

After recording return to:

Lindsey J. Postula  
Gray Reed & McGraw LLP  
1300 Post Oak Boulevard Suite 200  
Houston, TX 77056

**BYLAWS  
OF  
URBAN COMMONS HOMEOWNERS' ASSOCIATION, INC.**

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OF  
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**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is URBAN COMMONS HOMEOWNERS' ASSOCIATION, INC. (the "Corporation"). The principal office of the Corporation shall be located in Dallas County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

The following words, when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

**"Assessments"** shall mean and refer to the regular annual, quarterly or monthly assessments levied for the Association as determined by the Board of Directors.

**"Association"** shall mean and refer to *Urban Commons Homeowners' Association, Inc.*, a Texas non-profit corporation, its successors and assigns.

**"Board" or "Board of Directors"** shall mean the governing body of the Association, the elections and procedures of which shall be as set forth in the Certificate of Formation and the Bylaws of the Association.

**"Common Areas"** shall have the meaning set forth in Section 1.9 of the Declaration.

**"Declarant"** shall mean and refer to Disk Development, LLC, a Texas limited liability company.

**"Declarant Control Period"** means the period of time commencing upon the filing of this Declaration in the real property records of Dallas County, Texas, and terminating on the 120<sup>th</sup> day after the date that 75% of the Lots in the Property have been conveyed to Owners other than Declarant

**"Declaration"** shall mean that certain Declaration of Covenants, Conditions and Restrictions for Urban Commons filed of record in Dallas County, Texas.

**“Development Period”** means the period of time commencing upon the filing of the Declaration in the real property records of Dallas County, Texas, and terminating when Declarant has sold or conveyed the last Lot in the Property to an unrelated third party. **DECLARANT HAS CERTAIN RIGHTS DURING THE DEVELOPMENT PERIOD WHICH ARE ENUMERATED IN THE DECLARATION.**

**“Documents”** shall have the same meaning as set forth in Section 1.16 of the Declaration.

**“Lot” or “Lots”** shall have the meaning set forth in Section 1.20 of the Declaration. Title to the Lots are held by the individual lot owners and not the Association. Membership in the Association cannot be severed from the ownership of a Lot.

**“Member”** shall mean and refer to each Owner as provided herein or in Section 1.21 of the Declaration.

**“Owner”** shall have the same meaning as set forth in Section 1.22 of the Declaration.

**“Property”** shall have the meaning given to it in Section 1.28 of the Declaration.

### **ARTICLE III** **MEMBERSHIP**

**Section 1.** Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Corporation.

**Section 2.** The Corporation shall have two classes of voting membership as follows:

**A. Class A Members.** Class A Members shall be the Owners (excluding Declarant) of each Lot within the Property. Class A Members shall have one (1) vote for each Lot so owned.

**B. Class B Member.** The Class B Member shall be the Declarant. During the Declarant Control Period, the Class B Member shall have one hundred (100) votes for each Lot owned by it and two hundred (200) votes for each acre of unplatted land within the Property owned or controlled by it. Notwithstanding the foregoing, after the termination of the Declarant Control Period, one-third of the members of the Board shall be elected by Members other than Declarant.

**Section 3.** The rights of membership are subject to the payment of assessments levied by the Corporation, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against which such assessments are made as provided by the Declaration which is hereby incorporated herein and made a part hereof for all purposes.

Bylaws

Urban Commons Homeowners' Association, Inc.

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ARTICLE IV  
PROPERTY RIGHTS AND RIGHTS  
OF ENJOYMENT OF THE COMMON AREAS

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Areas in accordance with and subject to the terms and conditions set forth in the Documents.

Section 2. Any Member may delegate such Member's rights of enjoyment in the Common Areas to the members of such Member's family who reside upon the Lots.

ARTICLE V  
DIRECTORS

Section 1. Until the end of the Declarant Control Period, the Board shall consist of three (3) individuals, who shall be selected by Declarant. After the end of the Declarant Control Period and until the end of the Development Period, the Board shall consist of three (3) individuals, two of whom shall be selected by Declarant, and one of whom shall be elected by the majority vote of Members other than Declarant at a meeting duly called for the purpose of electing such Board member (which may be the annual meeting of the Members, but which meeting must be called within 120 days after the end of the Declarant Control Period). After the termination of the Development Period, the Board shall consist of no less than three (3) members and no more than seven (7) members, which shall all be elected by the majority vote of the Members voting in person or by proxy at a meeting duly called for the purpose of electing Board members (which may be the annual meeting of the Members), which Board members shall initially be elected as follows for their initial terms: fifty percent (50%) of the Board members to be elected who receive the highest number of votes will serve a two (2) year term and the remaining elected Board members will serve a one (1) year terms, so that at future annual meetings of the Members, all Board members shall be elected in staggered terms of two (2) year terms. Directors need not be residents of the State of Texas or Members of the Corporation.

