

After recording return to:

Lindsey Postula  
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1300 Post Oak Boulevard  
Suite 2000  
Houston TX 77056

**FIRST AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
URBAN COMMONS**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Urban Commons (this "First Amendment") is made by DISK DEVELOPMENT, LLC, a Texas limited liability company (the "Declarant").

**RECITALS:**

- A. Declarant previously executed and filed that certain Declaration of Covenants, Conditions and Restrictions for Urban Commons recorded on June 19, 2020, under County Clerk's File Number 202000158827, Official Public Records, Dallas County, Texas, creating certain covenants, conditions, easements and restrictions on the property described therein (the "Declaration").
- B. Section 8.2(A) of the Declaration provides that the Declaration may be amended at any time by the Declarant during the Development Period.
- C. Declarant has agreed to amend the Declaration during the Development Period under the under the terms provided below.

NOW, THEREFORE, in consideration of the foregoing, Declarant stipulates as follows:

**AMENDMENTS:**

1. Design Guidelines. The current Design Guidelines, as defined in Section 1.15 of the Declaration, are hereby attached to this First Amendment as Exhibit A.
2. Certificate of Assessments Due. Notwithstanding anything in the Declaration, the fee for any resale certificate shall not exceed the maximum amount permitted by Texas law.

3. Powers and Authority of the Association. The heading of Section 3.6, subsection “VI. Design Guidelines and Community Rules” is hereby amended to be “W. Design Guidelines and Community Rules.” In addition, Section 3.6, X is hereby added as follows:

“X. **Removal of Officer or Director.** In order to enforce the Declaration, the Rules, and any other Documents of the Property, the Board, acting on behalf of the Association, shall have the power to remove any member of the Board or any Officer if the Board member or Officer has violated the terms of any of the Declaration, the Rules, or any other Documents of the Property and such failure shall continue after written notice. The Board shall, prior to exercising such right, furnish the offending Board member or officer with written notice of the violation and at least ten (10) days to cure the violation.”

4. Association Capitalization Fee. Section 5.13 of the Declaration is hereby amended and restated as follows:

“5.13 **Association Capitalization Fee.** Upon the sale, lease, or conveyance of any Lot or any conveyance of Owner’s interest in any Lot (a “Transfer”), the purchaser, tenant, or transferee of such Lot (or of the interest in such Lot) (the “Purchaser”) shall pay the Association Capitalization Fee (as hereinafter defined) to the Association. Notwithstanding the foregoing provision, the following transfers will not be subject to the Association Capitalization Fee: (i) foreclosure of a deed of trust lien, tax lien, or the Association’s assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary Transfer by an Owner to one or more co-owners, or to the Owner’s spouse, child, or parent; (iv) any Purchaser who is the domestic partner or former spouse of the Owner; (v) any Purchaser that is a wholly-owned entity of the Owner, if the Lot will continued to be occupied by the same Owner; (vi) any Purchaser to whom a Lot is conveyed by a will or through the law of intestacy; and (vii) any Transfer from Declarant. If not paid upon the Transfer, the Association Transfer Fee shall accumulate interest (at a rate not to exceed the highest rate allowed by Texas law) from and after the date of the Transfer. Each Association Capitalization Fee, together with the foregoing interest, shall be the personal obligation of the Purchaser; provided, however, the seller who was the Owner of such Lot at the time of the Transfer shall be jointly and severally liable for any Association Capitalization Fee that is not paid by the Purchaser. The Association Capitalization Fee shall be used to fund capital improvements to the Property and/or for such other purposes as approved by the Board. Notwithstanding anything to the contrary herein, either the Declarant or the Board shall have the right to increase, reduce, or terminate the Association Capitalization Fee at any time and for any reason as to all Owners, including (without limitation) a determination by the Declarant or the Board (in their respective sole and absolute discretion) that the Association Capitalization Fee is interfering with existing or prospective Owners’ ability to obtain financing. The initial Association Capitalization Fee shall be Seven Hundred Fifty and No/100 Dollars (\$750.00).”

