ELECTRONICALLY RECORDED 201900094997 04/16/2019 11:57:10 AM DEDICATION 1/10

FIRST SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SOCO URBAN LOFT CONDOMINUMS

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

THIS FIRST SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SOCO URBAN LOFT CONDOMINIUMS (this "First Supplement") is made this 12th day of April, 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, on or about January 9, 2019, the Association recorded a Notice of Filing of Dedicatory Instruments for Soco Urban Loft Condominiums as Document No. 201900007899 of the Real Property Records of Dallas County, Texas (the "Notice"); and

WHEREAS, the Association desires to supplement the Notice by recording the dedicatory instruments attached hereto as Exhibit "A" and incorporated herein for all purposes, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as <u>Exhibit "A"</u> 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 First 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:	J. Hules
Printed	Name: Jennifer Hurley
Title:	Secretary

<u>ACKNOWLEDGMENT</u>

STATE OF TEXA	S	§ 8						
COUNTY OF DAI	LLAS	§						
REFORE	ME	the	undersianed	authority	on	thic	day	ne

BEFORE ME, the undersigned authority, on this day personally appeared Jenn Levil Large 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 12th day of April, 2019.

CYNTHIA NICHOLS

Notary Public, State of Texas

Comm. Expires 02-21-2023

Notary ID 3493605

Notary Public, State of Texas 2-21-2023

My Commission Expires

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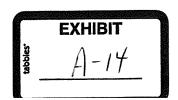
Exhibit "A"

Dedicatory Instruments

- A-14 Display of Certain Religious Items Policy
- A-15 Seasonal Decorations Policy
- A-16 Electric Vehicle Charging Policy

Display of Certain Religious Items Policy

- 1. <u>Display of Certain Religious Items Permitted</u>. An Owner or resident is permitted to display or affix to the entry door or doorframe of the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items to the entry door or doorframe to the Owner's or resident's dwelling.
- 2. <u>Defined Terms</u>. Terms used but not defined in this policy will have the meaning subscribed to such terms in the Declaration, Bylaws, Rules and Regulations, and/or such other duly recorded documents governing the Soco Urban Lofts Condominium Homeowners Association (collectively, the "Governing Documents").
- 3. <u>General Guidelines</u>. Religious items may be displayed or affixed to an Owner or resident's entry door or doorframe, provided that (a) individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5"x5" = 25 square inches) and (b) the display complies with all other requirements of this Policy. Religious items must be affixed to an Owner or resident's entry door or doorframe in a non-permanent manner designed to cause as little damage to the door and doorframe as possible.
- 4. <u>Prohibitions</u>. No religious item may be displayed or affixed to an Owner or resident's entry door or doorframe that:
 - (a) violates any law;
 - (b) threatens the public health or safety, including without limitation, any religious item that uses fire or electricity or contains living or previously living material;
 - (c) contains any language, graphics or any display that is patently offensive to a passerby;
 - (d) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling;
 - (e) individually or in combination exceeds twenty-five square inches (5"x5" = 25 square inches);
 - (f) covers or obscures the entry door's peephole or the Unit number painted on the entry door; or
 - (g) creates debris in the Common Elements.
- 5. <u>Door Colors and Materials</u>. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner's or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.



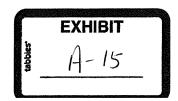
- 6. <u>Removal</u>. The Association may remove any item which is in violation of the terms and provisions of this Policy. Any items removed due to violation of this Policy will be held by the Association for a period of thirty (30) days. If the Owner or resident does not claim the removed item within thirty (30) days of its removal, the item will be discarded.
- 7. Damages and Fines. Any damage caused by the affixing of any religious item to the Owner's or resident's entry door or doorframe shall be repaired by the Owner or the cost of repair will be charged to the Owner by the Association, provided that prior to charging the Owner for the cost of repair the Association shall provide the Owner with a written notice in accordance with Texas Property Code § 82.102(d) giving the Owner seven (7) days in which to cure the violation and avoid the cost of repair unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. The Association also retains the right to impose a fine for violation of this Policy in accordance with the Governing Documents, provided that prior to imposing such fine the Association shall provide the Owner with a written notice in accordance with Texas Property Code § 82.102(d) giving the Owner seven (7) days in which to cure the violation and avoid the fine and/or removal or property unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.
- 8. <u>Covenants in Conflict with Statutes</u>. To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing religious items in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions of the provisions of this Policy shall hereinafter control.

