreement. (b)BROKERAGE COMMISSIONS & FEES. Upon the Closing of the transaction contemplated herein, Seller shall pay Heritage a fee pursuant to the terms of a separate agreement. A two percent (2%) commission based on the High Bid Price (and excluding the Buyer's Premium amount) will be paid to the qualified, licensed real estate agent representing the Buyer (the "**Buyer's Agent**") provided that such Buyer's Agent and the Buyer have properly and timely executed and delivered to Heritage the Bidder Registration Agreement – Terms & Conditions provided to Bidder (the "**Bidder Registration Agreement**"). In order to receive any commission described in this paragraph, the Buyer and Buyer's Agent must comply with all terms of the Bidder Registration Agreement. Each Bidder and its Buyer's Agent must execute and deliver to Heritage the Bidder Registration Agreement by the deadline stated on the Bidder Registration Agreement. The Bidder Registration Agreement shall become part of this Agreement.

14. BREACH OF CONTRACT. Buyer and Seller are required and agree to make full settlement in accordance with the terms of the Auction Purchase Agreement and acknowledge that failure to do so constitutes a breach hereof. Buyer acknowledges and is aware that financing or inspection period is not a contingency to this Agreement. Buyer shall be liable for payment of the total Escrow Deposit even if not previously paid. If Buyer fails, neglects or refuses to perform Buyer's obligations under this Agreement, or is in Default, Seller may elect to treat this Agreement as cancelled, in which case the total Escrow Deposit shall be non-refundable and is retained in escrow (and dispersed per the escrow instructions) as minimum liquidated damages and Seller shall be entitled to all rights and remedies available at law and in equity. Buyer acknowledges and agrees that under no circumstances shall Seller, Heritage, Broker, or other representative be responsible for Buyer's damages, consequential, actual, punitive, speculative or otherwise. If Seller fails to make full settlement or is in default due to the Seller's failure to comply with the terms, covenants and conditions of the Agreement, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Agreement and/or monetary damages.

15. CASUALTY. Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the date of Closing; thereafter, all risk of loss shall be borne by Buyer. If after effective date of this agreement, but before Closing, the Property is damaged significantly (in the opinion of the Seller) or is destroyed by fire or other casualty or hazard, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Agreement and Buyer's Earnest Money shall be returned as a complete and final settlement to Buyer of all of Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing date to be postponed accordingly.

16. NO RECORDING. Neither this Agreement nor any notice of it shall be recorded in any public records. This Agreement shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Without limiting the survival of any other provisions of this Agreement, the provisions of this Section shall survive any termination of this Agreement.

17. ATTORNEY REVIEW. The parties acknowledge and agree that this is an auction sale and not subject to an attorney review period. The parties further acknowledge and agree that they have been given the opportunity to review this Agreement prior to the auction and that once signed, this Agreement becomes a legally binding Agreement. If you do not understand the effect of this Agreement, consult your attorney prior to participating in the auction. Neither Seller, Heritage, Broker, Escrow Agent or any employee or representative thereof, can provide legal advice.

18. WAIVER OF JURY TRIAL. EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL AND THEY HEREBY DO EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. WITH RESPECT TO ANY MATTER FOR WHICH A JURY TRIAL CANNOT BE WAIVED, THE PARTIES AGREE NOT TO ASSERT ANY SUCH CLAIM AS A COUNTERCLAIMIN, NOR MOVE TO CONSOLIDATE SUCH CLAIM WITH, ANY ACTION OR PROCEEDING IN WHICH A JURY TRIAL IS WAIVED.

19.COSTS AND EXPENSES. A party to this Agreement who is the prevailing party in any legal proceeding or arbitration against any other party brought under with respect to this Agreement, or the transaction contemplated hereby shall be additional entitled to recover court costs, and reasonable attorney's fees, paralegals' fees and costs from the non-prevailing party.

20.NOTICES. Any notice or communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by registered or certified first class mail, courier service, Federal Express or other nationally recognized overnight courier to Seller, Buyer or their respective Attorney. A copy of all notices hereunder shall also be delivered to Heritage and Closing agent.

21. ENTIRE AGREEMENT; AMENDMENT. This written Agreement and Exhibits, Schedules and Addenda attached hereto and made a part of this Agreement signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written Agreements between the parties with respect to the Property. This Agreement may not be amended, altered, modified or

discharged except by an instrument in writing signed by the Buyer, Seller and Heritage.

