

GF# 1429128 ITC-MODA

STATE OF TEXAS

§

COUNTY OF DALLAS

§

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**ELECTRONICALLY RECORDED 201500001370
01/05/2015 10:49:27 AM AM 1/17**

**THIRD AMENDMENT TO SECOND AMENDED AND RESTATED
CONDOMINIUM DECLARATION FOR THE SHELTON CONDOMINIUM**

This Third Amendment to Second Amended and Restated Condominium Declaration for the Shelton Condominium (this "**Amendment**") is executed this 5th day of January, 2015 (the "**Effective Date**"), by THE SHELTON CONDOMINIUM ASSOCIATION, a Texas nonprofit corporation (the "**Association**"), on behalf of the Unit Owners who have consented to this Amendment in accordance with the provisions of the Declaration.

RECITALS

- A. The land and building located at 590 Luther Lane, Dallas, Texas 75225 are subject to the Second Amended and Restated Condominium Declaration for The Shelton Condominium, dated April 18, 2006 (the "**2006 Declaration**"), executed by SHELTON DUNHILL, LTD., a Texas limited partnership ("**Declarant**"), and recorded on August 24, 2006 as Document No. 200600313093 in the Real Property Records of Dallas County, Texas (the "**Records**").
- B. The 2006 Declaration was amended by:
- (1) First Amendment to the Second Amended and Restated Condominium Declaration for the Shelton Condominium dated as of June 29, 2007, executed by Declarant, and recorded on July 12, 2007, as Document No. 20072250842 in the Records (the "**First Amendment**") and
 - (2) Second Amendment to the Second Amended and Restated Condominium Declaration for the Shelton Condominium dated as of September 21, 2007, executed by Declarant, and recorded on November 30, 2007, as Document No. 20070427250 in the Records the "**Second Amendment**").

The 2006 Declaration, as amended by the First Amendment and the Second Amendment, is referred to herein as the "**Declaration**". *Capitalized terms used and not otherwise defined in this Amendment have the meanings ascribed to them in the Declaration.*

- C. The requisite percentage of Unit Owners have agreed to amend the Declaration as set forth below.

AMENDMENT

The Declaration is hereby amended as follows:

1. Election to Combine Units. If a Unit Owner (an "**Electing Owner**") owns two adjacent Units (which may be adjacent either horizontally or vertically) that have been combined to form one living residence (the "**Adjacent Units**"), then the Electing Owner may elect to combine the Adjacent Units into a single Unit (referred to as a "**Replacement Unit**") by providing written notice to the Association (a "**Notice to Combine Units**").
2. Amendment to Declaration Combining Units. Within 60 days after the Association receives a Notice to Combine Units, it will file an amendment to this Declaration in the Records, signed by an officer of the Association (a "**Unit Combination Amendment**"), that will:

- (a) create the Replacement Unit, which will replace the Adjacent Units, and which will consist of (i) all airspace, property, and rights that formerly constituted the Adjacent Units and (ii) the space formerly occupied by the wall or other barrier that separated the Adjacent Units from one another,
 - (b) amend Exhibit B to the Declaration (the "**Plot Plan**") by replacing the drawings of Adjacent Units with a drawing of the Replacement Unit,
 - (c) amend the list labeled "Shelton-Parking Spaces and Storage Lockers" that is part of Exhibit B to the Declaration (the "**Parking/Storage Space List**"), by replacing references to the Adjacent Units (and the corresponding parking space and storage locker assignments) with a reference to the Replacement Unit and its parking space and storage locker assignments (which will be all parking spaces and storage locker assignments formerly assigned to the Adjacent Units), and
 - (d) amend Exhibit C to the Declaration by replacing the references to the Adjacent Units with a reference to the Replacement Unit. The size of the Replacement Unit will be the sum of the sizes of the Adjacent Units, and the percentage ownership of Common Elements of the Replacement Unit will be the sum of the percentage ownership of Common Elements of the Adjacent Units.
3. Payment of Costs. The Electing Owner will pay all costs related to the Unit Combination Amendment that are incurred by the Association, including surveyor and attorneys' fees (the "**Amendment Costs**"), even if the Notice to Combine Units is withdrawn. The Amendment Costs will be a special assessment against the Electing Owner. The Association may elect not to execute or record a Unit Combination Amendment until it has been reimbursed for the Amendment Costs.
4. Declarant. The Declarant may act as an Electing Owner with respect to Adjacent Units that the Declarant owns.
5. Authority. The Association has the authority to cause a Unit Combination Amendment to be executed and recorded in the Records as set forth in this Amendment without the need for notice to or further consent from any Unit Owner or any other person or entity.
6. Immediate Combination of Certain Units. The Declarant owns Units 1601, 1603, 1705, 1707, 1801, and 1803 (the "**Existing Adjacent Units**"). These Units are hereby combined as follows:
- (a) Units 1601 and 1603, which are Adjacent Units, are hereby replaced with, and combined to form, the Unit labeled "Unit 1601" on Exhibit A attached hereto (the "**Supplemental Plot Plan**"). Such Unit 1601 is hereby created, and is a Replacement Unit.
 - (b) Units 1705 and 1707, which are Adjacent Units, are hereby replaced with, and combined to form, the Unit labeled "Unit 1705" on the Supplemental Plot Plan. Such Unit 1705 is hereby created, and is a Replacement Unit.
 - (c) Units 1801 and 1803, which are Adjacent Units, are hereby replaced with, and combined to form, the Unit labeled "Unit 1801" on the Supplemental Plot Plan. Such Unit 1801 is hereby created, and is a Replacement Unit.

Exhibit A to the Declaration is hereby amended to remove reference to Units 1603, 1707, and 1803. The Plot Plan is hereby amended by removing the pages that describe the Existing Adjacent Units and adding the Supplemental Plot Plan, which shows the new Units 1601, 1705, and 1801. The Parking/Storage Space List attached as part of Exhibit B to the Declaration is hereby

replaced with the Parking/Storage Space List attached hereto as Exhibit B-1. Exhibit C attached to the Declaration is hereby replaced with Exhibit C attached hereto.

7. Clarification of Effects of First Amendment and Second Amendment; Total Number of Units.

- (a) Units Eliminated by First Amendment. The First Amendment deleted plot plans of the following Units from the 2006 Declaration: Units 1007, 1203, 1503, 1602, 1802, 1903, 1907, 2002, and 2207. The effect of deleting the plot plans of these Units was that these Units ceased to exist when the First Amendment was filed in the Records. (The First Amendment, in effect, combined each of these Units with an adjacent Unit, as further described in the First Amendment.)
- (b) Units Eliminated by Second Amendment. The Second Amendment deleted plot plans of the following Units from the 2006 Declaration: Units 709, 1107, 1507, 1607, 1703, 1807, and 2103. The effect of deleting the plot plans of these Units was that these Units ceased to exist when the Second Amendment was filed in the Records. (The Second Amendment, in effect, combined each of these Units with an adjacent Unit, as further described in the Second Amendment.)
- (c) Total Number of Units. On the Effective Date, after giving effect to the combinations of the Units described in Paragraph 6 above, the Condominium consists of 112 Units. Each of the Units that constitute the Condominium is listed on Exhibit C attached hereto.

8. Miscellaneous.

- (a) Severability. The invalidity or unenforceability of one or more covenants, terms, or conditions in this Amendment will not affect the remainder of this Amendment.
- (b) Binding Effect; Runs with the Land. All provisions of the Declaration, as amended by this Amendment, will be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the Property or any part thereof or interest therein, and his or her heirs, executors, administrators, personal representatives, successors, assigns, and lessees will be bound by all the provisions of the Declaration, as amended by this Amendment.
- (c) Final Agreement. This Amendment is the final, complete, and exclusive agreement of the Unit Owners regarding the subject matter set forth herein. This Amendment supersedes all other agreements, representations, and understandings regarding the subject matter of this Amendment. The Declaration, as modified by this Amendment, may only be modified in the manner set forth in the Declaration.

This Amendment is executed as of the Effective Date, and will be effective when it is recorded in the Records.

THE SHELTON CONDOMINIUM ASSOCIATION, a Texas nonprofit corporation

By: [Signature]
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 5 day of January, 2015, by Tim Denker, Authorized Person of The Shelton Condominium Association, a Texas nonprofit corporation, on behalf of said non-profit corporation.

[Signature: Roderick O'Neal]
Notary Public, State of Texas

My commission expires:
February 5, 2018

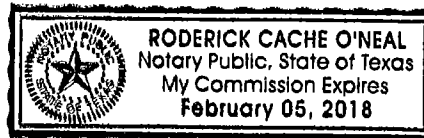
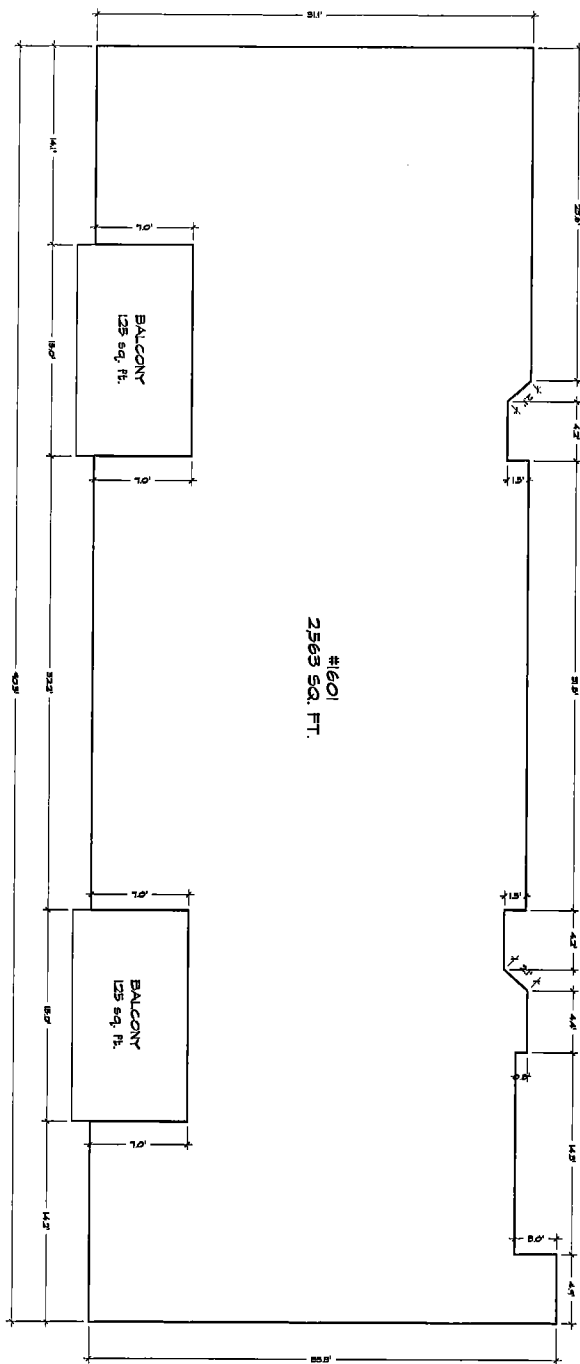


EXHIBIT A
SUPPLEMENTAL PLOT PLAN
(See next three pages.)



#1601
2563 SQ. FT.

FOR REVIEW ONLY



5910 N. Central
Expressway Ste 900
Dallas, TX 75206
o-214.349.1600
f-214.349.1616

LOD
THE SHELTON
DALLAS, TX

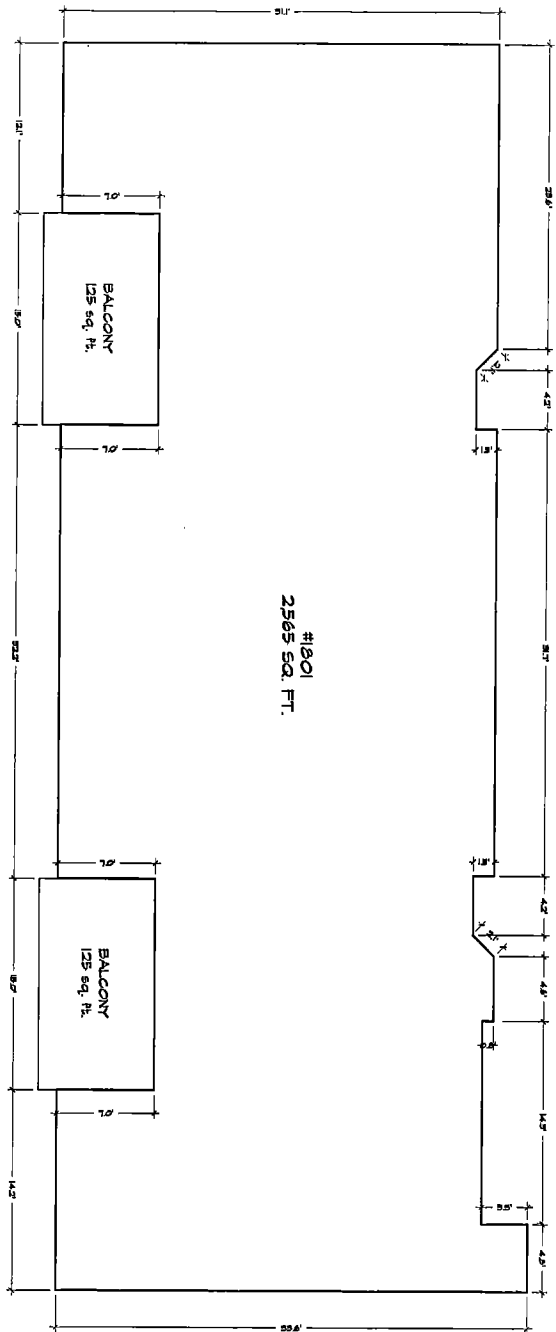
11/11/14
Revision: 00-00-00

FLOOR PLAN

A-1.1

Scale: 1/4" = 1'-0"
(IF PRINTED ON 24X36 PAPER)

Scale: 1/4" = 1'-0"
(IF PRINTED ON 24X36 PAPER)



FOR REVIEW ONLY



5910 N. Central
Expressway Ste 900
Dallas, TX 75206
o-214.349.1600
f-214.349.1616

LOD
THE SHELTON
DALLAS, TX

11/1/14
Revision: 00-00-00

11/1/14
Revision: 00-00-00

FLOOR PLAN

A-1.3

Scale: 1/4" = 1'-0"
(IF PRINTED ON A3X9 PAPER)

EXHIBIT B-1

SHELTON – PARKING SPACES AND STORAGE LOCKERS EXHIBIT,

This Exhibit B-1 replaces the the Shelton – Parking Spaces and Storage Lockers Exhibit attached as part of Exhibit B to the Second Amendment.

SHELTON – PARKING SPACES AND STORAGE LOCKERS

UNIT	PARKING SPACE NO.				STORAGE LOCKER NO.			
	First	Second	Third	Fourth	First	Second	Third	Fourth
700	102	103			1			
701	104	105			2			
702	106	107			3			
703	108	109			4			
704	110	111			5			
706	112	113			6			
707	116	120			8			
708	114	115			7			
800	121	122			9			
801	123	124			11	12		
802	125	129			13	16		
803	130	131			17			
804	132	133			18	19		
805	137	138			29			
806	317	318			86			
807	141	142			31			
808	143	144			32			
900	145	146			33			
901	147	148			34			
902	213	214			48			
903	151	152			36			
904	153	154			37			

UNIT	PARKING SPACE NO.				STORAGE LOCKER NO.			
	First	Second	Third	Fourth	First	Second	Third	Fourth
905	155	156			38			
906	201	202			42			
907	203	204			43			
908	205	206			44			
1000	207	208			45			
1001	209	210			46			
1002	211	212			47			
1003	217	218			49			
1004	149	150			35			
1005	218-A	218-B	218-C	218-D	51	52	60	62
1006	218-E	219			53			
1100	220	221			74			
1101	225	226			54	55		
1102	227	230			57	58		
1103	228	229			56	75		
1104	231	232	233		59	61		
1105	236	237	238	239	63	64		
1106	240	241			65			
1200	248	249			69			
1201	511	512	513	514	149	150		
1202	246	247			68			
1204	250	251	252		70	71		
1205	253	254			72			
1206	255	256			73			
1207	301	302			76			
1400	304	305			80			
1401	306	307			81			

UNIT	PARKING SPACE NO.				STORAGE LOCKER NO.			
	First	Second	Third	Fourth	First	Second	Third	Fourth
1402	310	311			83			
1403	308	309			82			
1404	312	313	314		84	79		
1405	433	434	435	436	124	125		
1406	315	316			85			
1500	139	140			30			
1501	319	320	321	322	87	89	90	91
1502	326	327			92			
1504	539	540	541		157	162		
1505	328	329	330	331	105	107		
1506	332	333			103	104		
1600	401	402	403	404	110	111	107	
1601	405	406	407	408	112	113		
1604	409	410	411		109	114		
1605	412	413	414	415	115	116		
1606	416	417			117			
1700	418	421			118			
1701	422	423	424	425	119	140		
1702	429	430			120	121		
1704	426	427	428		106			
1705	439	440	441	442	128	138	139	
1706	437	438			126	127		
1800	625	626	627	628	196	197	198	
1801	431	432	448	449	122	134		
1804	450	451	452		132			
1805	453	454	457	458	135	137		
1806	455	456			136			

UNIT	PARKING SPACE NO.				STORAGE LOCKER NO.			
	First	Second	Third	Fourth	First	Second	Third	Fourth
1900	501	502			142			
1901	503	504	505	561	145	146		
1902	506	507			147			
1904	508	509	510		144	148		
1905	242	243	244	245	66	67		
1906	515	516			151			
2000	522	523	524	525	154	155	156	
2001	519	520			153			
2003	517	518			152			
2004	527	528	529		141			
2005	526	530			181			
2006	531	532			179	180		
2007	533	534			158	159		
2100	535	538			161-A	161		
2101	536	537	552	553	160	174	164	165 & 166
2102	323	324	325		88			
2104	544	545	546		167	168	169	
2105	547	548			170	171	172	
2107	549	550			173			
2200	452	453			178			
2201	553	554			175	176		
2202	556	557	558		177			
2203	601	602			183			
2204	603	604	605		186	189		
2205	606	607	608	609	187	188		
2300 – PH	610	611	612	613	190	191		

UNIT	PARKING SPACE NO.				STORAGE LOCKER NO.			
	First	Second	Third	Fourth	First	Second	Third	Fourth
2302 – PH	444	445	446	447	129	130	131	133
2301 – PH	614	615			192			
2303 – PH	616	617			193			
2305 – PH	618	637			202			
2304 – PH	635	636			201			
2306 – PH	629	630			218			
2308 – PH	631	632			217	199		
2307 – PH	633	634			200			
2309 – PH	623	624			219			
2311 – PH	637	638	639	640	201 1/2	203		
Guests	117	118	119	215	10	39	40	50
Guests	216	234	235	257	77	99	100	101
Guests	258	259	334	335	163	182	185	204
Guests	336	349	350	351	205	206	207	208
Guests	419	420	459	460	209	210	211	212
Guests	461	521	555	559	213	123		
Guests	560	620	621	644				
Guests	645	646	647	648	20	21	22	
Guests	649	650	651	652	23	24	25	
Guests	653	654	655	656	26	27	28	
Guests	658	659			41	78	93	
Guests					94	97	98	
Handicap	341	342	343	344	157	158	159	
Handicap	345	346	347	348	108	184	143	220

Note: References to Units 1603, 1707, and 1803 are hereby deleted from the Shelton – Parking Spaces and Storage Lockers Exhibit.

