

**THIRD SUPPLEMENT  
TO  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
SOCO URBAN LOFT CONDOMINIUMS  
[Amended and Restated Elevator Policy]**

STATE OF TEXAS           §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS       §

**THIS THIRD SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SOCO URBAN LOFT CONDOMINIUMS** (this “Third Supplement”) is made this 10 day of February, 2021, by SoCo Urban Loft Condominium Association, Inc. (the “Association”).

**WITNESSETH:**

**WHEREAS**, SoCo Urban Loft Condominiums, Ltd. (“Declarant”) prepared and recorded an instrument entitled “Condominium Declaration for SoCo Urban Loft Condominiums” on or about August 1, 2005, at Volume 2005148, Page 00158 *et seq.* of the Real Property Records of Dallas County, Texas (the “Declaration”); and

**WHEREAS**, the Association is the property owners’ association created by the Declarant to manage or regulate the condominium regime covered by the Declaration, which project is more particularly described in the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners’ association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the country in which the condominium regime is located; and

**WHEREAS**, on or about January 9, 2019, the Association filed a Notice of Filing of Dedicatory Instruments as Document No. 201900007899 of the Real Property Records of Dallas County, Texas (the “Notice”); and

**WHEREAS**, on or about April 17, 2019, the Association filed a First Supplement to the Notice of Filing of Dedicatory Instruments as Document No. 201900094997 of the Real Property Records of Dallas County, Texas (the “First Supplement”); and

**WHEREAS**, on or about August 7, 2020, the Association filed a Second Supplement to Notice of Filing of Dedicatory Instruments as Instrument No. 202000205666 of the Real Property Records of Dallas County, Texas (the “Second Supplement”); and

**WHEREAS**, the Association desires to replace the “Freight Elevator Usage (Move In/Move out and Delivery Policy)” recorded by the Notice with the “Amended and Restated Elevator Policy” attached hereto as **Exhibit “A”** in the Real Property Records of Dallas County.



**Exhibit "A"**

Amended and Restated Elevator Policy



## AMENDED AND RESTATED ELEVATOR POLICY

The Freight Elevator must be reserved for the following events and **only** the Freight Elevator can be used for:

- Moving into a unit (move-ins).
- Moving out of a unit (move-outs).
- The delivery of appliances (including, but not limited to, refrigerators, dish washers, stoves, washers and dryers, hot water heaters, AC units).
- Small or large boxes being carried on a dolly, hand truck, or cart managed by more than one (1) person.
- The delivery or removal of vendor/contractor's materials (including, but not limited to plumbing, fixtures, sheetrock, tile, lumber, construction debris, etc.).
- Large furniture requiring two (2) or more individuals to carry or move (with or without a dolly, hand truck, or cart).

### Move-In, Move-Out

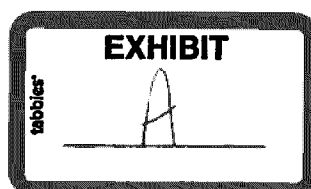
For this policy, move-ins and move-outs are defined as the transportation of personal items, furnishings, and other effects for the purposes of occupying a unit or ending the occupancy of a unit by one or more individuals. The transportation of items may include: moving items into or out of a unit that require a truck (either self-owned, rented, or provided by a moving company); moving items over multiple trips regardless of vehicle type; or moving items that require more than one (1) individual to complete the task.

### Reserving Freight Elevator

Freight elevator reservations are first-come, first-serve. Each owner is responsible for confirming that the freight elevator is available for their delivery, contractor, or move. If the elevator is already reserved by another party, the Association is not obligated to compel another owner/tenant to allow a delivery or contractor/vendor access during their reservation window.

Freight elevator reservations are limited to 3-hour slots. Reservations between Monday to Friday from 9:00 AM to Noon or 1:00 PM to 4:00 PM require a \$500 deposit. Reservations on the 2<sup>nd</sup> Saturday of the Month between 9:00 AM and Noon require a \$500 deposit and a \$500 Elevator Fee to offset the cost of additional maintenance personnel.