22. HEADINGS. All headings in this Agreement are inserted for convenience of reference and shall not affect its meaning or interpretation.

23. SEVERABILITY. If and to the extent that any court of competent jurisdiction holds any provision or any part of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement.

24. ASSIGNMENT. Buyer may not assign this agreement or Buyer's rights without prior written consent of Seller. Seller's refusal to consent to an assignment shall not entitle Buyer to cancel this Agreement nor give rise to any claim for damages against the Seller or Heritage. Buyer agrees not to resell the Property to any other registered bidders for a period of 365 days without prior written consent of Seller and Heritage.

25. BINDING EFFECT. The provisions of this Agreement shall bind and inure to the benefit of the Buyer and Buyer's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of the Seller and its successors and assigns.

26. COUNTERPARTS. This Agreement may be executed in multiple counterparts all of which when taken together shall constitute an Agreement with the same force and effect of the original Agreement for the sale of Real Estate under the laws of the governing State.

27. ACKNOWLEDGEMENT. The undersigned ("Buyer"), certifies that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Agreement on behalf of himself or herself. If Buyer is a for-profit entity, non-profit organization, public agency, trust or other entity, then the person(s) executing this Agreement on behalf of such entity and Buyer certify to Seller that such person(s) has(have) the authority to execute this Agreement on behalf of such entity, and that such entity shall be bound by the matters contained herein.

28. EXHIBITS. All exhibits annexed to this Agreement and the documents to be delivered at or prior to the Settlement are expressly made a part of this Agreement as fully as though completely set forth in it.

Exhibit "A" – Preliminary Title Search / Legal Property Description
Exhibit "B" – Sample Warranty Deed
Exhibit "C" – Seller's Property Disclosures

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement, as of the day and year first above written

SELLERS:

Signature

Date

Social Security #

Signature

Date

Social Security #

BUYER:

Signature

Date

Print Name

Social Security #

BUYER:

Signature

Date

Print Name

Social Security #

REAL ESTATE BROKER OF RECORD:

Signature

Date

Print Name

State and License #

HERITAGE:

Signature

Date

Print Name

Title

SAMPLE BANK LETTER OF GUARANTEE

HERITAGE

A U C T I O N S

LUXURY REAL ESTATE

Auctioneer Mike Sadler: TX #16129; CA #RSB2006814; FL #AU3795; IL # 441001478; MA #03121; NYC #1304630; OH #2014000075; Thania Kanewske FL #AU4656; Marina Medina TX #17512; Nate Schar TX #17365; Nate Schar, a real estate broker licensed under the laws of the State of California-License # 01879044; James Ivy, a real estate broker licensed under the laws of the State of Texas – License No. 472843. Thania Kanewske, a real estate broker licensed under the laws of the State of Florida-License # 3044330.

SAMPLE BANK LETTER OF GUARANTEE

Please be advised, this letter must be on official bank stationery in order to be considered.

Date

Heritage Auctions
3500 Maple Ave, 17TH Floor
Dallas, TX 75219
Phone: 214-409-1603
Fax: 214-409-2603

Attention: Auction Manager

RE: 3525 Turtle Creek Blvd Sample Bank Letter of Guarantee

Mr./Mrs./ _____ is a customer of our bank and plans to attend your event in Dallas, TX 75219 on November 15, 2017. Please be advised that (Name of Bank) _____ will irrevocably honor and guarantee payment on any check(s) written by Mr./Mrs. _____ up to the amount of \$ _____ and drawn on account number _____. This commitment to assure payment on aforementioned account number expires on (seven business days after the auction date). Should you have any questions, please contact _____ (Bank Contact) at _____ (Contact Phone).