5. Nonresidential Uses. Section 6.3 of the Declaration is hereby amended and restated as follows:

“6.3 **Nonresidential Uses.** No manufacturing, trade, business, commerce or industry, whatsoever will be conducted or carried on upon any Lot or any part thereof, or in any building or other structure erected thereon, except those professions and other occupations which are conducted or carried on with the prior approval of the Architectural Committee and in accordance with applicable law. Owners may conduct personal business from within their residences so long as such businesses do not include the regular visitation of customers, vendors or clients to the Lot. No more

than the maximum number of Lots may be Leased (as hereinafter defined) within the designated address ranges set forth below:

Address Range	Maximum Number of Leased Lots
100 to 117	2
201 to 215	1
302 to 316	1
402 to 420	1
502 to 518	1
602 to 618	1
702 to 714	1
802 to 816	1
901 to 907	1

If any Owner Leases more than maximum number of Lots that may be Leased, such Owner shall pay a fine of \$50.00 per Lease per day for each violating Lease. No Lease shall be made for transient, hotel, or short-term rental purposes (including without limitation Airbnb, Vrbo, HomeAway, FlipKey, HomeToGo or other such short-term rental service) or, except by a first mortgagee following a foreclosure of any lien securing sums borrowed for the purchase of the Lot in question or for the construction of the original dwelling thereon, for an initial term of less than six (6) months. "Leasing" (and variations thereof) for the purposes of this Section is defined as the occupancy of a Lot by any person other than Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. No subleasing shall be permitted. The Board will maintain a current list of Leased Lots. No Owner shall Lease less than an entire residence. Any Lease shall be in writing, shall state that it is subject in all respects to the provisions of this Declaration, and shall provide that any failure by the tenant thereunder to comply with the terms and provisions of this Declaration shall be and constitute a default under such lease. Each Owner shall submit the start date and end date of any Lease and the tenant(s)' contact information to the Association within ten (10) days after Lease execution.

6. Parking. Section 6.4 of the Declaration is hereby amended and restated as follows:

"6.4 **Temporary Structures and Parking.** No temporary structure of any kind shall be erected or placed upon any Lot except as provided in this Article. Any truck larger than a half-ton, bus, boat, boat trailer, recreational vehicle, camper or any vehicle other than a conventional automobile shall, if brought within the Property, be stored, placed or parked within a Parking Garage. No trailer, mobile home, tent, camper vehicle, or temporary house shall be placed, or stored on any Lot. Owners and occupants with the use of any Parking Garage(s) (whether attached or otherwise) shall park vehicles first in all of their Parking Garage(s) and **shall not park** any vehicles on streets within the Property unless all of such Parking Garage(s) are full of vehicles. This Section 6.4 shall be subject to the Rules (which shall include the Garage Usage Policy) which may be amended from time to time by the Association. No parking will be permitted on a street within any cul-de-sac or roundabout.

7. Dispute Resolution. The following Section 8.8 is hereby added to the Declaration:

"8.8 **Disputes.** Matters of dispute or disagreement between Owners, Residents or Members with respect to the interpretation or application of the provisions of this Declaration or the Bylaws, shall be determined by the Board. These determinations (absent arbitrary and

capricious conduct or gross negligence) shall be final and binding upon all Owners, Residents and Members.”

8. Any capitalized term used herein, but not defined herein, shall have the meaning set forth in the Declaration. Nothing contained herein shall be deemed to amend or modify the Declaration, except as expressly set forth herein. In the event of a conflict between the terms of this Amendment and the Declaration, the terms of this Amendment shall control. This Amendment shall be binding on the parties hereto, and their respective legal representatives, successors, and assigns.

EXECUTED effective as of 9-27, 2022.  
*September 27, 2022*

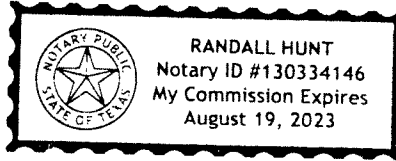
*[Signatures appear on the following page]*

DECLARANT:

DISK DEVELOPMENT, LLC  
a Texas limited liability company

By: *Diane Cheatham*  
Diane Cheatham, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §



The foregoing instrument was acknowledged to me this 27 day of September 2022, by Diane Cheatham, the President of DISK DEVELOPMENT, LLC, a Texas limited liability company.

*Randall Hunt*  
Notary Public in and for the State of Texas

EXHIBIT A TO  
FIRST AMENDMENT TO DECLARATION

Urban Commons Design Guidelines

These criteria for the design of individual homes are intended to provide cohesive, high-quality community environment for the resident and visitors of Urban Commons, while allowing a high degree of design flexibility for architects, and constructability for builders.

The architecture at Urban Commons is modern, arising from the talents of a select group of regionally and nationally recognized architects. Rejecting historically false or “retro” styles, the homes, as well as future renovations and expansions, of Urban Commons are *of their time and of their place*.

These guidelines provide the framework for the visual design of each home, but do not provide criteria for other technical and construction factors that may affect their design, including regulatory standards (codes, etc.) that address fire and fire access, life safety, building, zoning, accessibility, energy, etc. Identifying and addressing those applicable standards are the full responsibility of each builder and architect. In the event of a conflict between regulatory standards and these criteria, the regulatory standards prevail.

For the purposes of this criteria, the collection of homes oriented around a given commons is called a Pod.

**HOME MASSING**

- 50% of front ground floor elevation facing the commons must be a porch with a minimum of 6 feet deep. Alternatively, if provision of a porch is not feasible nor desirable, an open balcony of comparable size may be provided located on the first story immediately above the ground floor.
- 3 stories maximum
- 36 feet maximum
- Windows / openings are acceptable on a wall on a property line but must be designed to preclude views into neighboring yards (clerestories, translucent glass, etc.).

**YARDS**

The location of the home on the site is determined by a combination of factors, including certain commonly used terms such as “yards”, “setbacks”, and “easements”. The cumulative effect of these are documented as “build-to” lines on the MASTER SITE PLAN and on specific lot plats, incorporated as part of this criteria. That said, each builder /architect team is ultimately responsible for determining these and how they apply to their lots.

- The yard criteria apply to all lots, but there may be variations for certain lots, identified on specific lot plats. If so, those variations prevail.
- Regarding lots that abut a retaining wall, houses, pools and other permanent structures must be located a minimum of 10’-0” from the wall. Additionally, homes and pools must be on piers so there is no added pressure to the walls.

Generally, the following criteria apply.

- Front build-to line (facing commons or woonerf) — no minimum yard

- 80% of the home’s “front” elevation facing the commons must touch property line unless a lower percentage is required in order to save an existing tree (ref: landscape plan, as some existing trees will be mitigated due to grading changes)
- Lots that have attached garages, 70% of the elevation facing the street or woonerf must be set back exactly 1 foot from the street, unless noted otherwise below:
  - Amber 901, 903, 905, 907, garage door setback line is 6’-0”
  - Redwood 101, garage door set back is 2’-0”
- Rear build-to line — 5 feet minimum from property line. This does not apply to 102, 104, 106, 108, 110, 112, 201-215, 901, 903, 905, nor 907.
- Side build-to line — 10 feet minimum from adjacent residence (may include 5-foot use easement of neighboring lot).
- The side yards are located on each lot as follows:
  - 101 – south side
  - 102 to 112 – west side
  - 113 to 117 – east side
  - 201, 203 – south-east side
  - 205 to 215 – east side
  - 302 to 816, 904, 906 – south side
  - 901, 903, 905, 907 – east side

**EXTERIOR MATERIALS**

This exterior material criteria are intended to promote cohesion within a given Pod of homes and to promote compatibility from Pod to Pod. Materials should remain consistent within each Pod.