EXHIBIT C

UNIT SIZES AND OWNERSHIP PERCENTAGES

This Exhibit C replaces the Unit Sizes and Ownership Percentage chart attached as Exhibit C to the Second Amendment.

Unit No.	Unit Sizes (in square feet)	Unit Ownership (by percentage)
700	1,354	0.69
701	1,372	0.70
702	1,075	0.55
703	1,388	0.71
704	1,350	0.69
706	741	0.38
707	889	0.45
708	1,415	0.72
800	1,348	0.69
801	1,406	0.72
802	1,072	0.55
803	1,419	0.73
804	1,361	0.70
805	1,393	0.71
806	747	0.38
807	1,381	0.71
808	1,436	0.73
900	1,358	0.69
901	1,414	0.72
902	1,076	0.55
903	1,411	0.72
904	1,366	0.70
905	1,379	0.71
906	748	0.38
907	1,375	0.70
908	1,436	0.73
1000	1,387	0.71
1001	1,410	0.72
1002	1,376	0.70
1003	1,409	0.72
1004	1,852	0.95
1005	2,777	1.42

Unit No.	Unit Sizes (in square feet)	Unit Ownership (by percentage)
1006	1,438	0.74
1100	1,360	0.70
1101	1,441	0.74
1102	1,361	0.70
1103	1,409	0.72
1104	1,846	0.94
1105	2,802	1.43
1106	1,438	0.74
1200	1,388	0.71
1201	2,877	1.47
1202	1,361	0.70
1204	1,846	0.94
1205	1,377	0.70
1206	1,438	0.74
1207	1,375	0.70
1400	1,395	0.71
1401	1,408	0.72
1402	1,361	0.70
1403	1,406	0.72
1404	1,845	0.94
1405	2,756	1.41
1406	1,436	0.73
1500	1,368	0.70
1501	2,837	1.45
1502	1,361	0.70
1504	1,847	0.94
1505	2,802	1.43
1506	1,430	0.73
1600	2,736	1.40
1601	2,813	1.44
1604	1,847	0.94
1605	2,802	1.43
1606	1,436	0.73
1700	1,351	0.69
1701	2,849	1.46
1702	1,361	0.70
1704	1,847	0.94

Unit No.	Unit Sizes (in square feet)	Unit Ownership (by percentage)
1705	2,747	1.40
1706	1,435	0.73
1800	2,751	1.41
1801	2,815	1.44
1804	1,847	0.94
1805	2,802	1.43
1806	1,438	0.74
1900	1,377	0.70
1901	2,822	1.44
1902	1,361	0.70
1904	1,846	0.94
1905	2,749	1.41
1906	1,432	0.73
2000	2,733	1.40
2001	1,398	0.72
2003	1,406	0.72
2004	1,846	0.94
2005	1,375	0.70
2006	1,429	0.73
2007	1,369	0.70
2100	1,371	0.70
2101	2,849	1.46
2102	2,278	1.17
2104	2,382	1.22
2105	1,379	0.71
2107	1,371	0.70
2200	1,369	0.70
2201	1,399	0.72
2202	2,282	1.17
2203	1,397	0.71
2204	2,359	1.21
2205	2,738	1.40
2300 - PH	2,590	1.32
2301 - PH	1,737	0.89
2302 - PH	2,837	1.45
2303 - PH	2,079	1.06
2304 - PH	2,220	1.14

Unit No.	Unit Sizes (in square feet)	Unit Ownership (by percentage)
2305 - PH	2,032	1.04
2306 - PH	1,879	0.96
2307 - PH	2,033	1.04
2308 - PH	2,131	1.09
2309 - PH	2,030	1.04
2311 - PH	1,823	0.93
112 Units	195,515	100.00

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
01/05/2015 10:49:27 AM
\$90.00
201500001370**