Board Signature

Position

Seasonal Decorations Policy

- 1. <u>Certain Seasonal Decorations Permitted</u>. An Owner or resident is permitted to display or affix to the entry door of the Owner's or resident's dwelling one or more seasonal decorations subject to the limitations set forth in this Policy. This Policy outlines the standards which shall apply with respect to the display or affixing of seasonal decorations to the entry door to the Owner's or resident's dwelling.
- 2. <u>Defined Terms</u>. Terms used but not defined in this policy will have the meaning subscribed to such terms in the Declaration, Bylaws, Rules and Regulations, and/or such other duly recorded documents governing the Soco Urban Lofts Condominium Homeowners Association (collectively, the "Governing Documents").
- 3. <u>General Guidelines</u>. Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than two (2) weeks after the date of the holiday. Seasonal decorations, individually or in combination with each other, may not exceed the total size of 484 square inches (22"x22" = 484 square inches). Seasonal decorations must be affixed to an Owner or resident's entry door or doorframe in a non-permanent manner designed to cause as little damage to the door and doorframe as possible.
- 4. <u>Prohibition</u>s. No seasonal decoration may be displayed or affixed to an Owner or resident's entry door or doorframe that:
 - (a) violates any law;
 - (b) threatens the public health or safety, including without limitation, any item that uses fire or electricity or contains living or previously living material;
 - (c) contains any language, graphics or any display that is patently offensive to a passerby;
 - (d) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling;
 - (e) individually or in combination with each other, exceeds twenty-five square inches (5"x5" = 25 square inches);
 - (f) covers or obscures the entry door's peephole or the Unit number painted on the entry door; or
 - (g) creates debris in the Common Elements.
- 5. <u>Door Colors and Materials</u>. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner's or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.



- 9. <u>Removal</u>. The Association may remove any item which is in violation of the terms and provisions of this Policy. Any items removed due to violation of this Policy will be held by the Association for a period of thirty (30) days. If the Owner or resident does not claim the removed item within thirty (30) days of its removal, the item will be discarded.
- 10. <u>Damages and Fines</u>. Any damage caused by the affixing of any seasonal decoration to the Owner's or resident's entry door or doorframe shall be repaired by the Owner or the cost of repair will be charged to the Owner by the Association, provided that prior to charging the Owner for the cost of repair the Association shall provide the Owner with a written notice in accordance with Texas Property Code § 82.102(d) giving the Owner seven (7) days in which to cure the violation and avoid the cost of repair unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. The Association also retains the right to impose a fine for violation of this Policy in accordance with the Governing Documents, provided that prior to imposing such fine the Association shall provide the Owner with a written notice in accordance with Texas Property Code § 82.102(d) giving the Owner seven (7) days in which to cure the violation and avoid the fine and/or removal of property unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.

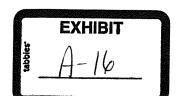
Hereby approved by the Board of Directors this _______ day of ________, 2019