Roof

- The main body of all roofs must be sloped.
- Minor roof elements — porches, awnings, bay windows, etc. — may be flat.
- All sloped roofs must be a standing seam style metal roof. Other acceptable metal roof panels include a CF or CFS profile by Mueller (or approved equal).
- Acceptable colors
  - white..... Mueller White or equal
  - grey..... Mueller Light Gray or equal
  - dark grey..... Mueller Charcoal Gray or equal
  - galvanized or galvalume..... Mueller Galvalume Plus or equal

Brick

- Modular size only
- Monochromatic color — no blends

- Texture is free (e.g. wire cut, smooth, velour, etc.) but must be consistent throughout one Pod of homes
- Acceptable brick colors
  - white ..... Acme Glacier White or equal
  - grey ..... Acme Marble Gray or equal
  - dark grey ..... Blackson Brick Midnight Velour or equal

Metal siding

- Corrugation or pattern is free but must be consistent throughout one Pod of homes.
- Acceptable colors
  - white ..... Mueller “White” or equal
  - grey ..... Mueller “Light Gray” or equal
  - dark grey ..... Mueller “Charcoal Gray” or equal
  - alt. dark grey ..... Steelogic “Slate” or equal
  - galvanized or galvalume ..... Mueller “Galvalume Plus” or equal

Non-metal siding

- Cement Board, Wood or LP SmartSide are acceptable products
- The siding, except real wood, must have a smooth finish only (no wood grain texture)
- Acceptable paint colors
  - white ..... SW 7063 “Nebulous White” or equal
  - grey ..... SW 7017 “Dorian Gray” or equal
  - dark grey ..... SW 7019 “Gauntlet Gray” or equal
  - alt. dark grey ..... Benj. Moore 2125-20 “Deep Space” or equal
  - galvalume ..... SW 6232 “Misty” or equal

Other materials

- Other materials acceptable as exterior accents:
  - Cast stone ..... Advanced Cast Stone Classic White, or  
Advanced Cast Stone Natural Limestone, or Equal
  - Accent colors (10% of exterior surface area maximum)
- Paving visible from a commons must be of a subdued color and texture and compatible with the overall material of the home (no brightly colored tile, concrete, etc.)
- Metals (other than siding) visible from exterior at the property line of each home must be silver in color (stainless steel, chrome, natural aluminum, anodized aluminum, etc.) — no brass, bronze, or other colors, except as allowed under the accent color provision above.



**EXTERIOR LIGHTING**

- All lighting fixtures visible from the exterior must be of a full cut-off design so that no lighting source is visible from the property lines of each home.
- Each home shall provide exterior lighting on the elevation facing the commons sufficient to illuminate all of the adjacent walk at a level of 2-3 foot-candles. This lighting must be controlled by photo sensors that turn on within one hour prior to dusk and shut off within one hour after dawn. (reference page 6 - of Dark Sky guidelines)

<http://www.darkskysociety.org/handouts/LightingPlanGuidelines.pdf>

- Homes with an attached garage, shall provide exterior lighting on the elevation facing the facing woonerf or street, sufficient to illuminate the adjacent walk at a level of 1-2 foot-candles. This lighting must be controlled by photo sensors that turn on within one hour prior to dusk and shut off within one hour after dawn.

Note: there will be some additional lighting from streetlights and garages, however this lighting shall not to be accounted for in meeting the individual home’s lighting criteria.

**LANDSCAPE**

- **Linear Planting Zone:** Each home will have two-foot linear planting zone along the front of the house, between the property line and the sidewalk. This planting zone is part of the commons space, and each owner is responsible for planting and maintaining this zone. The planting zone is open to species selection so long as reasonable for the expected growth of plant over time, such as small shrubs, decorative grasses, herbs, groundcover, perennials and annuals. Also, decorative gravel and pebbles are allowable up to 75% of the total zone. Turf grass is not permitted in the planting zone.
- **Backyard and sideyard Trees** must be small, columnar or ornamental size trees may be planted in back and side yards. Trees must be planted at least 3 feet from any retaining wall and / or fence. *Additionally, lots with extended yards such as 215 or 710, provide a min. of 1 tree per 10 feet of sideyard. For example, should designer provide a 30-foot-long sideyard, then at least 3 trees shall be installed.*
- **Street Trees:** Street Trees are required per the landscape plan for lots 103, 105, 107, 109, 111, 113, 115, 117 and per the DSGN Site plan for lots 901, 903, 905, and 907.
- The HOA will maintain all trees at the street. If trees are on a privately owned lot, then the owner will be responsible for replacing any trees damaged in any way.
- Allowable species:
  1. Street trees:
    - Lacebark Elm ..... ulmus parvifolia, min. 30 gal, 2” cal, single-trunk
  2. Shade trees (locate only where space to grow to full capacity):
    - Dawn Redwood..... matasequoia glyptostroboides, min. 2” cal, single-trunk
    - October Glory Maple .....acer rubrum, min. 2” cal, single-trunk
    - Highrise Live Oak..... quercus virginiana, min. 2” cal, single-trunk