Upon arriving, the owner or moving/delivery personnel should come to the front desk to make staff aware of their arrival so the elevator can be set up and appropriate access granted through the parking garage.



### **Deposit and Fines**

A refundable deposit of \$500 is due at the time a reservation is made for the freight elevator. The deposit must be made with a check or money order for move-ins and a cashier's check or money order for move-outs. The deposit is required and deposit funds will be used if the elevator or common elements are damaged and must be repaired, or if the move-in, move-out, or delivery exceeds the reserved time slot. All or a portion of the deposit may be returned after an inspection is conducted by a member of the management staff. Deposits will be returned within 10 business days or can be kept on file, if requested.

Anyone that goes outside of their reserved time slot is subject to loss of part or all of their deposit, even if there is no physical damage to the common areas or elevators. Interior Lobby Doors may not be propped open and doing so can be cause for a portion of your deposit to not be returned.

For move-ins, move-outs, or deliveries extending 11-30 minutes past the reserved time slot, the fine is \$125. For move-ins, move-outs, or deliveries extending 31-60 minutes past the reserved time slot, the fine is \$250. For move-ins, move-outs, or deliveries extending 61 or more minutes past the reserved time slot, the fine is \$500.

Move-ins, move-outs, or deliveries conducted without an elevator reservation and the proper documentation are subject to a \$500 fine, in addition to any possible maintenance charges for damages that may have occurred during the unauthorized use.

### **Additional Guidelines**

All move-ins and move-outs must be scheduled with and approved by the management office.

An owner, resident, or authorized representative must be present for move-in, move-out, or deliveries.

It is the owner's duty to notify his movers of the reserved time slot and to make them aware of the Association's policies regarding move-ins, move-outs, and deliveries.

Management reserves the right to ask moving personnel to leave the property and/or deny future access to ensure orderly move-ins and move-outs.

No Move-in will be permitted until written verification of a change of ownership or a signed lease/background check has been received by the Management Office and all other requirements as stated in the condominium information statements/accepted polices are met.

### **Parking and Accessibility:**

Moving trucks and vans are permitted to park in designated areas only and must not park in front of garage gates or obstruct any parking areas.

Upon arriving, the owner or moving personnel should come to the front desk to make staff aware of their arrival so the elevator can be set up and appropriate access granted through the parking garage.

Lobby doors to the front of the building or leading to the parking garage may not be propped open. Moved items may not be brought through the lobby/front doors.

Owners or tenants may provide a copy of their driver's license in exchange for a mover's fob.

PODS or stationary storage units are not permitted on premises.

**Do I Need To Schedule The Elevator?**

Situation	Yes	No
Delivery of appliances (refrigerator, washer/dryer, etc.)	X	
Delivery of hot water heater or AC	X	
Delivery of contractor's construction materials	X	
Delivery of large furniture requiring 2 people to carry or move (with or without a dolly, hand truck, or cart)	X	
Move-In or Move-Out	X	
Deliveries by Amazon, Fedex, UPS, etc.		X
Small furniture that a single person can carry		X
Small furniture that can fit on a single dolly, hand truck, or cart managed by only one (1) person		X
Small or large boxes being carried on a dolly, hand truck, or cart managed by only one (1) person		X
Groceries		X
Bringing bulk trash items down to the bulk trash area		X
Construction materials purchased by the owner for them to install		X

**O/R Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Unit:** \_\_\_\_\_ **Office:** \_\_\_\_\_

**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202100042429

eRecording - Real Property

Recorded On: February 11, 2021 09:05 AM

Number of Pages: 7

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**" Examined and Charged as Follows: "**

Total Recording: \$46.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202100042429  
Receipt Number: 20210211000150  
Recorded Date/Time: February 11, 2021 09:05 AM  
User: Lynn G  
Station: CC21

**Record and Return To:**

Simplifile



**STATE OF TEXAS  
COUNTY OF DALLAS**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX

**FOURTH SUPPLEMENT  
TO  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
SOCO URBAN LOFT CONDOMINIUMS  
[Amended Plumbing or "Wet" Work/Repair Requirements;  
Amended Water Problems and Plumbing Damage Notice]**