Sincerely,

(Bank Officer Signature)

Name of Bank Officer

Title

BIDDER REGISTRION –TERMS AND CONDITIONS

HERITAGE AUCTIONS LUXURY REAL ESTATE

BIDDER REGISTRATION AGREEMENT – TERMS AND CONDITIONS
AUCTION FOR: 3525 TURTLE CREEK BLVD, UNIT 17B, DALLAS, TX 75219
WEDNESDAY, NOVEMBER 15, 2017

1. Introduction. _____ (“**Seller**”) are the owners of the property located at **3525 Turtle Creek Blvd, Unit 17B, Dallas, TX 75219** (the “**Property**”). Seller has retained Heritage Luxury Property Auctions, Inc., a Texas corporation (“**Heritage**”), to sell the Property pursuant to this auction (the “**Auction**”). Heritage is conducting the Auction through its licensed real estate broker, James Ivy: #472843 (“**Broker**”) and licensed auctioneer (the “**Auctioneer**”).
2. Bidder Registration. Bidders must register for the Auction by executing and delivering this Agreement. The form may be submitted in person, by DocuSign, by fax to (214) 409-2457, or emailed to LuxuryEstates@HA.com prior to the Auction. Upon registering, Bidder will be provided with a bidding number in order to participate in the Auction and bid on the Property. Bidder’s bidding number must be presented when a Bidder is declared by Auctioneer to have placed the Winning Bid. By providing advance written notice to Heritage, a Bidder may appoint a representative to place bids at the Auction on Bidder’s behalf. Any person bidding on behalf of a Bidder must sign the proxy bidder card and registration paperwork and be approved by Heritage prior to the Auction. With Heritage’s prior approval, a Bidder (or its representative) may place bids at the Auction by telephone.
3. Lender Approval. Bidder must be pre-approved for loan amount by a lender from among Heritage’s chosen lenders (“**Lender**”), or Bidder must provide a bank letter guaranteeing a Purchase Price. The Bidder must deliver to Heritage, in order to bid, a pre-approval commitment from the Lender for the amount Bidder intends to bid or the Letter of Credit prior to the commencement of the Auction.
4. Auction. The Property is more particularly described in the due diligence package concerning the Property previously furnished to each Bidder (the “**Due Diligence Package**”). The Property is subject to a Reserve. The Property shall not be sold if bidding does not equal or exceed the Reserve. Seller may waive the Reserve at any time prior to the fall of the hammer. If the bid on the Property meets or exceeds the Reserve, Seller shall be deemed to have accepted the highest bid (the “**Winning Bid**”) from a qualified bidder (the “**Buyer**”) without limiting condition as to the amount of the high bid or the nature of the Buyer. Following the conclusion of the auction, Seller and Buyer shall execute the Auction Purchase Agreement relating thereto, the form of which is included in the Due Diligence Package (the “**Purchase Agreement**”). An amount equal to ten percent (10%) of the Winning Bid (the “**Buyer’s Premium**”) will be automatically added to the Winning Bid to be paid by Buyer. The Buyer’s Premium shall not be considered a real estate commission. The Buyer’s Premium is a fee charged by Heritage to the Buyer for Heritage’s work in bringing the Property to auction. All bids placed by Bidder in the Auction shall be binding on Bidder. Buyer’s purchase of the Property shall not be conditioned or contingent upon Buyer obtaining financing and shall close within thirty (30) days of the Auction. The Purchase Price for the Property shall be paid by Buyer in cash. All decisions of the Auctioneer are final as to the methods of bidding, disputes among Bidders, increments of bidding, and any other matters regarding the auction process that may arise before, during, or after the Auction. The Auctioneer reserves the right to deny any person admittance to the Auction or expel anyone from the Auction who attempts to disrupt the Auction. The Auctioneer reserves the right to announce additional terms and conditions of the sale of the Property prior to or during the course of the Auction. All announcements made at the Auction shall supersede any conflicting prior oral or printed statements.
5. Property. If the Bidder places the Winning Bid, Bidder and Seller shall execute a Purchase Agreement pursuant to which Seller will agree to convey the Property to Bidder by warranty deed, free and clear of all liens and encumbrances, except for the liens and encumbrances specified in the title commitment (the “**Title Commitment**”) and warranty deed (the “**Deed**”) provided pursuant to the Purchase Agreement. Buyer will purchase the Property subject to, and the closing of the purchase of the Property by Buyer pursuant to the Purchase Agreement shall not be conditioned on, any state of facts an accurate survey or personal inspection of the Property may reveal, any existing rights-of-way, easements, encroachments, rights or claims of parties in possession, restrictive and protective covenants, flood zones, zoning or subdivision regulations, building ordinances, governmental agencies regulations, environmental conditions, hazardous materials, leases or tenancies, any mineral rights, and all title exceptions as set forth in the Title Commitment and Deed.
6. INSPECTION RECOMMENDED; DISCLAIMER. **PERSONAL ON-SITE INSPECTION OF THE PROPERTY IS RECOMMENDED AND BIDDER IS ADVISED TO INDEPENDENTLY VERIFY ALL INFORMATION BIDDER MAY DEEM IMPORTANT. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE PURCHASE AGREEMENT, THE PROPERTY IS BEING SOLD “AS IS, WHERE IS” AND “WITH ALL FAULTS” AND HERITAGE, SELLER AND AUCTIONEER HAVE NOT MADE, DO NOT MAKE AND WILL NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED OR STATUTORY, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ITS VALUE, CONDITION, SQUARE FOOTAGE, SUITABILITY, MERCHANTABILITY, OPERABILITY, ZONING OR SUBDIVISION REGULATIONS, MINERAL RIGHTS, ENVIRONMENTAL CONDITION OR FITNESS FOR A PARTICULAR USE OR**