- Eastern Red Cedar ..... juniperus virginiana, min. 2” cal, single-trunk

3. Ornamental trees: The exact species of ornamental is open, so long as they are native or adaptive (non-invasive) and the expected canopy at full growth is less than 15 feet in diameter, such as a Mexican Plum, Japanese maple, Texas Redbud, Vitex, etc.

4. Groundcovers:

- Purple Wintercreeper... euonymus fortunei ‘coloratus’, min. 8” O.C. (full sun)

- Vinca Minor..... vinca minor traditional (creeping myrtle), min 8” o.c

- English Ivy..... hedera helix, min 8” o.c.

5. Vines, annuals, and perennials shall be native Texas species and able to grow in Dallas / Blackland Prairie region

## INTERIOR

- All homes to have natural gas for central heating
- All homes to have natural gas for water heating (tankless, storage, etc. and may be supplemented with solar hot water system if desired)
- All homes to have natural gas cooktops

## OTHER DESIGN ELEMENTS

### Balcony railings

- Railings must be metal or glass and designed to be integrated and compatible with the overall home design.

### Fences

- There are four options for construction of fences:
  1. Architectural - must be constructed as an integral part of each home, with materials and detailing to match the design of the home.
  2. Galvanized chainlink with vines planted a min of 12 inches o.c.
  3. Galvanized horizontal corrugated (equal to Urban Commons fence between garages on North side property line.)
  4. Horizontal wood slat must be constructed of 6” (nominal) wide boards of a naturally weathering wood — cedar, redwood, ipe, etc. Boards must be continuous and oriented horizontally and constructed with galvanized posts equal to PostMaster by Master Halco or offset panels like the common area wood fences.
- Fences running along commons or the woonerf must be set back from the face of the home at least two feet. One exception, Architectural fence (option 1 above) may remain in-line with face of building if face of main facade and fence is of the same material.
- Fence supports - poles, posts, etc. must be turned to the inner face of the fence so that the “ugly side” faces the home.

- Fences located above a stone retaining wall (mostly along the creek) must be set back a minimum of three feet from the face of the wall. The area between the fence must be landscaped with ground cover per the above list. This requirement does not apply to fences on the northern boundary of Urban Commons.
- Fences in the back yards of 302, 306, 310 and 314 must be constructed in the same design and same materials as the fence along Wilding Way.

Decks (applicable to lots along creek only)

- Decks shall be constructed of Trex (or equal) or a naturally weathering wood such as Cedar, Redwood, Ipe, etc.
- Decks shall be located a minimum of 5 feet from the face of an adjacent stone retaining wall.
- If railings are installed on a deck they must meet the same criteria as those for balcony railings.

**RENOVATIONS & ADDITIONS**

At any time, renovations and additions may be considered with the following principles:

- Alterations align with the Secretary of the Interiors guidelines that state, *“All buildings, structures, sites shall be recognized as products of their own time. Alterations which have no historical basis, and which seek to create an earlier appearance shall be (highly) discouraged.”*
- Alterations align with all the design guidelines provided in this Exhibit B.

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

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**Instrument Number:** 202200269533

eRecording - Real Property

Recorded On: October 12, 2022 03:48 PM

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

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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.

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Minneapolis MN 55401



**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