Section 2. Prior to the end of the Declarant Control Period, any vacancy occurring in the Board of Directors shall be filled by Declarant. After the end of the Declarant Control Period, any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though the remaining Directors may constitute less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled at an annual meeting of the Members or at a special meeting of the Members entitled to vote called for that purpose. After the expiration of the Declarant Control Period, any Director may be removed from the Board of Directors, with or

without cause, by a majority vote of the Members at an annual meeting of the Members or at a special meeting of the Members entitled to vote called for that purpose.

Section 3. The business and affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things which are not directed or required by statute or by the Certificate or by these Bylaws or by the Declaration to be exercised and done by the Members. The power and authority of the Board of Directors shall include all of the powers set forth in paragraph 3.6 of the Declaration.

Section 4. It shall be the duty of the Board of Directors to perform, on behalf of the Association, those duties set forth in Sections 3.6 and 3.7 of the Declaration.

## ARTICLE VI MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Meetings of the Board of Directors, regular or special, shall be held within Dallas County, Texas, or such other county within the State of Texas as all Directors shall agree.

Section 2. The first meeting of each newly elected Board of Directors shall be held at such time and place as may be fixed by resolution of the initial Board of Directors, but shall be held no later than 120 days after the last Lot has been sold by Declarant to a third party. In the event of the failure of the Members to fix the time and place of such first meeting of the newly elected Board of Directors, or in the event that such meeting is not held at the time and place so fixed by the Members, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or as shall be specified in a written waiver signed by all of the Directors.

Section 3. Regular meetings of the Board of Directors shall be at least annually, and may be held monthly or quarterly, as the Board may determine from time to time, without notice, at such place and location as may be fixed from time to time by resolution of the Board.

Section 4. Special meetings of the Board of Directors shall be held when called by the President or by any two Directors. Written notice of special meetings of the Board of Directors shall be given to each Director at least three (3) days before the date of the meeting. The business to be transacted at any special meeting of the Board of Directors shall be specified in the notice or waiver of notice of such meeting.

Section 5. A majority of the Directors shall constitute a quorum for the transaction of business and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by the Declaration. If a quorum shall not be present at any meeting of the Board of Directors, the

Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

**Section 6.** Any action required or permitted to be taken at a meeting of the Board of Directors or a committee established by the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all of the members of the Board of Directors or the committee, as the case may be, and such consent shall have the same force and effect as a unanimous vote at a meeting. Meetings of Directors may be held by electronic transmission or conference call if all Directors unanimously agree, and if each Director can hear and be heard by every other Director.

**Section 7.** Board of Directors meetings shall be open board meetings pursuant to section 209.0051 of the Texas Property Code.

**Section 8.** Board meetings (a) after the termination of the Declarant Control Period, and (b) prior to the termination of the Declarant Control Period if the meeting is to be conducted for the purpose of adopting or amending the Documents, increasing the amount of assessments or adopting a special assessment, or electing non-Declarant affiliated board Members as Directors, or changing the voting rights of Members, shall be noticed and held in accordance with Section 209.00051 of the Texas Property Code, and as follows:

- (a) Except for telephonic or electronic device meetings, meetings of the Board must be held in Dallas County, Texas, or an adjacent county;
- (b) Records shall be kept by the Board of each meeting in the form of written minutes, which minutes shall be made available to each Member for inspection and copying at the Member's written request to the Association's management agent on the Association's filed Management Certificate;
- (c) Members shall be given notice of the date, time, hour, place and general subject of the Board meeting.
- (d) The notice to Members of the meeting shall be (i) mailed to each Member not later than the 10<sup>th</sup> day or earlier than the 60<sup>th</sup> day before the meeting, or (ii) provided at least 72 hours before the start of the meeting by (A) posting the notice in a conspicuous manner reasonably designed to provide notice to Members: (1) in a place located on the Association's Common Areas, or, with the property Owner's consent, on other conspicuously located privately held property within the Property; (2) or any internet website maintained by the Association, AND (B) sending the notice by e mail to each Member who has registered an e mail address with the Association.

**ARTICLE VII**  
**NOMINATION AND ELECTION OF DIRECTORS; MEMBER VOTING**

**Section 1.** Nomination for election of any Director that is to be elected by the Members hereunder to the Board of Directors shall be made from the floor at the annual meeting of Members.

**Section 2.** Election to the Board of Directors of any Director to be elected by the Members hereunder shall either be by (a) voice vote at a meeting of the Members, or (b) written or electronic ballot, if electronic ballots are determined to be acceptable by the Board of Directors for such election. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Section 3.** All other matters required to be voted on by the Members pursuant to these Bylaws or the Declaration shall be voted upon either by (a) voice vote at a meeting of the Members, or (b) written or electronic ballot, if electronic ballots are determined to be acceptable by the Board of Directors for such election or vote. All written ballots must be in writing and signed by the Member. At such vote, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Cumulative voting is not permitted.

**Section 4.** Not later than the 10<sup>th</sup> day or earlier than the 60<sup>th</sup> day before the date of a Member's meeting, election or vote, the Association, through the Board, shall give written notice of the meeting, election or vote to each Member.

**Section 5.** A demand for a recount of votes in any election or vote must be made in accordance with Section 209.0057 of the Texas Property Code.

**Section 6.** Voting and Quorum. The voting rights of any Member may be cast or given:

- (a) By person or by proxy at a meeting of the Members;
- (b) By written absentee ballot; or
- (c) By electronic ballot if the same has been approved.

Absentee or electronic ballots must comply with the requirements of Section 209.00592 of the Texas Property Code.

ARTICLE VIII  
COMPENSATION OF DIRECTORS

The directors of the Corporation shall serve without compensation.

ARTICLE IX  
NOTICES

Section 1. Except those notices required to be given under Article VI above, notices to Members and holders of first mortgage liens (if such notice is required) shall be given in writing and delivered personally or mailed to the Members and holders of first mortgage liens at their addresses appearing on the books of the Corporation. Notice by mail shall be deemed to be given at the time when deposited in the United States mail, addressed to the Member or mortgage holder at the address as it appears on the books of the Corporation, with postage thereon prepaid. Notice to Directors may be given by mail, or by electronic mail or by facsimile and shall be deemed to be given when transmitted to the appropriate electronic mail address or facsimile number.

Section 2. Whenever any notice is required to be given to any Member, Director, or holder of a first mortgage lien under the provisions of any statute or of the Documents, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 3. Attendance of any Member, Director, or holder of a first mortgage lien at a meeting shall constitute a waiver of notice of such meeting, except where a Director or Member attends a meeting for the purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE X  
OFFICERS

Section 1. The officers of the Corporation shall consist of a President (who shall at all times be a member of the Board of Directors), and a Secretary. The officers may also include one or more Vice Presidents and a Treasurer. Each officer shall be elected by the Board of Directors. Any office may be held by the same person except the President and Secretary.

Section 2. The Board of Directors, at the first meeting and after each annual meeting of Members, shall elect the officers of the Corporation.

Section 3. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors.



Section 4. All officers of the Corporation shall serve without compensation.

Section 5. Each officer of the Corporation shall hold office for one (1) year unless he or she shall sooner resign or shall be removed or otherwise disqualified to serve. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors without notice whenever, in its judgment, the best interests of the Corporation will be served thereby. Any vacancy occurring in any office of the Corporation by death, resignation, removal, or otherwise shall be filled by the Board of Directors.

## ARTICLE XI MEETINGS OF MEMBERS

Section 1. Annual meetings of Members shall be held in Dallas County, Texas, and shall commence within 120 days after the date the last Lot has been sold by the Declarant to a third party, and shall be held annually thereafter, on such date as may be set by the Members in their annual meeting, or if no date is set, then on the fourth Thursday of October if not a legal holiday, and if a legal holiday, then on the next calendar day following at 7:30 p.m., at which they shall elect, by a plurality vote, any Director or Directors permitted to be elected by the Members and transact such other business as may properly be brought before the meeting. The Board of Directors may elect to establish an alternate date of the annual meeting of Members within thirty (30) days after the previous annual meeting, upon written notice to all Members.

Section 2. Special meetings of the Members may be called by the President or the Board of Directors and shall be called by the Secretary upon written request of Members entitled to cast ten percent (10%) of all of the votes of the entire membership or who are entitled to cast ten percent (10%) of the votes of the Class A membership.

Section 3. Written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the day of the meeting.

Section 5. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 6. The presence at any meeting of Members entitled to cast one-tenth (1/10) of the votes of each class of membership, represented in person or by proxy, shall constitute a quorum at meetings of Members except as otherwise provided in the Documents. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members present, in person or represented by proxy, shall have power to adjourn the meeting from time to time,

without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. Other than for the election of Directors, the vote of Members entitled to cast a majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members, unless the vote of a greater number is required by law or the Documents.

Section 8. A Member may vote, in person or by proxy, or otherwise in accordance with the provisions set forth in Article VII. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution.

Section 9. Any action required by the Documents or by law to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by all of the Members required to vote affirmatively with respect to the subject matter thereof, and such consent shall have the same force and effect as the required affirmative vote of Members.

Section 10. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Certificate of Formation shall be resolved in favor of the provision(s) set forth in the Certificate. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Declaration shall be resolved in favor of the provision(s) set forth in the Declaration.

### ARTICLE XIII BOOKS AND RECORDS

The books, records, and papers of the Corporation shall, at all times, be subject to inspection by all Members or holders of first mortgage liens in accordance with Section 209.005 of the Texas Property Code. The costs the Association will charge for any compilation, production and reproduction of such Documents shall be 25 cents per page for plain black and white copies. The Association shall retain the following:

- (a) Documents (including the Certificate of Formation, Declaration, Rules, and Bylaws) permanently.
- (b) Financial books and records for seven (7) years.
- (c) Account records of current Members for five (5) years.
- (d) Contracts with a term of one (1) year or more for four (4) years after expiration.
- (e) Minutes of meetings of Members and Board of Directors for seven (7) years.
- (f) Tax returns and audit records for seven (7) years.

#### ARTICLE XIV INDEMNIFICATION

Section 1. The Corporation shall have the power to indemnify any Director or officer or former Director or officer of the Corporation for expenses and costs (including attorneys' fees) actually and necessarily incurred in connection with any claim asserted against such Director or officer, by action in court or otherwise, by reason of his or her being or having been such Director or officer, except in relation to matters as to which he or she shall have been guilty of negligence or misconduct in respect of the matters in which indemnity is sought.

Section 2. If the Corporation has not fully indemnified such Director or officer, the court in the proceeding in which any claim against such Director or officer has been asserted or any court having the requisite jurisdiction of any action instituted by such Director or officer on his claim for indemnity, may assess indemnity against the Corporation, its receiver, or trustee, for the amount paid by such Director or officer in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to the Corporation), and any expenses and costs (including attorneys' fees) actually and necessarily incurred by such Director or officer in connection therewith to the extent that the court shall deem reasonable and equitable, provided, nevertheless, that indemnity may be assessed under this Section only if the court finds that the person indemnified was not guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

#### ARTICLE XV AMENDMENTS

During the Declarant Control Period, these Bylaws may be amended at any time by a majority vote of the Board of Directors, subject to the notice requirements of Article VI. After the termination of the Declarant Control Period, these Bylaws may be altered, amended, or

repealed by a vote of the majority of the Members at any regular meeting of the Members or at any special meeting of the Members, subject to the notice requirements set forth in Article VI.

ADOPTED by the initial Board of Directors on JUNE 25, 2020.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

  
DIANE CHEATHAM

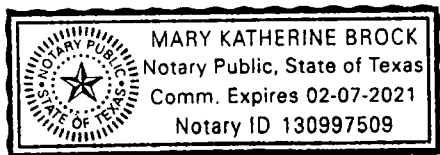
  
CHARLES CHEATHAM

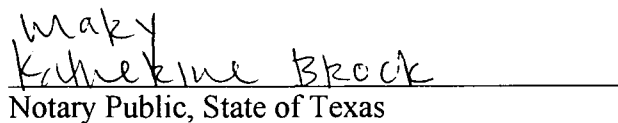
  
RANDALL HUNT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 25 day of June, 2020, by Diane Cheatham, Charles Cheatham and Randall Hunt as initial Directors of Urban Commons Homeowners' Association, Inc., a Texas non-profit corporation.



  
Notary Public, State of Texas

(Recording Page)

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

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**Instrument Number:** 202000167481

eRecording - Real Property

Recorded On: July 06, 2020 08:02 AM

Number of Pages: 15

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

Total Recording: \$78.00

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

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

**File Information:**

Document Number: 202000167481  
Receipt Number: 20200629001804  
Recorded Date/Time: July 06, 2020 08:02 AM  
User: Nikki W  
Station: CC03

**Record and Return To:**

CSC Global



**STATE OF TEXAS  
COUNTY OF DALLAS**

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

John F. Warren  
Dallas County Clerk  
Dallas County, TX