

**WOODHILL MEDICAL PARK CONDOMINIUM ASSOCIATION**  
**8305 WALNUT HILL LANE #205**  
**DALLAS, TX 75231**  
**214-696-8856**

**CONSTRUCTION RULES AND REGULATIONS**

**Changes, repairs, additions or alterations to a Unit (collectively the “improvements”) may not be made until the plans and specifications showing the nature, shape, height, color, materials and location of same within the Unit shall have been submitted to and approved in writing by the Association.** All improvements shall be constructed only in accordance with the approved plans, provided that minor cosmetic improvements (such as painting of interior walls) that are not visible from the outside of the building, do not affect any of the Common Elements, and do not cause any noise, nuisance or other disturbance, may be undertaken without such approval. All approvals by the Association are subordinate to and subject to the provisions of the Association’s First Amended and Restated Condominium Bylaws.

All inquiries concerning these Rules and Regulations or any modification of approved plans or specifications must be addressed to the Association Manager. Business hours are 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays.

The following Rules and Regulations may be amended or modified from time to time by the Board of Directors. Compliance with the Rules and Regulations, and Association approval of any plans or specifications are not substitutes for compliance with any applicable city, county, state or federal law, rule, regulation, ordinance, code or similar requirement. Notwithstanding Association approval of any plans and specifications, each Owner is responsible for obtaining all licenses, permits and other approvals as may be required for installation of the improvements and to insure that all improvements are compliant with existing electrical, plumbing, heating, cooling and other common systems.

**A. PRE-CONSTRUCTION:**

1. A meeting with the Association Manager shall be scheduled prior to any construction activity or delivery of construction materials. In some instances, a pre-bid meeting is recommended to ensure that all encumbrances (such as hard ceilings, duct ways between floors and similar impediments) are clearly noted prior to final drawings.
2. All building and other permits which may be required shall be obtained in a timely manner and shall be posted at the work site and shall remain posted until completion of the construction.
3. Any issues concerning construction related insurance shall be resolved at a pre-construction meeting, including without limitation, retainage or waivers of mechanics liens, workman’s compensation, commercial general liability and automobile liability insurance. Any such insurance shall

list the Association as an additional insured. The Association reserves the right to require any insurance it deems necessary to protect the interests of the Association or its Owners.

4. Upon approval of the plans and specifications by the Manager, Owner agrees to, and does hereby, indemnify and hold harmless the Association, other owners and their tenants from and against all loss, waste, claims and damage to the Common Elements or against the Association arising out of, or connected with, the construction.

5. All keys and access cards shall be for the unit only and shall be distributed through and at the sole risk and expense of the Owner. Owner shall furnish the Manager in writing with the name of each contractor, or employee receiving such keys or cards prior to distribution, and Owner shall be responsible for repossessing same at or prior to completion of the construction.

## **B. GENERAL REQUIREMENTS**

1. There shall be no obstruction of the Condominium Common Elements, and no contractor vehicles, trailers or other personal property shall be stored on or allowed to remain for a period of more than ten (10) hours on any part of the Common Elements without prior written consent from the Association. All contractor vehicles and trailers shall be parked only in areas designated by the Association and may not extend out into the driving lane. The Common Elements of the Association shall not be used as a staging area for construction without the prior written consent of the Manager. Construction shall not create any nuisances to other owners or tenants during business hours. Construction that involves noise or odors is considered a nuisance and, if permitted, must be done after business hours or on weekends.

2. Nothing shall be done or kept on the Condominium Property that would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body or the Association, or which would increase the rate of insurance on the Condominium Property, the Association or any Unit thereof.

3. Noxious, destructive or offensive activity shall not be permitted on the Condominium Property and no damage or waste to the Condominium Common Elements shall be carried on or permitted.

4. No signs, advertising posters, billboards or similar circular, handbill or publication of any kind shall be erected, placed or permitted to remain on the Condominium Property without the prior written consent of the Association.

5. No rubbish, trash and garbage (collectively the "trash") shall be placed on or in the Common areas and all trash shall be removed regularly from the Unit and not allowed to accumulate therein. Construction trash shall be promptly removed from the Condominium Property and shall not be placed in Association receptacles, unless, and to the extent designated in writing by the Association. All hallways are to be kept clear of trash, building materials and tools.

6. Owner shall not do or permit others to do any act that would impair the structural integrity or soundness of another Unit or any utility serving another Unit, including without limitation, utility lines,

pipes, wires, vents, ducts, flues, conduits or systems. A "Unit" is described generally as the interior surface of the perimeter walls and ceiling and the upper surface of the floor. Load bearing walls, columns, beams and supports are excluded as are plumbing, HVAC, lighting, electrical wiring and other equipment located outside the Unit, unless servicing the Unit exclusively. See article 1.20 of the Association's First Amended and Restated Condominium Bylaws for a detailed description of a "Unit".

7. Unless otherwise approved in writing by the Association, all windows which are part of a Unit shall have window treatments and any portion visible from outside the Unit shall be white or off-white in color.

8. The interruption of any utilities shall be at the sole expense of the Owner and must have the prior written consent of the Manager. A representative of the Manager must be present at the time of the interruption.

9. Tools, ladders, mops, vacuums, or other equipment or supplies of the Association may not be borrowed, loaned or otherwise used in the construction.

10. Any element of construction that may need access in the future shall not be blocked or hidden, including but not limited to water valves, electric J boxes, light fixture covers, and HVAC equipment.

11. Deadbolt and lockset keying shall be coordinated with Alan Goodson or such other person as the Manager may appoint. Lock keyways shall be Schlage SC1.

12. Door closers shall not be installed on the common area side of a door.

13. Elevators, walls and floors shall be protected from damage at all times. Any damage that occurs shall be repaired at Owners expense.

14. Management must receive written notice prior to Owner placing any phone, communication, fire system or other equipment (excluding cabling) above the ceiling. Any such placement must not interfere with any Association equipment or wiring in such space.

15. Extra ceiling tiles shall not be left or stored above the ceiling.

16. Light fixtures, a/c boots, speakers and similar items should not rely on the ceiling tile for support. Owner should use brackets to distribute the weight to the ceiling grid. Ceiling tiles damaged or sagging due to any Owner installation of any such items will be replaced at Owner's expense.

17. Ceiling insulation is required on second floor Units.

18. All branch circuit changes shall be labeled at the electric panel servicing same. All changes in load upgrade or other modification to the load shall be at sole expense of Owner.

19. All abandoned ductwork, wiring, fixtures, pipes, conduit, smoke detectors and other items shall be removed.

20. Each thermostat location shall have a “common” transformer connection available at the thermostat. Thermostats shall not be of a “programmable” type. Electric heat shall be the same voltage and phase as the equipment it is replacing. Management will supply an Energy Management interface relay and assist in correct installation of the relay.
21. All A/C roof units shall have sight glass with moisture indicator near the condensing units and all condensing units shall be designed to operate TXV devices.
22. Air handler units (“AHU”) shall allow access to all service panels. Plumbing, structural members, electrical and ductwork shall not interfere with access to a Unit. Electrical disconnects are not to be mounted in any position that will interfere with access to a unit and shall be within reach of the AHU. Each AHU shall be positioned to be accessible from below and not above Owner/ tenant critical areas. All replacement or new systems must be Heat Pumps.
23. The use of environmental air conditioning to cool servers and other equipment is not permitted. Equipment needing 24/7 cooling must have air conditioning that is dedicated to serve such equipment only. All such dedicated Equipment shall be installed and maintained, including operating costs, at Owner’s sole expense, and may not interfere with Association provided heating and air conditioning systems.
24. Secondary pans are NOT required. If secondary pans are installed, they must be installed to drain independent of the primary drain.
25. Sheet metal ductwork shall be made airtight with duct mastic and mat not rely on duct tape.
26. All return air filters shall utilize factory standard sizes. An AHU built in rack shall only be acceptable if it uses factory standard sizes.
27. Filter access shall not be blocked or interfered with and shall allow full removal of the filter.
28. Fasteners shall be captive; and all ductwork dampers must be identified with red surveyor tape.
29. All drains shall pitch away from the AHU at one-eighth inch per foot. All traps shall be below pan level by two inches, and shall be formed as one piece and not field built.
30. If pitch is insufficient to allow proper drainage, a pump may be used. The pump must disconnect control voltage to AHU in the event of an overflow condition or pump failure.
31. Each condensation drain shall run independently.
32. Valves and stops located in the ceiling shall have an ID tag to identify the media and area supplied.
33. Wall switches controlling owner or tenant equipment, such as suction pumps, water solenoids and air compressors, shall be distinct to prevent the switch from being mistaken for a light switch.

34. Hands free faucet repairs are the sole responsibility of the Owner. Hot water is supplied by the Association.

35. All fire detection systems shall comply with current codes. During construction, fire detection systems shall be protected from false alarms. All false alarms shall be charged back to the Owner.

36. All modifications to a fire safety system are at the sole expense of the Owner.

The Association retains the right with regard to any construction to require an Owner to correct any failure to comply with these Rules and Regulations, at Owner's sole expense. If Owner fails to promptly correct any such failure, the Association reserves the right to make such corrections as it deems appropriate and the full cost thereof shall be charged to Owner as an additional assessment.

The Association's Board of Directors has the right to amend or otherwise modify these Rules and Regulations from time to time.

Adopted as of the 1<sup>st</sup> day of September, 2017.

Woodhill Medical Park Condominium Association

Reviewed, accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Owner