Buyer Initials _____

PURPOSE. NO GUARANTEES ARE GIVEN AS TO THE AVAILABILITY OF UTILITIES OR ACCESSES, OR ALLOWABLE OR PERMITTED USES ON THE PROPERTY.

7. Property Inspection. All information contained in the auction brochure, the Due Diligence Package and all promotional materials, including, but not limited to, photographs, directions, acreage, square footage, dimensions, zoning, maps in the brochure and other maps used for promotion, environmental conditions, taxes, etc., was provided by or on behalf of Seller and the tax assessor's office, and is believed to be correct; however, neither Seller nor Heritage nor Auctioneer makes any promise, representation, guarantee, or warranty as to the accuracy or completeness of such information. There is no obligation on the part of Seller, Heritage or Auctioneer to update any information. Buyer and its representatives shall be responsible for verifying all acreage and square footage amounts of the Property. The Property has not been surveyed for this Auction. Seller will convey the Property in accordance with the legal description contained in the Deed. Buyer should retain its own professionals to conduct and/or verify any survey of the Property. Should Buyer desire a survey, it shall be at Buyer's option and expense. Should the final survey show a greater or lesser number of acres than recited on the survey sales map, it will not affect the purchase and no adjustment will be made to the Purchase Price of the Property. Certain disclosures concerning the Property are attached hereto as Schedule B.
8. Earnest Money Deposit. If Bidder is declared by the Auctioneer to have placed the Winning Bid, Bidder shall deliver at the end of the Auction to an escrow agent designated by Heritage (the "**Escrow Agent**") an earnest money deposit in an amount equal to at least ten percent (10%) of the of the sum of the Winning Bid and the Buyer's Premium (the "**Earnest Money Deposit**"), less an amount equal to the Bid Deposit. The Earnest Money Deposit may be paid by wire transfer, by certified check or by personal check. If Bidder places the Winning Bid by Telephone, the Earnest Money Deposit must be delivered by wire transfer of immediately available funds to Escrow Agent within 24 hours following the end of the Auction.
9. Purchase Agreement. If Bidder is declared by the Auctioneer to have placed the Winning Bid, Bidder shall immediately execute and deliver the Purchase Agreement. NO CHANGES BY BUYER TO THE PURCHASE AGREEMENT WILL BE PERMITTED. If for any reason the Buyer fails or refuses to deliver the Earnest Money Deposit or to execute the Purchase Agreement immediately after being declared by Auctioneer to have placed the Winning Bid, Seller and Heritage reserve the right to declare the Bidder's rights with respect to the Auction and the Property forfeited and may resell the Property and retain the Bid Deposit as liquidated damages. Neither Seller, Heritage nor any of their respective brokers or representatives is making any representation or warranty as to the manner in which the Auction will be conducted. The Purchase Agreement shall incorporate the terms of this Agreement.
10. Closing. The closing of the purchase and sale of the Property pursuant to the Purchase Agreement shall occur on or before December 15, 2017 or on such other date as provided in the Purchase Agreement (the "**Closing**"). All deposits and down payments made by Bidders and Buyer shall be held by the Escrow Agent in a non-interest bearing escrow account. Heritage shall not be involved in any way with the closing of any real estate transaction. The Closing will be handled exclusively by third-party real estate professionals.
11. Closing Costs. At Closing, all ad valorem taxes and any other applicable taxes and fees (including, without limitation, any county and fire district taxes) for the Property shall be prorated between Buyer and Seller based upon the applicable number of days the Property is owned by Seller versus owned by Buyer. Seller will pay the fee for the preparation of the cost of preparing legal documents to transfer the Property and to release any liens or encumbrances on the Property to allow conveyance to the Buyer in accordance with the Purchase Agreement. Buyer shall pay all other closing costs, including (without limitation) Deed recording fees, any applicable transfer taxes and/or deed stamps, and all title searches, title insurance and surveys.
12. **DISCLAIMER REGARDING HERITAGE AND AUCTIONEER. BIDDER AND BUYER SHALL LOOK ONLY TO SELLER AS TO ALL MATTERS REGARDING THE AUCTION, THE PROPERTY AND THE PURCHASE AGREEMENT, AND HERITAGE LUXURY PROPERTY AUCTIONS, INC., AUCTIONEER AND THEIR RESPECTIVE AFFILIATES AND REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PROPERTY AND SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY TO BIDDER, BUYER, ANY BROKER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE AUCTION, THE PROPERTY OR THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CLAIM RELATING TO SELLER'S BREACH OF THE PURCHASE AGREEMENT. ANY THIRD PARTY BROKER IS NOT A SUBAGENT OF HERITAGE OR ANY OF ITS AFFILIATES OR REPRESENTATIVES AND NONE OF HERITAGE OR ANY OF ITS AFFILIATES OR REPRESENTATIVES SHALL HAVE ANY OBLIGATION WHATSOEVER TO MAKE ANY PAYMENT TO ANY BROKER.**
13. AUCTIONEER DISCLOSURE. **THE AUCTIONEER IS ACTING EXCLUSIVELY AS THE AGENT FOR SELLER IN THIS TRANSACTION AND IS TO BE PAID A FEE BY SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN SELLER AND THE AUCTIONEER. THE AUCTIONEER IS NOT ACTING AS AGENT IN THIS TRANSACTION FOR THE BIDDER OR BUYER OR ANY BROKER. ANY THIRD PARTY BROKER IS NOT A SUBAGENT OF AUCTIONEER AND AUCTIONEER SHALL HAVE NO OBLIGATION WHATSOEVER TO MAKE ANY PAYMENT TO ANY BROKER.**
14. Bidder's Representations and Warranties. Bidder hereby represents and warrants that: (a) Bidder is in no way, shape, or form bidding on behalf of Seller, or for Seller's benefit, (b) Bidder has no personal, business, or other relationship with the Seller, (c) Bidder has the financial resources necessary to complete the timely acquisition of the Property, as and when required, pursuant to this Agreement and the Purchase Agreement, at the bid price offered by the Bidder, plus the required Buyer's Premium, (d) Bidder is of legal age and has full legal capacity and authority to understand, execute and deliver this Agreement, (e) Bidder has received and carefully reviewed and understood, prior to the execution of this Agreement, the Due Diligence Package and all of the materials included therein, (f) Bidder has been given the opportunity to obtain all professional testing and inspection of the Property, (g) Bidder has independently inspected and reviewed the