Board Signature

Position

Electric Vehicle Charging Policy

- 1. <u>Charging Stations</u>. The Association provides a limited number of electric vehicle charging stations for use by Owners and residents. This Policy outlines the standards which shall apply with respect to use of such charging stations.
- 2. <u>Defined Terms</u>. Terms used but not defined in this policy will have the meaning subscribed to such terms in the Declaration, Bylaws, Rules and Regulations, and/or such other duly recorded documents governing the Soco Urban Lofts Condominium Homeowners Association (collectively, the "Governing Documents").
- 3. <u>Registration</u>. Any vehicle belonging to an Owner or resident must be registered with the Association prior to using any charging station. Registration shall require a one-time payment to the Association of Seven Hundred Fifty dollars (\$750.00). The registration fee is non-refundable. By registering a vehicle with the Association, the Owner or resident represents, warrants, and agrees that he or she will use the charging stations in accordance with this Policy and will be bound by the terms and conditions of this Policy in all respects. Registration does not entitle any Owner, resident, or guest to park his or her vehicle in any numbered parking space other than that space assigned to the Owner or resident. The owner of a registered vehicle may cancel the registration at any time by providing written notice to the Association of the date on which the registration should be cancelled.
- 4. <u>Display of Car Tag.</u> Upon registration of a vehicle and payment of the registration fee, the Owner or resident will be given a car tag, which shall be displayed on the vehicle while utilizing any charging station. Any vehicle which does not display a car tag may be disconnect from the charging station by the Association's authorized personnel at any time and without prior notice.
- 5. Monthly Fee. In addition to the registration fee set forth above, each registered Owner or resident shall pay to the Association a monthly fee of Seventy-Five dollars (\$75.00). The monthly fee shall be due on the first day of each month. The Association will prorate the first month's fee if registration occurs after the first day of the month and will prorate the last month's fee if the registration will terminate prior to the last day of the month. The monthly fee is not dependent on actual use and will be due in full regardless of whether the Owner or resident actually used the charging station during the preceding month. The monthly fee shall be charged against the Owner's Unit as an Individual Assessment in accordance with Section 6.3 of the Declaration.



- 6. <u>Late Fees and Penalties</u>. Failure to pay the monthly charging fee by the fifth day of the month in which it is due will result in the assessment of a late fee of Twenty-Five dollars (\$25.00) per month until the monthly charging fee and any applicable late fees are paid in full. Failure to cure any payment deficiency within sixty (60) days or failure to timely pay the monthly charging fee on more than two (2) separate occasions may result in revocation of the Owner or resident's registration.
- 7. No Guarantee of Availability or Compatibility. The Association cannot and does not guarantee that any charging station will be available at any time. Neither payment of the registration fee nor the monthly fee will guarantee any Owner or resident access to or use of a charging station. The Association additionally does not guarantee that the charging stations are or will be compatible with any make or model of vehicle. An Owner or resident shall ensure that the charging stations are compatible with his or her vehicle prior to registration of the vehicle. While the Association will attempt to accommodate all Owner and resident requests for access to charging stations, the Association cannot and does not ensure that it can accommodate all such requests. Parking spots adjacent to the charging stations are assigned by the Association on a first-come first-served basis as available and may be re-assigned by the Association in accordance with the Governing Documents.
- 8. <u>Assumption of Risk; Limitation of Liability</u>. An Owner, resident or guest who utilizes any charging station assumes all risk associated with such use. In no event shall the Association be liable to any Owner, resident, or guest for any loss, damage, or other expense relating to any use of any charging station.
- 11. <u>Damages and Fines</u>. The cost to repair any damage caused by an Owner's, resident's, or guest's use of any charging station shall be charged to the Owner by the Association, provided that prior to charging the Owner for the cost of repair the Association shall provide the Owner with a written notice in accordance with Texas Property Code § 82.102(d) unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. The Association also retains the right to impose a fine for violation of this Policy in accordance with the Governing Documents, provided that prior to imposing such fine the Association shall provide the Owner with a written notice in accordance with Texas Property Code § 82.102(d) giving the Owner seven (7) days in which to cure the violation and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.

Hereby approved by the Board of Directors this 1th day of April, 2019

Board Signature

Position

Filed and Recorded Official Public Records John F. Warren, County Clerk Dallas County, TEXAS 04/16/2019 11:57:10 AM \$62.00 201900094997