STATE OF TEXAS           §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS    §

**THIS FOURTH SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SOCO URBAN LOFT CONDOMINIUMS** (this "Fourth Supplement") is made this 27<sup>th</sup> day of June 2023, by SoCo Urban Loft Condominium Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, SoCo Urban Loft Condominiums, Ltd. ("Declarant") prepared and recorded an instrument entitled "Condominium Declaration for SoCo Urban Loft Condominiums" on or about August 1, 2005, at Volume 2005148, Page 00158 *et seq.* of the Real Property Records of Dallas County, Texas (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the condominium regime covered by the Declaration, which project is more particularly described in the Declaration; and

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

**WHEREAS**, on or about January 9, 2019, the Association filed a Notice of Filing of Dedicatory Instruments as Document No. 201900007899 of the Real Property Records of Dallas County, Texas (the "Notice"); and

**WHEREAS**, on or about April 17, 2019, the Association filed a First Supplement to the Notice of Filing of Dedicatory Instruments as Document No. 201900094997 of the Real Property Records of Dallas County, Texas (the "First Supplement"); and

**WHEREAS**, on or about August 7, 2020, the Association filed a Second Supplement to Notice of Filing of Dedicatory Instruments as Instrument No. 202000205666 of the Real Property Records of Dallas County, Texas (the "Second Supplement"); and

**WHEREAS**, on or about February 11, 2021, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments as Instrument No. 202100042429 of the Real Property



Records of Dallas County, Texas (the "Third Supplement"); and

**WHEREAS**, the Association desires to replace any previously adopted Plumbing or Wet Work/Repair Requirements and Water Problems and Plumbing Damage Notice with the "Amended Plumbing or "Wet" Work/Repair Requirements" and the "Amended Water Problems and Plumbing Damage Notice" attached hereto as **Exhibit "A"** and the Association desires to record same in the Real Property Records of Dallas County.

**NOW, THEREFORE**, the policies attached hereto as **Exhibit "A"** are hereby filed of record in the Real Property Records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

**SOCO URBAN LOFT CONDOMINIUM  
ASSOCIATION, INC., a Texas non-profit corporation**

By: Cami Bernstein

Printed Name: Cami Bernstein

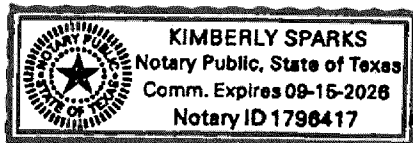
Title: Hot board president

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

**BEFORE ME**, the undersigned authority, on this day personally appeared Cami Bernstein, President of SoCo Urban Loft Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

**SUBSCRIBED AND SWORN TO BEFORE ME** on this 27<sup>th</sup> day of June 2023.



Kimberly Sparks  
Notary Public in and for the State of Texas

My Commission Expires \_\_\_\_\_

**Exhibit "A"**

- A-1 Amended Plumbing or "Wet" Work/Repair Requirements
- A-2 Amended Water Problems and Plumbing Damage Notice



## AMENDED PLUMBING OR "WET" WORK/REPAIR REQUIREMENTS

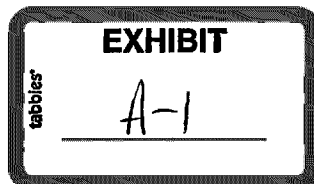
**DUE TO THE COMPLEXITY OF HIGH-RISE PLUMBING SYSTEMS AND THE HIGHER RISK ASSOCIATED WITH PLUMBING DAMAGE AND SUBSEQUENT WATER LEAKS, NO PLUMBING OR "WET" WORK/REPAIR IS PERMITTED UNLESS APPROVED BY THE MANAGEMENT OFFICE IN ADVANCE.**

For the purpose of this policy, plumbing or "wet" work includes any action that may result in valves or plumbing pipes being broken, hit, or otherwise damaged. Any repairs or work that may involve turning off individual valves/water supply within a unit, tightening of faucets or toilet components, demo work on walls where plumbing pipes are present (behind walls) or replacement of any appliances connected to a water supply.