Buyer Initials _____

Property, including (without limitation) the following matters regarding the Property: (i) the title of Seller to the Property; (ii) the condition and state of repair and/or lack of repair of all improvements on the Property; (iii) the existence and condition of any and/or all personal property at the Property; and (iv) the nature, provisions and effect of all health, fire, environmental, building, zoning, subdivision and all other use and occupancy laws, ordinances and regulations applicable to the Property.

15. **Bidder's Acknowledgements.** Bidder acknowledges and agrees that Bidder is fully and solely liable for the deposits required under this Agreement, and the full Purchase Price of the Property should Auctioneer declare that Bidder has placed the Winning Bid. Bidder further acknowledges and agrees that: (a) **EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE PURCHASE AGREEMENT, THE PROPERTY WILL BE SOLD "WHERE IS" IN AN "AS IS" CONDITION WITH NO WARRANTY, EXPRESS OR IMPLIED, ABOUT SUCH CONDITION AND BIDDER ACCEPTS ALL DEFECTS REGARDING THE PROPERTY, BOTH APPARENT AND LATENT, AT BIDDER'S OWN, ABSOLUTE AND EXCLUSIVE RISK,** (b) none of Heritage employees or Auctioneer or any of their respective representatives will have any liability or obligation whatsoever for the physical condition of the Property or for any inaccuracy in or omission from any written information and materials regarding the Property, including, but not limited to, inaccuracies made in reports drafted by third parties, such as title reports, surveys and environmental reports, or changes concerning the Property between the date of such reports, surveys, written information and materials and the date hereof, (c) because of the pace of the Auction bidding, Auctioneer is not able, and therefore not obligated, to recognize nor record each of the Bidders at any bid level during open outcry except the high bidder, and (d) any collusion between Bidders is strictly prohibited by this Agreement and applicable law.

16. **Remedies.** In the event the bidder is awarded the Property as having placed the Winning Bid and thereafter fails to Close the Purchase within the time stated hereinabove through no fault of the Seller, all deposit bidder has made into escrow shall be awarded to Heritage up to an amount equal to 5% percent of the Winning Bid. Seller may elect to commence such actions as the Seller has for breach of Contract including voiding the sale. If the sale is voided Heritage shall retain the Buyer's escrowed deposits. If the Seller shall not close the Property through no fault of the Buyer, Heritage is released from any and all claims pertaining to the Seller's default. Additionally, Heritage is not obligated to take any action against the Seller for the Seller's breach.

BINDING ARBITRATION SHALL BE THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES, CLAIMS OR CONTROVERSIES, WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE, BETWEEN THE PARTIES HERETO ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE AUCTION (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF DAMAGES, OR THE CALCULATION OF ANY OTHER AMOUNT OR BENEFIT DUE) (COLLECTIVELY, "DISPUTES"). THE PARTIES WAIVE THE RIGHT TO ADJUDICATE THEIR DISPUTES UNDER THIS AGREEMENT OUTSIDE THE ARBITRATION FORUM PROVIDED FOR IN THIS AGREEMENT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. IF PARTY COMMENCES AN AUCTION PERTAINING TO A DISPUTE, THE COURTS HAVING EXCLUSIVE JURISDICTION OF SUCH AN ACTION ARE THOSE SITTING IN THE COUNTY OF DALLAS, STATE OF TEXAS. THE PARTIES EACH WAIVE THE RIGHT TO A JURY TRIAL. IN THE EVENT THAT THE DISPUTES ARE DETERMINED EITHER IN ARBITRATION OR COURT, THE PREVAILING PARTY SHALL BE AWARDED THEIR REASONABLE ATTORNEY FEES. A PREVAILING PARTY IS ONE THAT PREVAILS ON A MAJORITY OF THE CLAIMS OR THE DEFENSE OF SUCH CLAIM.

17. **Buyer's Agent Registration.** A two percent (2%) commission/fee based on the Winning Bid Amount (and excluding the Buyer's Premium amount) will be paid to the qualified, licensed real estate agent representing the Buyer (the "**Buyer's Agent**") provided that such Buyer's Agent and the Buyer have properly and timely executed and delivered to Heritage this Agreement and submitted Bid Deposit. In order to receive any commission described in this paragraph, the Buyer and Buyer's Agent must comply with all terms of this Agreement. Each Bidder and its Buyer's Agent must execute and deliver to Heritage this Agreement by the deadline stated. This Agreement shall be incorporated into the Purchase Agreement. Commission will be paid only upon final closing, title transfer and when Property has been settled in full. No commission/fee will be paid on any non-arm's length transaction involving Agent or any member of the Agent's immediate family, or business. AGENT ACKNOWLEDGES THAT HE/SHE IS NOT A SUBAGENT OF HERITAGE, AND THE CLIENT ACKNOWLEDGES THAT AGENT IS WORKING ON BEHALF OF THE CLIENT AS A BUYER'S AGENT.

In order to be entitled to a commission/fee, the Agent must:

- a) Represent and warrant that Agent: (i) is a licensed real estate Agent/Broker in the state in which the Property is located, and (ii) shall fully abide by the National Association of Realtors'® Code of Ethics.
- b) Must inspect the Property with the client during Heritage's listing term, attend the auction to reinforce value and encourage bidding.

Heritage is not acting in any capacity as an Agent/Broker for any Bidder; nor acting in any capacity as an Agent/Broker for the Seller.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed effective as of the date first above written.

Bidder Name:	
Signature:	Date:
Mailing Address:	City, State, Zip:
Phone Number:	Email:

Buyer Initials _____

Last 4 of Social Security Number:	
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Agent Name:	Firm:
Signature:	Mailing Address:
License Number:	City, State, Zip:
Date:	Phone and Email:

Buyer Initials _____