

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
SOCO URBAN LOFT CONDOMINIUMS

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SOCO URBAN LOFT CONDOMINIUMS (this "Notice") is made this 7th day of ~~December, 2018,~~ January, 2019 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 filed of record on or about August 1, 2005, at Volume 2005148, Page 00158 *et seq.* of the Real Property Records of Dallas County, Texas (the "Declaration");

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the condominium regime covered by the Declaration, which regime 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 county in which the condominium regime is located; and

WHEREAS, the Association desires to record or re-record the attached dedicatory instruments in the Real Property Records of Dallas County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

By: J. Hurley
Printed Name: Jennifer J. Hurley
Title: Secretary

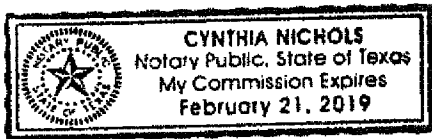
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer J. Hurley, Secretary 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 association.

SUBSCRIBED AND SWORN TO BEFORE ME on this 7th day of January, 2018.

Cynthia Nichols
Notary Public, State of Texas

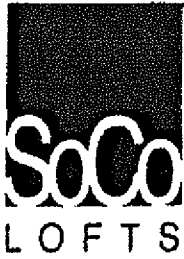


2-21-2019
My Commission Expires

Exhibit "A"

Dedicatory Instruments

A-1	Fines
A-2	Pet Application
A-3	Statement of Front Lot Parking Policy
A-4	Freight Elevator Usage (Move In/Move out and Delivery Policy)
A-5	Package Acceptance and Release Addendum
A-6	Water Problems and Plumbing Damage Notice
A-7	Plumbing or "Wet" Work/Repair Requirements
A-8	SoCo NET Acceptable Use Policy
A-9	Laundry Facilities Rules
A-10	Document Retention Policy
A-11	Partial Amendment to the Rules and Regulations – Rental Policy
A-12	Partial Amendment to the Governing Instruments
A-13	Second Amendment to the Bylaws



SoCo Urban Loft Condominium
 Association, Inc.
 1122 Jackson Street
 Dallas, Texas 75202
 P: 214.747.5638
 F: 214.747.5639

A-4 Fines.

Any Owner or Owner's occupant that violates any one or more of the SoCo Rules and Regulations will be subject to the following fine and escalation schedule:

1st offense-the home owner will receive a "Warning"

2nd offense-the home owner will receive a Fine in the amount of \$50.00 which must be paid within 30 days of the incident.

3rd offense-the home owner will receive a Fine in the amount of \$100.00 which must be paid within 30 days of the incident.

4th offense-the home owner will receive a Fine in the amount of \$200.00 which must be paid within 30 days of the incident.

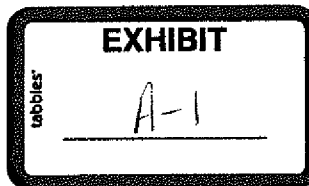
5th offense-the home owner will receive a Fine in the amount of \$500.00 which must be paid within 30 days of the incident.

Any future offenses can result in fines up to \$1000 and possible suspension of privileges/use of general common elements, including common amenities such as fitness center, pool area and even SoCo internet usage. The Board reserves the right to escalate this schedule by majority vote, in particular incidences that warrant it necessary. Further, all Owners should note that non-payment of these fines within the designated time frames can also result in suspension of privileges/use of general common elements (including common amenities) and applicable limited common elements.

Conformed Copy
 Official Public Records
 John F. Warren, County Clerk
 Dallas County, TEXAS
 10/14/2009 10:34:28 AM
 \$20.00



200900291816





200900291816
AM 1/2

STATE OF TEXAS
COUNTY OF DALLAS

§

**PARTIAL AMENDMENT TO
GOVERNING INSTRUMENTS AFFECTING
SOCO URBAN LOFT CONDOMINIUMS
and Its Property Owners Association**

Pursuant to Texas Property Code §202.006, the undersigned General Manager of the SoCo Urban Loft Condominium Association, Inc. does hereby state that, to her knowledge:

Attached hereto is the text of new SoCo Rule and Regulation A-4, which is an addition and partial amendment to the SoCo Rules and Regulations previously filed and:

- recorded on 8-4-08 as Exhibits C-1 and C-2 within Instrument # 20080252353;
- partially amended per document recorded on 1-12-09 as Instrument # 200900008425; and
- partially amended per document recorded on 6-22-09 as Instrument # 200900177270.

EXECUTED and EFFECTIVE as of this 8 day of October, 2009.

SOCO URBAN LOFT CONDOMINIUM ASSOCIATION, INC.

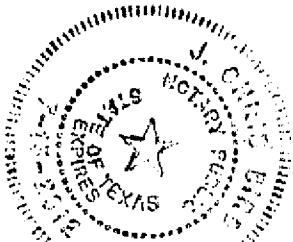
By: *Charisse Huynh-Cong Montoya*
Charisse Huynh-Cong Montoya, General Manager

* * * * *

THE STATE OF TEXAS
COUNTY OF DALLAS

§

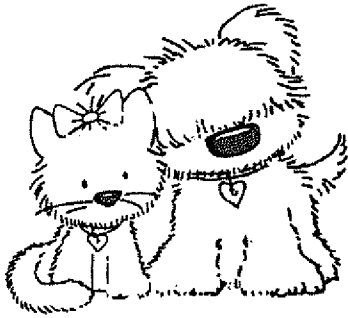
This instrument was acknowledged before me on this the 8th day of October, 2009, by Charisse Huynh-Cong Montoya, General Manager of SoCo Urban Loft Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



J. Chris Bird
Notary Public, State of Texas

After recording, please return to:
Law Office of J. Christopher Bird, P.C.
6060 N. Central Expressway, Suite 650
Dallas, TX 75206





SOCO URBAN LOFTS PET APPLICATION

This application must be completed in full, signed, dated and submitted to SoCo Urban Lofts for review along with a current photo of the pet(s) to be considered for tenancy.

SoCo Urban Lofts reserves the right to reject any pet for any reason. Only non-aggressive pets under 100 lbs. will be considered. There is a limit of two pets per unit .

If registering a DOG, you must also provide: (1) current vet records; (2) current picture (front & side view) (3) proof of renter's insurance coverage.

If registering a CAT, you must provide (1) current vet records; (2) current picture.

If the pet is approved, the following fees will apply and must be paid:

Non-refundable fee of \$200 for one dog or \$300 for two dogs

Non-refundable fee of \$100 for up to two cats

No pet(s) may be replaced or new pet(s) added without the prior written approval of the Management Office and the completion of the Pet Registration and Agreement.

.....
DO NOT DETACH

Pet Name _____ Cat/Dog _____ Breed _____

Color _____ Height _____ in. Weight _____ lbs. Age _____

Pet Name _____ Cat/Dog _____ Breed _____

Color _____ Height _____ in. Weight _____ lbs. Age _____

Unit _____

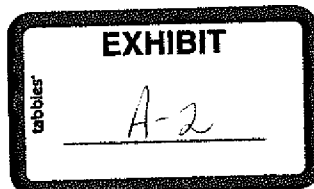
Applicant _____

Date _____

Applicant _____

Date _____

Rev. 08/17



SEC. 7-4.8. DEFECATION OF DOGS ON PUBLIC AND PRIVATE PROPERTY; FAILURE TO CARRY MATERIALS AND IMPLEMENTS FOR THE REMOVAL AND DISPOSAL OF DOG EXCRETA.

(a) An owner of a dog commits an offense if he knowingly permits, or by insufficient control allows, the dog to defecate in the city on private property or on property located in a public place.

(b) An owner of a dog commits an offense if he:

(1) Knowingly permits the dog to enter or be present on private property or on property located in a public place; and

(2) Fails to have in his possession materials or implements that, either alone or in combination with each other, can be used to immediately and in a sanitary and lawful manner both remove and dispose of any excreta the dog may deposit on the property.

(c) It is a defense to prosecution under Subsection (a) that the owner of the dog immediately and in a sanitary and lawful manner removed and disposed of, or caused the removal and disposal of, all excreta deposited on the property by the dog.

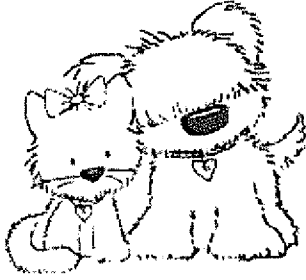
(d) It is a defense to prosecution under Subsection (a) or (b) that:

(1) the property was owned, leased, or controlled by the owner of the dog;

(2) the owner or person in control of the property had given prior consent for the dog to defecate on the property; or

(3) the dog was a service dog being used in official law enforcement activities.

(e) This section does not apply to a service dog that is specially trained to assist a person with a disability and that was in the custody or control of that disabled person at the time it defecated or was otherwise present on private property or on property located in a public place. (Ord. 26024)



Pooper Scooper Addendum

Pet Owner Agreement (read and initial each statement)

I understand that the full pet policy of SoCo Urban Lofts is available on BuildingLink, and with each unit owner, which I have requested and read _____.

I understand that this "pooper scooper" addendum has been brought to my attention because, historically, pet owners are leaving dog excrement on this property, and on neighboring property _____.

I acknowledge that this is a serious health hazard to people and other pets because it is known to spread harmful bacteria and disease _____.

I am aware that SoCo provides free pick-up bags on the pet waste stations located in the front parking lot in the front of the building _____.

I agree that, as a responsible pet owner, and building resident, it is my duty to report a violation should I witness another pet owner leaving excrement on the property, or on a neighboring property _____.

A report is made to the office staff, or to the security officer on duty. I understand that I am to give a description of the animal and owner and that staff member at the time that the excrement is left, NOT LATER _____.

The staff member will confirm the excrement by calling the appropriate staff for an immediate clean-up, and will document the lobby /parking lot video of the offender leaving the building with the pet at that time _____.

I understand that the following policy excerpt and fee schedule applies to all policy violations, and my signature on the bottom of this page applies to both pages of this document that have been initialed by me today_____.

K-10 "Removal.

If an owner or his pet violates these rules, or if the pet creates a nuisance, odor, unreasonable disturbance, or noise, the owner or person having control of the animal may be given a written notice by the board to correct the problem. After the first written warning, a fine in the amount of **at least \$50** shall be levied for all future violations. If violations occur repeatedly, the owner, upon written notice of the board may be required to remove the pet. Each owner agrees to permanently remove the violating animal of such owner from the condominium within ten days after receipt of such removal notice from the board".

Written notices and will be sent to the pet owner (and to the condo owner, if the pet owner is a renter) and fines levied against the pet owner.

1st violation:

Written warning, no fee

2nd violation:

Written violation, \$50 fee due within 30 days

3rd violation: Written violation with notice of removal pending upon 4th violation, \$100 fee due within 30 days

Pet owner Signature:

Today's Date:

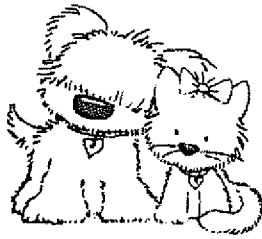


EXHIBIT D, SECTION K. PETS

- K-1. Subject to Rules. Owners may not keep or permit on the property a pet or animal of any kind, at any time, except as permitted by these Rules and the Governing Documents. Additionally, all pets must conform to any applicable animal control ordinances or laws, a copy of which may be made available in the Manager's office.
- K-2. Pet Agreement. Owners must complete a pet registration form furnished by the Management Office when a pet is acquired or within seven days after taking up occupancy on the property.
- K-3. Pets Banned in Storage Units. Although permitted pets may be kept in units that are owner or tenant occupied, pets are not allowed in any storage unit at any time.
- K-4. Permitted Pets. Subject to these Rules, a tenant may keep in his unit up to two housepets (two cats, or two dogs, or one cat and one dog). This standard does not apply to aquarium fish. Permitted housepets are limited to domesticated dogs, cats, caged birds, and aquarium fish. If required by any law, ordinance, government rule or regulation, any such pet(s) must be appropriately vaccinated, to include rabies, and licensed through the appropriate municipal or city department.
- K-5. Prohibited Animals. No Owner may keep a dangerous or exotic animal, or any other animal determined by the board in its sole discretion to be a potential threat to the well-being of people or other animals. No animal or housepet may be kept, bred, or maintained for any commercial purpose. Pets or animals belonging to guests, friends, or relatives of owners are prohibited, even for short visits or temporary stays.
- K-6. Indoors/Outdoors. A permitted pet must be maintained inside the unit, and may not be kept in any common element areas. No pet is allowed on general common elements unless carried or leashed. No pet may be leashed to any stationary object on the common elements.
- K-7. Disturbance. Pets must be kept in a manner that does not disturb another owner's rest or peaceful enjoyment of his unit or the common elements. No pet may be permitted to bark, howl, whine, yap, yip, screech or make other loud noises for extended or repeated periods of time.
- K-8. Damage. Owners are responsible for any property damage, injury, or disturbance his pet may cause or inflict. Owner shall compensate any person injured or otherwise damaged by his pet. An owner who keeps a pet at the condominium is deemed to indemnify and agrees to hold harmless the Board of Directors, the Association, and other Owners and Tenants, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet or arising by reason of keeping or maintaining the pet at the condominium.
- K-9. Pooper Scooper. Pets must only use designated areas to relieve themselves. Owners are responsible for the removal of pet's wastes from the property. The board may levy a fine against a unit and its owner each time feces or urine are discovered on the common elements and attributed to an animal in the custody of that unit's owner. (See Addendum)
- K-10. Removal. If an Owner or his pet violates these Rules, or if a pet creates a nuisance, odor, unreasonable disturbance, or noise, the owner or person having control of the animal may be given a written notice by the board to correct the problem. After the first written warning, a fine in the amount of at least \$50 shall be levied for all future violations. If violations occur repeatedly, the owner, upon written notice from the board, may be required to remove the pet. Each owner agrees to permanently remove the violating animal of such owner from the condominium within ten days after receipt of such removal notice from the board.
- K-11. Complaints. Any complaints about pets or owners violating these Rules shall be made in writing and identify the type of infraction, the date of infraction, and must be signed by the witness to the infraction.
- K-12. Staff. The staff of the condominium are prohibited, while on duty, to walk or care for pets. Owners are requested not to ask the staff to assist them with their pets. Emergency situations requiring staff assistance will be left to the sole discretion of the Manager.
- K-13. Compliance. Pets with a physical handicap or, to the extent permitted by applicable law, owners who have a physical handicap which would prevent them from complying with these Rules, must receive a variance by the board.



SoCo Urban Loft Condominium
Association, Inc.
1122 Jackson Street
Dallas, Texas 75202
P: 214.747.5638
F: 214.747.5639

SoCo Urban Loft Condominium Association, Inc.

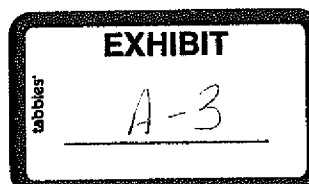
STATEMENT OF FRONT LOT PARKING POLICY

EFFECTIVE DATE: November 20, 2015

SUBJECT: AUTHORIZED PARKING IN PRIVATE FRONT LOT OF SOCO URBAN LOFTS AND POLICIES FOR USE.

PROBLEM: Divided expectations among building residents regarding intended or appropriate use of front parking lot (Visitors or Residents). Ineffective and unclear policies currently exist, which should be addressed. Impractical procedures to enforce said policies need to be addressed. All of these factors contribute to ongoing contention regarding parking and between residents, staff that attempt to enforce the policies, and an overall ineffective use of management's time due to these conflicts.

STATEMENT: The operation and control of the Association's property is the responsibility of the Homeowners Association. All owners are entitled to the quiet enjoyment of their home and reasonable use of common areas. It is the desire of the association to implement a policy that is practical and clear to simplify parking in the front lot and minimize unauthorized parking. An effective policy can also provide consistent and clear enforcement methods, therefore eliminating the unnecessary time expenditure on building staff, and minimizing parking related contention amongst the building community.



POLICY:

1. Front lot parking will be designated as paid parking. The association will utilize a pay and display system.
2. Front lot will be patrolled by designated towing service providers to identify vehicles in violation and tow them.
3. Unauthorized vehicles (Vehicles which do not have a valid receipt from the designated pay and display system clearly displayed on their front dash) will be towed. No exceptions, vehicles will be subject to towing whether it belongs to a resident, visitor, or guest.
4. Front Lot parking is open to visitors, guests, and residents of SoCo Urban Lofts.
5. Vehicles should always be parked in a designated space, between the designated lines and not obstructing or blocking thru traffic. No oversized vans or trucks permitted. All of the above will be subject to towing, even if valid pay and display receipt is displayed.
6. Vehicles should be parked going in the direction of traffic. Blocking the front lot drive, sidewalk and/or other striped or non-designated spaces is prohibited. Parking on the curb is prohibited. All of the above will be subject to towing, even if valid pay and display receipt is displayed.
7. Inoperable, unlicensed, or abandoned vehicles will be subject to towing, even if valid pay and display receipt is displayed.
8. No moving trucks, PODS (or similar systems), or trailers permitted in the front lot. These vehicles will be subject to towing, even if valid pay and display receipt is displayed.
9. Parking or waiting in a space without displaying a valid pay and display receipt is prohibited.
10. Parking or waiting in the front lot drive or striped areas is prohibited. (Taxi or car service should utilize street parking for pick up to insure that traffic and other vehicles are not blocked.)
11. Disruptive vehicle repairs/maintenance or detailing/washing of vehicles in the front lot is prohibited.
12. Vehicles parked in employee designated space(s) or handicap spaces, and not displaying the proper permits will be subject to towing, even if valid pay and display receipt is displayed.
13. Any violations by residents being reported to staff/management should be made in writing to be considered valid.



FREIGHT ELEVATOR USAGE - Move In/Move Out and Delivery Policy

An owner, resident or authorized representative must be present for moving, deliveries, and work in units.

All move-ins, move-outs and deliveries must be scheduled with the Management Office. Please contact the Management Office at (214) 747-5638 to schedule or by requesting a reservation on Buildinglink in the amenity calendar.

Advanced Notice Required:

- Only the designated freight elevator may be used for moving and deliveries.
- At least 72 Business hours' notice is required to reserve the freight elevator, and requests to move-in/move-out should be provided at least 10 days prior to the desired date in order to properly schedule a reservation for the freight elevator.

Availability:

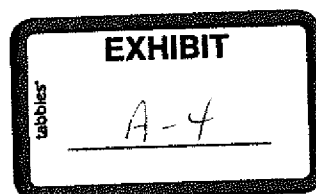
- Moves or Deliveries and Services must be performed between 9am and 4pm on business days (Monday through Friday). It is the owner's duty to notify his movers and/or vendors of the rule.
- Weekend use of the freight elevator is not permitted.

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.
- Trucks are permitted to park on the inside lane of Wood Street, on the south side of the building, past the second garage gate.
- Upon arriving, please come to the front desk to make them aware of your arrival so the elevator can be set up and appropriate access granted.
- PODS or stationary storage units are not permitted on premises.

Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs and deliveries. Please contact the office if you require additional assistance.

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.



FREIGHT ELEVATOR USAGE - Move In/Move Out and Delivery Policy (Cont.)

Deposit:

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 in the event that the elevator or common elements are damaged and must be repaired. 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.

Anyone that goes outside of their allotted reserved elevator time 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 for any extended periods of time and doing so can be cause for a portion of your deposit to not be returned.

Renovations:

- The Management Office must be notified of any planned repairs, renovations or installations in your unit prior to ANY work starting.
- Proper Architectural Variance Requests forms must be submitted and approved prior to any work commencing. These forms are available on Buildinglink, under the Library section. Please note that 30-45 days should be allotted for review and approval of requests.
- NO PLUMBING OR "WET WORK" IS ALLOWED WITHOUT A WATER CUTOFF BEING APPROVED AND COORDINATED WITH THE MANAGEMENT OFFICE. A MINIMUM OF 48 BUSINESS HOURS' NOTICE IS REQUIRED, AS THE CUTOFF WILL IMPACT OTHER UNITS' WATER SUPPLY.
- Use of the freight elevator will be required for large building materials, power tools and refuse, so reservations and any applicable requirements mentioned herein must be followed.
- Any work must be conducted between 9am-4pm during business days.
- Any cutting, sizing and assembly work must be performed inside the unit or off the premises. Common areas are not a work area. Please contact the office if you have questions or require additional assistance.

O/R Initials: _____

Date: _____

Office: _____



Package Acceptance And Release Addendum

You understand that Management/Association staff may sign for, and accept, U.S. mail and privately delivered packages on your behalf, and is willing to do so, subject to the terms and conditions set forth herein:

1. PACKAGE ACCEPTANCE.

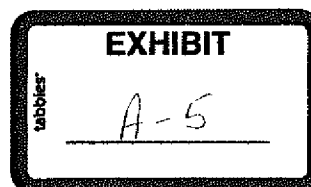
- A. Generally, You hereby authorize Us and Our Agent to accept, on Your behalf, any package delivered to Our on-site management office during normal business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize Us to sign on Your behalf if the person or entity delivering said package requires an adult signature prior to delivery. (CERTIFIED MAIL NOT ACCEPTED)
- B. Limitations. You understand and agree that We may refuse to accept any package that, in our sole discretion: (i) contains perishable items; (ii) poses a danger to any person or property; or (iii) is a size and/or weight that we are either unable or unwilling to store or maintain for any period of time.

2. DUTY OF CARE, INDEMNIFICATION, AND WAIVER.

As to any package for which We sign and/or receive on Your behalf, You understand and agree that We have no duty to notify You of Our receipt of such package, nor do We have any duty to maintain, protect, or deliver said package to You, nor do We have any duty to make said package available to You after Our normal business hours. You hereby waive any right to make any legal claims against Us or Our Agent for the damage or destruction of any such package, except in the event of Our or Our Agent's gross negligence. You also agree to indemnify Us and Our Agent and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained from the package or the contents of same. You also understand that we may throw away or otherwise dispose of any package that We, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled.

3. TIME LIMITATION.

14 days ("Time Limit") after our receipt of any package, You understand that we may return the package to its original sender or, in the alternative, We may throw it away regardless of value.



Package Acceptance And Release Addendum, (Cont.)

4. SEVERABILITY.

Should any court of law consider any provision of this Addendum to be unenforceable, then that provision shall be considered severed from this Addendum and the remainder of this Addendum shall continue in full force and effect.

Unit# _____

Signature _____

Date _____

Keeping Packages Safe - Helpful Tips for Residents

Here are a few tips to keep your packages safe and avoid being a victim of a crime of opportunity, especially around the holidays.

1. Ask for a tracking number to know when your package is delivered. Track your packages and try to be home at the time of delivery. When you're placing an order, try to schedule shipment for a day you expect to be home, if possible.
2. Not sure if you'll be available for your tracked package delivery? FedEx and United States Postal Service (USPS) suggest scheduling your delivery beforehand to set a time you know you'll be home.
3. FedEx also suggest requesting a signature for delivery. This will ensure the package won't be left at your door without someone there to sign and getting it safely inside.
4. Want your package left in a certain place? The FedEx Delivery Manager lets you leave delivery instructions on where you want your deliveries to be dropped off.
5. Have your packages delivered somewhere else. If you know you won't be home when your package will be delivered, FedEx and United Parcel Service (UPS) tell you to opt for delivering it to a neighbor who is home or to your workplace if allowed.
6. Another option is to deliver your packages to a retail store or locker, where they'll stay safe until you can pick them up at your convenience. Many retailers will let you place online orders and then pick up your items in the store. You can also look into the Amazon Locker Service which delivers an Amazon order to a "locker" in your area; you're provided a pickup code that will unlock the door for you. The U.S. Postal Service suggest taking advantage of their Request Hold Mail Service, which securely holds letters and packages at your local post office until you're back in town. FedEx and UPS also have similar location delivery services.
7. UPS suggest signing up for a service called "UPS My Choice", which allows users to request their packages to be held at a UPS Store for pick-up and more. You can control the service through text or email; it includes features such as delivery notices and the option to re-route your packages to a different address if you won't be home. You can also re-route your packages using the FedEx Delivery Manager.



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 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 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.

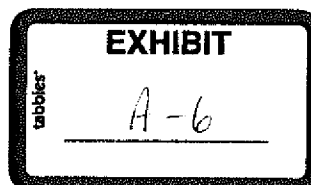
By signing below, you agree that you understand the requirements of this policy and have read the governing documents, specifically related to plumbing and water damage. You further understand that you are liable for any violations of these requirements, accept responsibility for damages and repairs, and are subject to a \$500 fine.

Unit#: _____

R/O Initials: _____

Date: _____

SoCo Rep. Initials: _____





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.

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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:

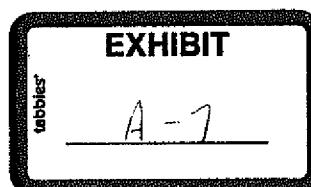
- Work is permitted Monday through Friday (excluding holidays) between the hours of 9am-4pm. Notice of date and time for work must be submitted in writing at least three business days in advance.
- Company/Licensed Plumber name and phone number must be provided, along with nature of repairs/work. Work 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 will result in a \$500 fine to the owner's account.

Unit#: _____

R/O Initials: _____

Date: _____

SoCo Rep. Initials: _____





SoCo NET Acceptable Use Policy

SoCoNet is a shared amenity funded by HOA dues. As such, each Loft has an equal right to access the network. The purpose of this Acceptable Use Policy is to help define the parameters of this equal access, as well as specific rules for such usage.

PURPOSE

The purpose of SoCoNet is to provide a robust network with equal access to each unit, at a reasonable cost. SoCoNet costs each HOA Member just under \$14/mo, with free technical support. This policy attempts to balance the rights of the individual with regards to privacy and the rights of the entire association with regards to equal access.

ACCESS RIGHTS

Every unit is equipped with an Ethernet port connected directly to SoCoNet.

Upon request, the office will provide each unit with an IP address and configuration instructions. This is to be programmed into the resident's router or computer. Assistance with setting this up is provided free of charge by the HOA and should be scheduled M-F between 9am - 6pm.

Users may provide wireless access within their unit, but should refrain from establishing any non-password protected "guest" networks. Every unit is responsible for the traffic that comes over their port, regardless of if the traffic physically originates from within their unit. SoCo will provide any help needed to password protect any unsecured wireless network.

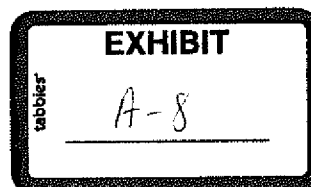
Users may not access any other unit's wireless network without their permission. This is illegal in the State of Texas.

Users that are delinquent in HOA dues or fines may have their internet access shut off until that financial obligation is met.

UNACCEPTABLE USES

Users may not attempt to gain unauthorized access to any other computer system. This includes attempting to log in through another person's account or access another person's files. These actions are illegal, even if only for the purposes of "browsing", "snooping", or "electronic discovery".

Users may not deliberately disrupt or harm hardware or systems, interfere with computer or network performance, interfere with another's ability to use equipment and systems, or destroy data.



Users may not utilize peer-to-peer file-sharing applications or execute programs to facilitate the downloading or exchange of copyrighted or unauthorized music, movies, and other materials.

Users may not post information that could endanger an individual, cause personal damage or a danger of service disruption.

Users may not indirectly or directly make connections that create "backdoors" to SoCoNet, other organizations, community groups, etc. that allow unauthorized access to SoCoNet.

Users may not engage in sustained usage that constitutes an unfair use of the shared resource. This includes using the network to download content while not at home. Traffic patterns showing "24/7" sustained traffic will be interpreted as unacceptable use.

SYSTEM SECURITY OBLIGATIONS

Users are responsible for the use of their individual network port and should take all reasonable precautions to prevent others from being able to use their network.

Any attempt to log on to SoCo's infrastructure, cameras or other SoCo systems is prohibited.

Any user identified as a security risk or having a history of violating this or any other Acceptable Use Policy may be denied access to SoCoNet.

Users will avoid the inadvertent spread of computer viruses by following best practice virus protection procedures if they download software or share a common file directory.

Users should immediately notify the HOA management office of any possible security problem.

DUE PROCESS

SoCo will cooperate fully with local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted through SoCo's private network.

In the event there is an allegation that a resident has violated the SoCoNet Acceptable Use Policy, the resident will be provided with a written notice of the alleged violation and will be provided with notice and opportunity to rectify the situation in an attempt to not interrupt access. However, in the event that a resident presents an immediate danger to the disruption of service, a resident's access may be shut off until the situation is rectified.

This policy may change from time to time without notice.

SoCo NET Acceptable Use Policy

01 / 31 / 2012

Unit#: _____

R/O Initials: _____

Date: _____

SoCo Rep. Initials: _____



SoCo Urban Loft Condominium
Association, Inc.
1122 Jackson Street
Dallas, Texas 75202
P: 214.747.5638
F: 214.747.5639

Laundry Facilities Rules

Use at YOUR OWN RISK. (The association is not responsible for lost or damaged personal items.)

No loud and offensive behavior, including loud music etc.

No tinting or dying.

No sitting on the counters or machines.

Please do not overload the washers or dryers.

Please discard lint after each use.

Please remove clothes promptly. See poster for instructions on how to monitor your load's progress online.

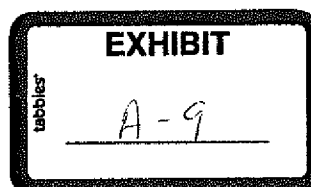
Items left in washers once the cycle is completed may be removed and put into an unoccupied dryer or the table (if no dryers are available).

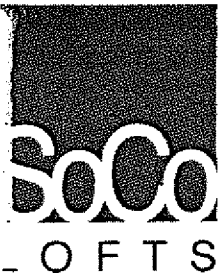
Items left in dryers once the cycle is completed may be removed and put on the table.

Items left overnight may be discarded by **Management only**.

Residents will use and maintain cleanliness of area in a manner that respects neighbors at all times. This includes abiding by all common area bylaws, rules and regulations.

Thank you.





SoCo Urban Loft Condominium
Association, Inc.
1122 Jackson Street
Dallas, Texas 75202
P: 214.747.5638
F: 214.747.5639

SOCO URBAN LOFT CAI
DOCUMENT RETENTION POLICY

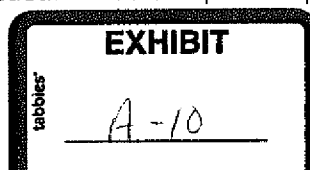
General Guidelines. Records should not be kept if they are no longer needed for the operation of the Association or required by law. Unnecessary records will be eliminated from files to minimize unreasonable costs of maintaining records that are not considered pertinent.

Association Documents may be maintained in paper format or in an electronic format readily transferrable to paper.

Association Documents shall be retained for the durations listed below:

- a. certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
- b. financial books and records, including annual budgets and reserve studies shall be retained for seven years (for example July 2014 financials shall be retained until July 31, 2021);
- c. account records of current owners shall be retained for five years;
- d. contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;
- e. minutes of meetings of the owners and the board shall be retained for seven years;
- f. tax returns and audit records shall be retained for seven years;
- g. accounts payable ledgers, bank reconciliations, deposit slips and checks shall be retained for three years;
- h. employment and personnel records will be retained for seven years;
- i. unless correspondence falls under another category listed elsewhere in this policy, general correspondence shall be retained 90 days
- j. electronic mail to be retained will be printed and kept in the appropriate file
- k. miscellaneous documents not listed in this retention policy, such as sign-in sheets, work orders, shift logs, etc. will not be retained for specific periods, and are subject to destruction at the Association's discretion beyond the document's period of usefulness.

Exception for Litigation Relevant Documents. The Association expects officers, directors, and employees to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors, and employees should note the following general exception to any stated destruction schedule: With reasonable knowledge or notice, records that are relevant to litigation or potential litigation (i.e., a dispute that could result in litigation), should be reserved until it is determined that the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records.





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STATE OF TEXAS

SECTION

PARTIAL AMENDMENT

TO

**RULES AND REGULATIONS FOR THE
SOCO URBAN LOFT CONDOMINIUMS
and Its Property Owners Association**

COUNTY OF DALLAS

Pursuant to Texas Property Code §202.006, and with respect to the Condominium Declaration for SoCo Urban Loft Condominiums, filed and recorded 8-1-05 as Instrument # 200503452486, and recorded in Volume 2005148, Pages 158-225, in the Official Public Records of Dallas County, Texas, and subsequent corrections thereto, the undersigned Manager of the SoCo Urban Loft Condominium Association, Inc. (the "Association") does hereby state that, to her knowledge, the following has been adopted by the Association's Board of Directors:

Attached hereto is a one (1) page sheet of text entitled "Rental Policy" which has been approved and adopted by the Association's Board of Directors to completely revise and replace the Rule C-9 Leasing Restrictions provision previously recorded on 1-12-2009 within Instrument # 200900008425.

EXECUTED and EFFECTIVE as of this 4th day of May, 2010.

SOCO URBAN LOFT CONDOMINIUM ASSOCIATION, INC.

By: *Charisse Montoya*
Charisse Huynh-Cong Montoya, Manager

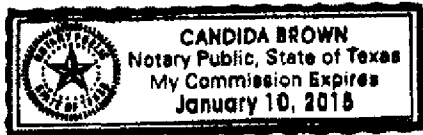
* * * * *

THE STATE OF TEXAS

SECTION

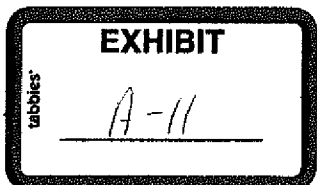
COUNTY OF DALLAS

This instrument was acknowledged before me on this the 4th day of May, 2011, by Charisse Huynh-Cong Montoya, Manager of SoCo Urban Loft Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Candida Brown
Notary Public in and for State of Texas

After recording, please return to:
Law Office of J. Christopher Bird, P.C.
6060 N. Central Expressway, Suite 650
Dallas, TX 75206





SoCo Urban Loft Condominium
Association, Inc.
1122 Jackson Street
Dallas, Texas 75202
P: 214.747.5638
F: 214.747.5639

Rental Policy

- The rental occupancy limit is 30% or 63 units. Once this threshold is met the Office and Board reserves the right to implement a waiting list policy and deny a unit being rented if necessary. This will be handled on a case by case basis. If an owner violates this limit then they will be subject to a \$500 fine per month, until the tenant is removed. Furthermore, access to the building and amenities can be deactivated.
- If the Board implements a waiting list then all owners must notify the office of intent to rent unit and their name will be added to the list. If an owner currently has a renter and that renter chooses not to renew his/her lease then said owner must honor waiting list policy and will be added to the bottom of the list.
- For an owner to be eligible to get on the waiting list and ultimately rent their unit out, they must accept this policy and provide a signed copy of acceptance to the office.
- Any owner who decides to rent their unit out must notify the office of this intent and seek approval at least 30 days prior to listing unit for rent.
- Criminal Background checks and executed lease agreements required for ALL units being leased. No exceptions.
- All occupants, 18 years old and up must successfully pass a background check if residing in a rental unit. Furthermore, they must be added as an occupant for the unit.
- No overnight guests of rental units are allowed for a period of more than 10 days within a 6 month period. Written approval is required for longer stays and criminal background checks may be required.
- Background checks must be submitted to the HOA Office for approval at least 10 business days prior to commencement of lease agreement. Approval will be provided within 3 business days. If an owner fails to have a valid background check run they will be subject to all applicable fines and access to the building and amenities can be restricted.
- All leases must be for a period of at least 6 months. If a lease is terminated before the term, proper documentation of termination must be submitted to the office within 10 business days.
- If same renter occupies unit then new approval is not required. New lease term information must be provided to office within 10 days. 30 day notice rule does apply if unit is put back on market for rent.
- The HOA Office must be notified 48 hours in advance of any move-ins and if the freight elevator is needed arrangements made. No one is allowed to move in the evenings or on weekends, as specified in condominium documents. If a renter moves in or out outside of the designated times allowed, the owner will be fined \$500 plus any damages that occur as a result of move.
- All Homeowners are responsible for their units and the tenants they lease to; any communications by renters to the HOA Office or Board should be in the case of emergencies or otherwise kept brief.
- Special provisions will be made for military deployment and other reasonable exceptions approved by the Board on a case by case basis.
- All owners renting units must maintain their HOA dues account and be in good standing with the office at all times.
- Current owners will be allowed to rent to the capacity of 45% with 5% overflow allowed at the Board of Director's discretion. Those who currently rent will be allowed to do so indefinitely provided the name on the mortgage does not change.

*** If an owner is in violation of any policies listed above then you will be subject to all applicable fines assessed in violation of CC&R's as well as rental policy fines in the amount of \$500 or 1 month of current lease agreement rent, whichever is greater. The Board/Office reserve the right to restrict access to the building and amenities including but not limited to key fob access, garage access, and internet, etc. ***

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
05/11/2011 11:02:57 AM
\$20.00



A handwritten signature in black ink, appearing to be "JFW", is written to the right of the seal.

201100119291



STATE OF TEXAS

SECTION

COUNTY OF DALLAS

**PARTIAL AMENDMENT
TO
GOVERNING INSTRUMENTS AFFECTING
SOCO URBAN LOFT CONDOMINIUMS
and its Property Owners Association**

Pursuant to Texas Property Code §202.006, the undersigned representative of the SoCo Urban Loft Condominium Association, Inc. does hereby state that pursuant to decisions and resolutions of the Board of Directors of the SoCo Urban Loft Condominium Association, Inc. (the "Association"), and, to her knowledge, and with respect to the Initial Rules of the Association filed as Exhibit "C-1" within recorded (8-4-08) Instrument # 20080252353:

• new Rule C-9 is established and shall read as follows:

"C-9. Leasing Restrictions. A maximum of sixty-one (61) rental units is allowed within the SoCo Condominiums. The SoCo Board reserves the right to review and approve rental/leasing situations beyond the scope of this rule if and when presented with certain or specific mitigating circumstances. The exceptions will be documented and the circumstances noted so that there is consistency in how these exceptions are approved."

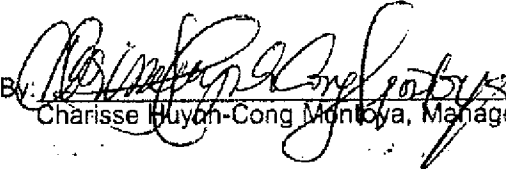
• Rule G-3 is amended to hereby read in its entirety as follows:

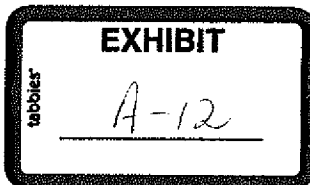
"G-3. Window Treatments. An owner may install window treatments inside his unit, at his sole expense, provided:

- a. No aluminum foil, sheets, newspaper, window film, tablecloths or other materials shall be used for window coverings that are visible from the exterior of the unit.
- b. All window coverings visible from any street, common area or neighboring unit shall be those as approved by the Board. The Board of Directors shall have the right to require all non-complying window treatments to be replaced by the responsible unit owner. The determination of whether a window treatment is in compliance with this rule shall be made in the sole discretion of the Board of Directors.
- c. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.
- d. The color or appearance of the glass surfaces in the unit's windows are not altered from the building standard."

EXECUTED and EFFECTIVE as of this 5 day of January, 2009.

SOCO URBAN LOFT CONDOMINIUM ASSOCIATION, INC.

BY: 
Charisse Huyon-Cong Montoya, Manager

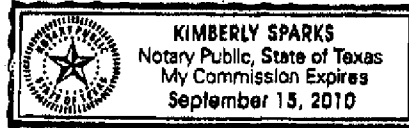


THE STATE OF TEXAS
COUNTY OF DALLAS

concord

This instrument was acknowledged before me on this the 5 day of January, 2009, by Charisse Huynh-Cong Montoya, Manager of SoCo Urban Loft Condominium Association, Inc., a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas




After recording, please return to:
Law Office of J. Christopher Bird, P.C.
6060 N. Central Expressway
Suite 650
Dallas, TX 75206

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS


John F. Warren, County Clerk
Dallas County TEXAS

January 12, 2009 08:49:48 AM

FEE: \$20.00

200900008425

Section 5.2 Affirmative Vote. Except as otherwise provided herein or in the Declaration, the Members shall be entitled to vote upon any decision or resolution and the majority of votes cast shall determine the passage of any decision or resolution. A vote may be cast as set forth in 5.4 below, by Members of record who are entitled to vote. Notice and quorum requirements shall be as set forth herein. Cumulative voting shall not be permitted. Any Member whose voting rights have been suspended under any provision of the Declaration shall not be entitled to vote.

2. Article V, Section 5.4 of the Bylaws is hereby amended by deleting such section in its entirety and replacing such with the following:

Section 5.4 Voting, Proxies, Absentee Ballots or Electronic Ballots. At all meetings of Members, each Member may vote in person or by proxy, or if allowed by law, by absentee mail ballot or by electronic ballot, if the Board decides to utilize such voting method, or by any other manner that may be authorized by law. The Board, and/or any Elections/Voting Committee as may be established by the Board from time to time, may establish guidelines for elections/voting and may amend and/or supplement any such guidelines from time to time. A proxy vote shall be defined as a written vote submitted by a Member which either directs the specific vote of the Member with respect to the issue(s), resolution(s) or election(s) being voted on by the Members at the annual or special meeting or which is written permission for the Board of Directors or a specific Director or proxy holder to exercise the Member's vote as the Board of Directors, specific Director or proxy holder sees fit. All proxies shall be in writing, dated and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Unit, or upon receipt of notice by the Association's Secretary, or appointed agent, of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy unless the proxy specifies that it is to remain effective for a shorter or longer period of time. A proxy is void if it is not dated or if it purports to be revocable without notice. Absentee or electronic ballots, if utilized, (i) may be counted as an owner present and voting for the purposes of establishing a quorum only for items appearing on the ballot, and (ii) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

3. Article VI, Section 6.2 of the Bylaws is hereby amended by deleting such section in its entirety and replacing such with the following:

Section 6.2 Date of Annual Meeting. Annual meetings shall be set by the Board of Directors so as to occur in either the month of October or November each year on a date and at a time as shall be fixed by the Board of Directors by written notice to the Members. The Members may transact any business which may properly come before the meeting.

4. Article VI, Section 6.3 of the Bylaws is hereby amended by deleting such section in its entirety and replacing such with the following:

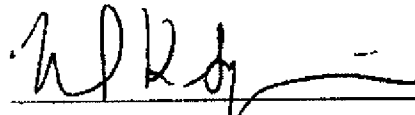
Section 6.3 Notice of Annual Meetings. The Secretary shall provide notice of annual meetings to each Member by any manner allowed by law. If notice is mailed to a Member, such notice shall be mailed to the most recent post office address provided to the Association by such Member, as shown on the records of the Association, by regular mail, postage prepaid. If notice is sent by facsimile, such notice shall be sent to the most recent facsimile number of the Member provided to the Association in writing by the Member, as shown by the records of the Association. If notice is sent by electronic transmission, such as by email or other recognized means of electronic transmission, such notice shall be sent to such Member as provided to the Association in writing by the Member, as shown by the records of the Association. The notice shall be sent not less than ten (10) nor more than sixty (60) days before the date of the meeting and shall state the date, time and place of the meeting, the purpose or purposes thereof and the items on the agenda, including the specific nature of any proposed amendment or change to the Declaration, the Articles or these Bylaws.

Except as modified by this Second Amendment, the Bylaws shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer of SoCo Urban Loft Condominium Association, Inc. certifies that this Second Amendment was approved by the affirmative vote of a majority of the Board of Directors at a regular meeting of the Board of Directors duly called and held on NOVEMBER 29th, 2012.

**SOCO URBAN LOFT CONDOMINIUM
ASSOCIATION, INC.**

By:



MICHAEL K. SQUIRES

[Printed Name]

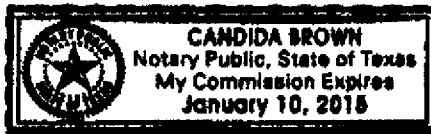
President

STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Michael K. Squires, President of SoCo Urban Loft Condominium Association, Inc., a non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of November, 2012.


Notary Public in and for the State of Texas



After recording return to:
THE BLEND LAW FIRM, P.C.
14131 Midway Road, Suite 1240
Addison, Texas 75001

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John F. Warren, County Clerk
Dallas County, TEXAS
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\$28.00





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John F. Warren, County Clerk
Dallas County, TEXAS
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