*In the event of a plumbing emergency, contact the office immediately. A plumbing emergency would be identified as a problem that must be fixed immediately as it presents significant or imminent hazard for safety, health, or damage to the building/units. Examples include severe flooding or major leaks, broken water pipe or water running which cannot be turned off or contained effectively, where damage to a unit or its contents cannot be prevented.*

With the exception of emergency situations, ALL of the requirements provided below must be met prior to work or repairs being performed:

- Work is permitted Monday through Friday (excluding holidays) between the hours of 9:00AM - 4:00PM. Notice of date and time for work must be submitted in writing at least three business days in advance.
- Company/Licensed Plumber name and phone number must be provided, along with nature of repairs/work. Work must be approved (by written confirmation) by the Management Office, as a water cutoff is required for any and all plumbing work.
- Verification/Proof of valid insurance coverage is required (vendors and resident). Water cutoff requests must be for 3 hours or less.
- Failure to adhere to this policy may result in an immediate \$2,000 fine (treated as an individual special assessment) and possible liability for any and all repair and restoration costs (whether performed by staff or by a 3rd party/parties chosen by the Association) below the Association's insurance policy deductible including, but, not limited to administrative costs, permitting, fire watch, legal fees, collection costs, and any other expense incurred by the Association for actions related to this policy.





## AMENDED WATER PROBLEMS AND PLUMBING DAMAGE NOTICE

Owners are responsible for the maintenance of their individual units and the systems that exclusively serve their units, such as the plumbing system. The Association always encourages owners to protect themselves and their neighbors by having licensed professionals perform regular inspections and maintenance. CPVC plumbing systems are utilized in some units, and without proper inspection and maintenance of these systems, many components such as fittings or valves may become brittle over time.

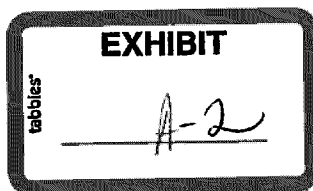
**DUE TO THE COMPLEXITY OF HIGH-RISE PLUMBING SYSTEMS AND THE HIGHER RISK ASSOCIATED WITH PLUMBING DAMAGE AND SUBSEQUENT WATER LEAKS, NO PLUMBING OR "WET" WORK/REPAIR IS PERMITTED UNLESS APPROVED BY THE MANAGEMENT OFFICE IN ADVANCE.**

*\*In the event of a plumbing emergency, contact the office immediately. A plumbing emergency would be identified as a problem that must be fixed immediately as it presents a significant or imminent hazard for safety, health, or damage to the building/units. Examples include severe flooding or major leaks, broken water pipe or water running which cannot be turned off or contained effectively, where damage to a unit or its contents cannot be prevented.\**

For the purpose of this policy, plumbing or "wet" work includes any action that may result in valves or plumbing pipes being broken, hit, or otherwise damaged. Any repairs or work that may involve turning off individual valves/water supply within a unit, tightening of faucets or toilet components, demo work on walls where plumbing pipes are present (behind walls), replacement of any appliances connected to a water supply, or intentional or accidental jarring of the pipes resulting in damage, cracks, or leaks.

All owners and residents are deemed to have agreed and accepted the provisions stated within the governing documents upon purchase of a unit or execution of a lease. All owners and residents are advised to review the provisions in the governing documents to ensure they are familiar with all applicable rules and regulations, including those related to maintenance standards, water problems, and plumbing damage.

Failure to adhere to this policy may result in an immediate \$2,000 fine (treated as an individual special assessment) and possible liability for any and all repair and restoration costs (whether performed by staff or by a 3<sup>rd</sup> party/parties chosen by the Association) below the Association's insurance policy deductible including, but, not limited to administrative costs, permitting, fire watch, legal fees, collection costs, and any other expense incurred by the Association for actions related to this policy.



**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202300127743

eRecording - Real Property

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Number of Pages: 6

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**" Examined and Charged as Follows: "**

Total Recording: \$42.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

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Receipt Number: 20230628000743  
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User: Lynn G  
Station: CC53

**Record and Return To:**

Simplifile



**STATE OF TEXAS  
COUNTY OF DALLAS**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW".