

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AFTER RECORDING, RETURN TO:
Bear Creek Ranch Community Association, Inc.
c/o Essex Association Management, LP
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**STATUTORY NOTICE AND
RECORDATION OF DEDICATORY INSTRUMENTS FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.**
*(**Cross Reference:** Community Charter for Bear Creek Ranch filed under
Document No. 200503521613, of the Official Public Records, Dallas County,
Texas)*

This **STATUTORY NOTICE AND RECORDATION OF DEDICATORY INSTRUMENTS** (this "Notice") is executed and recorded to be effective as of this 3rd day of January, 2025 (the "Date of Notice").

WHEREAS, the owners of the affected real property executed and caused to be recorded the Community Charter for Bear Creek Ranch as Document No. 200503521613, in the Official Public Records of Dallas County, Texas, as may be amended (as amended, the "Charter"). Terms capitalized but not otherwise defined herein shall have the meaning ascribed thereto in the Charter;

WHEREAS, that certain Bear Creek Ranch Community Association, Inc., a Texas non-profit corporation (the "Association") was formed on or about August 5, 2005 as the governing association under the Charter;

WHEREAS, that certain Collection Policy for the Association was recorded on December 30, 2011, as Document No. 201100341166, in the Official Public Records of Dallas County, Texas (the "Collection Policy");

WHEREAS, that certain Alternative Payment Schedule Guidelines for Certain Assessments for the Association was recorded on December 30, 2011, as Document No. 201100341162, in the Official Public Records of Dallas County, Texas (the "Alternative Payment Schedule");

WHEREAS, that certain Policy for Records Production and Copying for the Association was recorded on December 30, 2011, as Document No. 201100341164, in the Official Public Records of Dallas County, Texas (the “Records Policy”);

WHEREAS, that certain Document Retention Policy was recorded on December 30, 2011, as Document No. 201100341163, in the Official Public Records of Dallas, County, Texas (the “Document Retention Policy”);

WHEREAS, the Association wishes to adopt a written Community-Wide Standard for the Community;

WHEREAS, as set forth in Section 202.006 of the Texas Property Code, a property owners' association is required to file all dedicatory instruments governing the establishment, maintenance or operation of a residential subdivision in the real property records of each county in which the property to which the dedicatory instruments relate is located. Accordingly, the Association hereby files this Notice to effectively file and provide notice that the instruments attached and listed below are applicable to property in the county of filing, said property being described in **Exhibit A** attached hereto.

NOW THEREFORE, attached hereto as follows are true and correct versions of the following documents, which shall be in lieu of and in replacement of the previously recorded versions of these documents as noted above:

1. Notice and Hearing; Schedule of Fines Policy attached hereto as **Exhibit B**, which shall be in lieu of and in replacement of the Collection Policy and which was adopted by the Board, as certified by the signature on this Notice, in accordance with Chapter 209 of the Texas Property Code and supersedes any policy regarding collections, notices and hearings which may have previously been in effect.
2. Alternative Payment Policy attached hereto as **Exhibit C**, which shall be in lieu of and in replacement of the Alternative Payment Schedule and was adopted by the Board as certified by the signature on this Notice, in accordance with Section 209.0062 of the Texas Property Code and supersedes any policy regarding alternative payments which may have previously been in effect.
3. Records Production and Copying Policy attached hereto as **Exhibit D**, which shall be in lieu of and in replacement of the Records Policy and was adopted by the Board as certified by the signature on this Notice, in accordance with Section 209.005 of the Texas Property Code and supersedes any policy regarding records production which may have previously been in effect.

FURTHER, THEREORE, attached hereto as follows are true and correct versions of the following policies:

4. Document Retention Policy attached hereto as **Exhibit E**, which was adopted by the Board

pursuant to Section 209.005 the Texas Property Code and which is not being amended or revised but is included as part of this Notice solely to provide all policies applicable to the Association as of the Date of Notice.

5. Security Measures Policy attached hereto as **Exhibit F**, which was adopted by the Board in accordance with the Governing Documents and the Texas Property Code and supersedes any policy regarding security measures which may have previously been in effect.
6. Pandemic Policy attached hereto as **Exhibit G**, which was adopted by the Board in accordance with the Governing Documents and the Texas Property Code and supersedes any policy regarding pandemics which may have previously been in effect.
7. Community-Wide Standard Policy attached hereto as **Exhibit H**, which was adopted by the Board and in accordance with the Governing Documents and the Texas Property Code and supersedes any policy regarding the Community-Wide Standard adopted for the Community which may have previously been in effect.

[Signature Page Follows]

Executed on this 1st day of September, 2025.

ASSOCIATION:

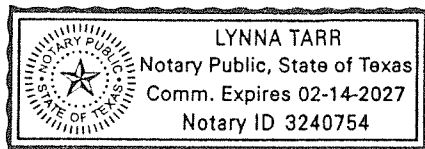
BEAR CREEK RANCH COMMUNITY ASSOCIATION,
INC., a Texas non-profit corporation

By: [Signature]
Name: Heather Barber
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Heather Barber, the Vice President of BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of September 30, 2024 2025



[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 2-14-2027

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Initial Property by Original Charter (Filed as Instrument No. 200503521613, Official Public Records, Dallas County, Texas):

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Dallas County, Texas, and being more particularly described on that certain plat of Bear Creek Ranch, Phase I recorded in Plat Book 138, at Page 20234, in the Office of the County Clerk of Dallas County, Texas on July 18, 2015.

Expansion Property Description (Annexed by Supplement filed under Instrument No. 202100133877, Official Public Records, Dallas County, Texas):

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Dallas County, Texas, and being more particularly described as follows:

Tract I

SITUATED in Dallas County, Texas, and being a tract of land in the SAMUEL T. BLEDSOE SURVEY, Abstract Nos. 119, the WILLIAM C. WALKER SURVEY, Abstract No. 1528, and the MONEY WEATHERFORD SURVEY, Abstract No. 1554, and being a part of those certain parcels conveyed to Harvey Properties Company by deeds recorded in Volume 73123, Page 1256 (Tracts A and B) and Volume 73133, Page 2505 (Tract B), in the Dallas County Deed Records, and all being more fully described as follows:

COMMENCING at a 5/8" iron rod found in place in the southeasterly line of State Highway 342 (120 foot wide right-of-way at this point) for the most westerly corner of said Tract A described in deed to Harvey Properties Company recorded in Volume 73123, Page 1256, said point being by description, 9.88 feet North along the west line of said Bledsoe Survey, Abstract No. 119 and the east line of the Hells of Pollard Kirkland Survey, Abstract No. 746, from the northwest corner of the Samuel T. Bledsoe Survey, Abstract No. 120, the west corner of said Weatherford Survey, and the southerly southwest corner of said Bledsoe Survey, Abstract No. 119:

THENCE North 39 degrees, 08 minutes, 40 seconds East with said southeasterly line of Highway 342 and the northwesterly line of said Harvey Properties Company Tract A (Volume 73123, Page 1256), 230.80 feet to the PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE continuing North 39 degrees, 08 minutes, 40 seconds East with said southeasterly line of Highway 342 and northwesterly line of said Harvey Properties Company Tract A (Volume 73123, Page 1256), at 1060.06 feet passing a southerly line of Red Oak Road (Old Highway 342) [95 foot wide right-of-way at this point], at 2062.51 feet passing a northerly line of said Red Oak Road, at 2786.57 feet passing again said northerly, now westerly, line of Red Oak Road, and at 2912.16 feet passing said southerly, now easterly, line of Red Oak Road, continuing in all 3044.71 feet to the beginning of a curve whose center bears North 50 degrees, 51 minutes, 22 seconds West, 2954.81 feet;

THENCE with said curve and continuing with said southeasterly line of Highway 342 and northwesterly line of Harvey Tract A, a distance of 716.0 feet to a 5/8" iron rod found in place for the end of said curve and the beginning of a curve whose center bears North 55 degrees, 04 minutes, 11 seconds West, 2922.93 feet;

THENCE with said curve and continuing with said southeasterly line of Highway 342 and northwesterly line of Harvey Tract A, a distance of 197.69 feet to a 1/2" iron rod found in place for the north corner of said Harvey Tract A (Volume 73123, Page 1256) and the most westerly corner of that certain tract conveyed to David D. and Barbara Anne Gillis by deed recorded in Volume 76219, Page 1039, of said Deed Records;

THENCE with the northeasterly line of said Harvey Tract A (Volume 73123, Page 1256) and the southwesterly line of said Gillis tract, South 30 degrees, 49 minutes East, passing the south corner of said Gillis tract and a southwest corner of that certain tract conveyed to said David D. and Barbara Anne Gillis by deed recorded in Volume 76219, Page 1035, of said Deed Records, and continuing with said northeasterly line of Harvey Tract A and the southwesterly line of the second said Gillis tract, in all 1360.03 feet to a "Gerry Curtis RPLS 1640" capped 5/8" iron rod set for the southwest corner of the second said Gillis tract in a northerly line of McBride Road (42 foot wide right-of-way to the west of this point) and continuing in said McBride Road (undefined right-of-way) with said northeasterly line of Harvey Tract A (tracts to northeast front on northeasterly line of road and do not adjoin Harvey tract) South 29 degrees, 15 minutes, 05 seconds East, 391.54 feet to a "Gerry Curtis RPLS 1640" capped 5/8" iron rod set for the southeast corner of said Harvey Tract A;

[legal description continues on the following page(s)]

THENCE South 68 degrees, 25 minutes, 30 seconds West with the southeasterly line of said Harvey Tract A (Volume 73123, Page 1256), 15.0 feet to a 5/8" iron rod found in place in the westerly line of said McBride Road for the most northerly corner of said Harvey Tract B as described in said deed in Volume 73133, Page 2505;

THENCE South 30 degrees, 56 minutes, 45 seconds East with the northeasterly line of said Harvey Tract A (Volume 73133, Page 2505) in said McBride Road, 720.17 feet to the most easterly corner of said Harvey Tract B in the easterly line of said McBride Road and in the southeasterly line of said Walker Survey, a northwesterly line of said Weatherford Survey, from which point a 1/2" iron rod bears North 23 degrees, 35 minutes East, 2.44 feet and another 1/2" iron rod bears South 19 degrees, 41 minutes 23.84 feet;

THENCE South 59 degrees, 14 minutes, 45 seconds West with said common line between said Walker and Weatherford Surveys and a southeasterly line of said Harvey Tract B and a northwesterly line of said Substituted Trustee's tract described in Substituted Trustee's Deed recorded in Volume 95093, Page 408, a Deed Records, in said McBride Road, 381.94 feet to a "Gerry Curtis RPLS 1640" capped 5/8" iron rod for an "L" corner in said Harvey Tract B and a northwesterly corner of said Substituted Trustee's tract;

THENCE South 0 degrees, 04 minutes, 15 seconds East with the east line of said Harvey Tract B (Volume 73133, Page 2505) and the west line of said Substituted Trustee's tract, partially in a remnant of McBride Road, 948.24 feet;

THENCE crossing said Harvey Tract B as described in said Volume 73133, Page 2505, the following courses and distances:

North 89 degrees, 34 minutes, 30 seconds West, 1417.84 feet;

North 0 degrees, 25 minutes, 45 seconds East, 290.0 feet;

North 82 degrees, 34 minutes, 15 seconds West, 590.0 feet;

North 0 degrees, 25 minutes, 45 seconds East, 11.07 feet to the beginning of a curve whose center bears North 89 degrees, 34 minutes, 15 seconds West, 415.0 feet;

northwesterly with said curve, a distance of 371.46 feet to the end of said curve;

North 50 degrees, 51 minutes, 20 seconds West, 223.55 feet;

South 39 degrees, 08 minutes, 40 seconds West and parallel with said southeasterly line of State Highway 342, 15.0 feet;

North 50 degrees, 51 minutes, 20 seconds West, 120.0 feet;

South 39 degrees, 08 minutes, 40 seconds West and parallel with said southeasterly line of State Highway 342, 907.45 feet; and,

North 89 degrees, 34 minutes, 15 seconds West, 320.40 feet to the PLACE OF BEGINNING, and containing 127.7069 acres (5,562,912 square feet), of which 147,936 square feet are contained within said Red Oak and McBride Roads, leaving an area clear of said roads of 124.3107 acres (5,414,976 square feet).

Tract II

SITUATED in Dallas County, Texas, and being a tract of land in the SAMUEL T. BLEDSOE SUR-
Abstract Nos. 119 and 120, and the MONEY WEATHERFORD SURVEY, Abstract No. 1554, and being
of those certain parcels conveyed to Harvey Properties Company by deeds recorded in Vol-
73123, Page 1256 (Tracts A and B) and Volume 73133, Page 2505 (Tract B), in the Dallas County
Records, and all being more fully described as follows:

COMMENCING at a 5/8" iron rod found in place, in the southeasterly line of State Highway 342
feet wide right-of-way at this point) for the most westerly corner of said Tract A described in de-
Harvey Properties Company recorded in Volume 73123, Page 1256, said point being by descri-
9.88 feet North along the west line of said Bledsoe Survey, Abstract No. 119 and the east line of
Heirs of Pallard Kirkland Survey, Abstract No. 746, from the northwest corner of the Samuel T. Ble-
Survey, Abstract No. 120, the west corner of said Weatherford Survey, and the southerly south
corner of said Bledsoe Survey, Abstract No. 119:

THENCE North 39 degrees, 08 minutes, 40 seconds East with said southeasterly line of Highway 342
the northwesterly line of said Harvey Properties Company Tract A (Volume 73123, Page 1256),
feet to the PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE North 39 degrees, 08 minutes, 40 seconds East with said southeasterly line of Highway 342
the northwesterly line of said Harvey Properties Company Tract A (Volume 73123, Page 1256), 1
feet;

THENCE crossing said Harvey tracts, the following courses and distances:

South 89 degrees, 34 minutes, 15 seconds East, 320.40 feet;

North 39 degrees, 08 minutes, 40 seconds East and parallel with said southeasterly line of
State Highway 342, 907.45 feet;

South 50 degrees, 51 minutes, 20 seconds East, 120.0 feet;

North 39 degrees, 08 minutes, 40 seconds East and parallel with said southeasterly line of
State Highway 342, 15.0 feet;

South 50 degrees, 51 minutes, 20 seconds East, 223.65 feet to the beginning of a curve
whose center bears South 39 degrees, 08 minutes, 40 seconds West, 415.0 feet;

southerly with said curve, a distance of 371.46 feet to the end of said curve;

South 0 degrees, 25 minutes, 45 seconds West, 11.07 feet;

South 89 degrees, 34 minutes, 15 seconds East, 570.0 feet;

South 0 degrees, 25 minutes, 45 seconds West, 250.0 feet; and,

South 09 degrees, 34 minutes, 30 seconds East, 1417.84 feet to a point in the east line of
said Harvey Tract B (Volume 73133, Page 2505) and the west line of that certain tract
described in Substitute Trustee's Deed recorded in Volume 95093, Page 408, of said
Deed Records, in a remnant of McBride Road;

THENCE South 0 degrees, 04 minutes, 15 seconds East in said road remnant and with said east line of Harvey Tract B (Volume 73133, Page 2505) and west line of Substitute Trustee's tract, passing the southwest corner of said Substitute Trustee's tract and the northwest corner of that certain tract conveyed to Clyde L. Hargrove by deed recorded in Volume 83074, page 4329, of said Deed Records, continuing with said Harvey east line and the west line of said Hargrove tract, in all 653.05 feet to the north line of that certain Texas Power and Light Company right-of-way conveyed by instrument recorded in Volume 5864, Page 60, of said Deed Records;

THENCE North 89 degrees, 52 minutes, 50 seconds West with said north line of Texas Power and Light Company right-of-way and the south line of said Harvey Tract B (Volume 73133, Page 2505), continuing with the north line of that certain right-of-way parcel conveyed to Texas Power and Light Company by instrument recorded in Volume 192, Page 0329, of said Deed Records, and the south line of said Harvey Properties Company Tract B (Volume 73123, Page 1256), in all 2626.92 feet;

THENCE crossing said Harvey Tract B (Volume 73123, Page 1256), North 0 degrees, 26 minutes, 45 seconds East, 667.11, and North 89 degrees, 34 minutes, 15 seconds West, 803.69 feet to the PLACE OF BEGINNING, and containing 57.4046 acres (2,500,545 square feet).

TOGETHER WITH:

[continued on next page]

Tract III

SITUATED in Dallas County, Texas, and being a tract of land in the SAMUEL T. BLEDSOE SURVEYS, Abstract Nos. 119 and 120, and the MONEY WEATHERFORD SURVEY, Abstract No. 1554, and being parts of those certain tracts A and B and all of Tract C conveyed to Harvey Properties Company by deed recorded in Volume 73123, Page 1256 and all of Tract A conveyed to said Harvey Properties Company by deed recorded in Volume 73133, Page 2505, all in the Dallas County Deed Records, and all being more fully described as follows:

BEGINNING at a 5/8" iron rod found in place in the southeasterly line of State Highway 342 (120 foot wide right-of-way at this point) for the most westerly corner of said Tract A described in deed to Harvey Properties Company in Volume 73123, Page 1256, said point being by description 9.88 feet North along the west line of said Bledsoe Survey, Abstract No. 119 and the east line of the Hairs of Pollard Kirkland Survey, Abstract No. 746, from the northwest corner of said Bledsoe Survey, Abstract No. 120, the west corner of said Weatherford Survey, and the southerly southwest corner of said Bledsoe Survey, Abstract No. 119;

THENCE North 39 degrees, 08 minutes, 40 seconds East with said southeasterly line of State Highway 342 and a northwesterly line of said Harvey Tract A described in Volume 73123, Page 1256, of said Deed Records, 77.01 feet;

THENCE crossing parts of said Harvey Tracts A and B (Volume 73123, Page 1256), South 89 degrees, 34 minutes, 15 seconds East, 803.69 and South 0 degrees, 25 minutes, 45 seconds West, 667.11 feet to a point in the north line of that certain Texas Power and Light Company right-of-way conveyed in Volume 192, Page 0329, of said Deed Records;

THENCE South 89 degrees, 52 minutes, 50 seconds East with the north line of said Texas Power and Light Company right-of-way, continuing with the north line of that certain Texas Power and Light Company right-of-way conveyed by instrument recorded in Volume 5864, Page 60, of said Deed Records, in all 2626.92 feet to a point in the east line of said Harvey Tract B (Volume 73133, Page 2505) and the west line of that certain tract conveyed to Clyde L. Hargrave by deed recorded in Volume 63074, Page 4329, of said Deed Records, in a remnant of McBride Road (width undefined);

THENCE South 0 degrees, 04 minutes, 15 seconds East in said remnant of McBride Road, to and continuing with the east line of said Harvey Tract A (Volume 73133, Page 2505) and with the west lines of those certain tracts conveyed to Karen Sue Follen (Tracts One and Two) by deed in Volume 93207, Page 4959, of said Deed Records, and to V. H. Harman, Jr., by deed recorded in Volume 89196, Page 0039, of said Deed Records, in all 1898.23 feet to a "Gerry Curtis RPLS 1640" capped 5/8" iron rod set for the southeast corner of said Harvey Tract A and the southwest corner of said Harman tract in the north line of that certain tract conveyed to Troy Reed and wife Katy by deed recorded in Volume 3, Page 505, of said Deed Records, at an "L" corner in McBride Road, and from which point an iron bar found in place bears South 89 degrees, 50 minutes, 30 seconds East, 13.0 feet;

THENCE North 89 degrees, 58 minutes, 30 seconds West in said McBride Road and continuing in Reindeer Road (undefined width) with the south line of said Harvey Tract A (Volume 73133, Page 2505) and the north line of said Reed tract, continuing with north lines of those certain tracts conveyed to E. P. Wade by deeds recorded in Volume 2720, Page 6, and Volume 2059, Page 192, of said Deed Records, continuing with the south line of said Harvey Tract C (Volume 73123, Page 1256), in all 3495.41 feet to an "Gerry Curtis RPLS 1640" capped 5/8" iron rod set for the southwest corner of said Harvey Tract C at an "L" corner in said Reindeer Road;

THENCE North 0 degrees, 25 minutes, 45 seconds East (base bearing from Harvey Properties Company deeds) with the west lines of said Harvey Tracts B and C (Volume 73123, Page 1256), partially in said Reindeer Road, passing the south line of that certain Texas Power and Light Company right-of-way conveyed by instrument recorded in Volume 9, Page 18, of said Deed Records, continuing across said right-of-way and said Texas Power and Light Company right-of-way conveyed by instrument recorded in Volume 192, page 0329, of said Deed Records, in all 2516.63 feet to the PLACE OF BEGINNING, and containing 165.2462 acres (7,198,123 square feet), SAVE AND EXCEPT said Texas Power and Light Company right-of-way containing 669,971 square feet, leaving an area clear of said rights-of-way of 145.2744 acres (6,328,152 square feet).

AND LESS AND EXCEPT:

All those tracts or parcels of land lying and being in Dallas County, Texas, and being more particularly described on that certain plat of Bear Creek Ranch Phase 1 recorded in Plat Book 138, at Page 00234 in the Office of the County Clerk of Dallas County, Texas on July 18, 2005 (it being understood that such tract and parcels of land described on the aforementioned plat are part of the land initially subject to the Declaration and shall remain property subject to the Declaration).

[legal description continues on the following page(s)]

Phase 4 Property Description (Annexed by Supplement filed under Instrument No. 202100133877, Official Public Records, Dallas County, Texas):

STATE OF TEXAS §
COUNTY OF DALLAS §

WHEREAS, CTMGT BEAR CREEK, LLC IS THE OWNER OF A TRACT OF LAND SITUATED IN THE SAMUEL T. BLEDSOE SURVEY, ABSTRACT NO. 120, CITY OF LANCASTER, E.T.J., DALLAS COUNTY, TEXAS, BEING PART OF A 29.663 ACRE TRACT OF LAND, CONVEYED AS TRACT 1 AND PART OF A 54.590 ACRE TRACT OF LAND, CONVEYED AS TRACT 2 TO CTMGT BEAR CREEK, LLC., BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 201300391494, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALSO BEING PART OF A 47.361 ACRE TRACT OF LAND, CONVEYED AS TRACT 1 TO CTMGT BEAR CREEK, LLC., BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 201300391495, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 43.426 ACRE TRACT, WITH BEARING BEING THE NORTHWEST LINE OF BEAR CREEK RANCH, PHASE 1, AN ADDITION TO THE CITY OF LANCASTER E.T.J., AS RECORDED IN VOLUME 2005138, PAGE 234, PLAT RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" RON ROD WITH PLASTIC CAP STAMPED "TXDOT" FOUND ON THE EAST LINE OF SAID 54.590 ACRE TRACT AND THE COMMON WEST LINE OF A 153.968 ACRE TRACT OF LAND CONVEYED TO HARMAN DALLAS PROPERTIES, LLC, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 201600075158, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY LOOP 109, (A VARIABLE RIGHT-OF-WAY) AND WITHIN E. REINDEER ROAD (A PRESCRIPTIVE RIGHT-OF-WAY);

THENCE, SOUTH 00 DEGREES 51 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF SAID 54.590 ACRE TRACT AND THE COMMON WEST LINE OF SAID 153.968 ACRE TRACT AND WITH SAID ROAD A DISTANCE OF 612.78 FEET TO A 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "GERRY CURTIS" (DISTURBED) FOUND FOR THE SOUTHEAST CORNER OF SAID 54.590 ACRE TRACT, THE COMMON SOUTHWEST CORNER OF SAID 153.968 ACRE TRACT, AND ON THE NORTH LINE OF A 10.00 ACRE TRACT OF LAND CONVEYED TO OLGA LICO, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 202000072510, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 14 MINUTES 27 SECONDS WEST, ALONG SAID NORTH LINE, THE SOUTH LINES OF SAID 54.590 ACRE TRACT, AFORESAID 47.361 ACRE TRACT, AND AFORESAID 29.663 ACRE TRACT, THE NORTH LINE OF SAID ROAD, THE NORTH LINE OF A 109.678 ACRE TRACT OF LAND CONVEYED AS TRACT 2 TO GTMGT BEAR CREEK, LLC, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20130039145, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 3495.24 FEET TO A 5/8" IRON ROD FOUND WITH PLASTIC CAP STAMPED "GERRY CURTIS" (DISTURBED) FOUND FOR THE SOUTHWEST CORNER OF SAID 29.663 ACRE TRACT AND ON THE EAST LINE OF SAID ROAD;

THENCE, NORTH 00 DEGREES 21 MINUTES 54 SECONDS WEST, CONTINUING ALONG SAID EAST LINE AND THE COMMON WEST LINE OF SAID 29.663 ACRE TRACT, A DISTANCE OF 406.95 FEET TO A 5/8" IRON ROD WITH A PINK PLASTIC CAP STAMPED "TXDOT" FOUND FOR CORNER;

THENCE, DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID 29.663 ACRE TRACT, AFORESAID 47.361 ACRE TRACT AND AFORESAID 54.590 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 46 MINUTES 51 SECONDS EAST, A DISTANCE OF 30.20 FEET TO A 5/8" IRON ROD WITH A PINK PLASTIC CAP STAMPED "TXDOT" FOUND FOR CORNER;

NORTH 56 DEGREES 37 MINUTES 54 SECONDS EAST, A DISTANCE OF 51.88 FEET TO A 5/8" IRON ROD FOUND FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 51 MINUTES 05 SECONDS, A RADIUS OF 5835.00 FEET, AND A LONG CHORD THAT BEARS NORTH 83 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 788.96 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 789.59 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

NORTH 87 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 1244.82 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 02 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 17.00 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

NORTH 87 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 535.00 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

SOUTH 44 DEGREES 07 MINUTES 09 SECONDS EAST, A DISTANCE OF 60.77 FEET TO A 5/8" IRON ROD WITH A PINK PLASTIC CAP STAMPED "TXDOT" FOUND;

NORTH 87 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 37.00 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

NORTH 34 DEGREES 13 MINUTES 17 SECONDS EAST, A DISTANCE OF 66.20 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

NORTH 87 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 482.43 FEET TO A 5/8" IRON ROD WITH A PINK PLASTIC CAP STAMPED "TXDOT" FOUND FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 09 MINUTES 52 SECONDS, A RADIUS OF 12075.00 FEET, AND A LONG CHORD THAT BEARS NORTH 86 DEGREES 27 MINUTES 52 SECONDS EAST, A DISTANCE OF 245.42 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 245.42 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 1,891,650 SQUARE FEET OR 43.426 ACRES OF LAND.

And Save and Except the following MUD Property:

Lot 10, Block N (Open Space 0.548 Acres); Lot 21, Block P (Open Space 9.580 Acres); and Lot 22, Block P (Open Space 7294 Square Feet), as shown on the Final Plat of Bear Creek Ranch Phase I, recorded on July 18, 2005 in Volume 2005138, Page 00234, of the Official Public Records of Dallas County, Texas, and

Lot 10, Block C (Open Space 2.648 Acres); Lot 14, Block AA (Open Space 11.199 Acres); and Lot 10, Block GG (Open Space 6.195 Acres); as shown on the Final Plat of Bear Creek Ranch Phase 2, recorded on August 1, 2005 as Document No. 20070275315, of the Official Public Records of Dallas County, Texas.

[END OF EXHIBIT A]

EXHIBIT B

NOTICE AND HEARING; SCHEDULE OF FINES POLICY

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

Dedicatory Instrument

NOTICE AND HEARING; SCHEDULE OF FINES POLICY

WHEREAS, the Board of Directors (the “Board”) of Bear Creek Ranch Community Association, Inc. (the “Association”) wishes to adopt reasonable guidelines to establish Notice and Hearing; Schedule of Fines Policy for the Association in compliance with Section 209.006, 209.0061 and 209.007 of the Texas Property Code (the “Property Code”);

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Property Code regarding Owner access to Association documents and records (“Records”);

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Founder during the Founder Control Period and thereafter by the Board without amending the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Notice and Hearing; Schedule of Fines Policy are established by the Board:

NOTICE AND HEARING; SCHEDULE OF FINES

Notice and Hearing.

(a) Prior to (i) the imposition of any fine for a violation of the Charter or the levying of any special individual assessment on an Owner, (ii) the suspension of the right of an owner to use or access the Common Area, (iii) the filing of a suit to collect regular or special assessments or to foreclose on the Association’s lien, or (iv) charging an owner for property damage, the Association will give at least one (1) notice providing a reasonable cure period of not less than five (5) days (unless violation is deemed an emergency, constitutes a safety or health hazard, or is a non-curable violation, in which event no cure period shall be required to

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STATUTORY NOTICE AND
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be included in such notice) each to the Owner in compliance with the Charter and/or Section 209.006 of the Texas Property Code (the “**Property Code**”), as the same may be hereafter amended. Notices as described above are not required for (a) situations deemed to be an emergency, constitutes a safety or health hazard or poses any kind of health or safety issue, or deemed a non-curable violation by the Board, or (b) a violation for which an Owner has been previously given notice of and the opportunity to cure in the preceding six (6) months. Notice(s), as a general rule shall follow the schedule below notwithstanding, it is to be understood this is a guide and in no way prevents the Association or its Managing Agent from deviating from this schedule when it is deemed in the best interest of the Association or its Owners to do so:

(i) First Notice in the manner required under the Property Code shall be sent certified U.S. mail.

(ii) Second Notice of Violation may be (but is in no way required to be) sent using one of two choices; a Second Notice of Violation with additional time to abate the violation or a Fine Warning Notice. If a Fine Warning Notice is sent, the notice must be sent certified and regular U.S. mail. Second Notice of Violation, regardless of its nature must inform the Owner of his/her right to a Hearing as described below.

(iii) Notice of Fine Levied (**Notice of Fine**) shall be delivered by certified and regular U.S. mail.

(iv) The notice must describe the violation or property damage that is the basis for the fine for such violation, and state any amount due the Association from the Owner.

(v) The notice must inform the Owner that the Owner is entitled to a reasonable time to cure the violation and avoid the fine and that the Owner may request a hearing as outlined in the Charter and Section 209.007 of the Texas Property Code on or before the 30th day after the Owner receives the notice. The notice must additionally inform the Owner that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the owner is serving on active military duty.

(b) In compliance with Section 209.007 of the Texas Property Code, if the Owner submits a written request for a hearing, the Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner’s request, and shall notify the Owner of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Not later than ten (10) days before the Association holds a hearing under Chapter 209 of the Texas Property Code, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing; failing which the Owner is entitled to a fifteen (15) day postponement of the

hearing. Additional postponements may be granted by agreement of the parties. During the hearing, the Association (through a member of the Board or designated representative) shall first present the Association's case against the Owner. An Owner or its designated representative is then entitled to present the Owner's information and issues relevant to the appeal or dispute.

(c) Provided that such Owner has not requested a hearing in accordance with the above and the violation has not been cured, then the Association shall continue to levy fines per the schedule below, notwithstanding, the schedule provided is a guide and does not constitute a hard and fast rule as the amount of fine a Board can levy for an Owner's non-compliance. Some violations, depending upon the severity or repetition, may warrant more stringent fine enforcement or may warrant a one-time fine in lieu of fining in increments. The amount and frequency in which a fine is levied is at the sole discretion of the Board. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard, pursuant to Section 209.006 and Section 209.007 of the Texas Property Code.

Schedule of Fines.

Fines may be assessed for (1) uncurable violations, which include (without limitation) shooting fireworks, an act constituting a threat to health or safety, a noise violation that is not ongoing, property damage (including the removal or alteration of landscape), and holding a garage sale or other event prohibited by a dedicatory instrument, or (2) curable violations, which include (without limitation) a parking violation, a maintenance violation, the failure to construct improvements or modifications in accordance with approved plans and specifications, and an ongoing noise violation such as a barking dog.

Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Charter. The Board may elect to pursue such additional remedies at any time in accordance with applicable law.

FINES:

Violation:

Fine Amount:

Notice of Fine Levied –
1st Fine Notice

\$50.00 to \$1,000.00 depending upon the nature, severity, and reoccurrence of the violation

Notice of Fine Levied –
2nd Fine Notice

\$105.00 to \$2,000.00 depending upon the nature, severity, and reoccurrence of the violation

Notice of Fine Levied - 3 rd Fine Notice	\$205.00 to \$3,000.00 depending upon the nature, severity, and reoccurrence of the violation
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Notice of Fine Levied – 4 th Fine Notice & Beyond	Fine will increase an additional \$50.00 every week until Owner cures the violation
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Note: Once a fine has reached the maximum fine amount, if applicable, and the Owner has not cured the violation (if curable), the fine process will continue at the rate of \$50.00 per week until the violation is cured, fine shall not exceed \$3,000.00. The Association shall send one (1) additional notice notifying the Owner fines will continue until the violation is cured (if curable) and thereafter, the Association will not be required to notify the Owner further and may continue to fine until the violation is cured or the Association determines that self-help action is required or warranted.

This policy may be amended at any time and from time to time by the Founder during the Founder Control Period and thereafter by the Board without amending the Bylaws, as a stand-alone policy to comport with industry standards, to amend, revise provisions of the policy, or rescind all or any part of the policy, as may be deemed necessary and in the best interest of the Association. Any amendment to the policy shall be mailed to each homeowner and a copy placed on the Association's website if applicable.

Unless otherwise defined in this instrument or the context otherwise requires, each term used in these this instrument with its initial letter capitalized which has been specifically defined in the "Community Charter for Bear Creek Ranch", recorded in the Official Public Records of Dallas County, Texas (the "Charter") and not otherwise specifically defined in this instrument shall have the same meaning herein as given to such term in the Charter.

The foregoing Notice and Hearing; Schedule of Fines Policy was adopted by the Board of Directors, in accordance with Section 209.0061 of the Texas Property Code, and supersedes any policy regarding Notice and Hearing and/or Schedule of Fines Policy which may have previously been in effect

EXHIBIT C

ALTERNATIVE PAYMENT POLICY

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

Dedicatory Instrument

WHEREAS, the Board of Directors (the “Board”) of Bear Creek Ranch Community Association, Inc. (the “Association”) wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an Alternative Payment Schedule (herein so called) with such owner, subject to the following guidelines:

- a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.
- b. An Alternative Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner’s default of such previous Alternative Payment Schedule; (2) to owners who have failed to cure a delinquency pursuant to an Alternative Payment Schedule prior to the 45 day deadline to cure the delinquency as set forth in the Association’s letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered into an Alternative Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter into an Alternative Payment Schedule.
- c. During the course of an Alternative Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the owner timely performs all obligations under the Alternative Payment Schedule and does not default. However, the Association may charge reasonable costs for administering the Alternative Payment Schedule (“Administrative Costs”) and, if interest is allowed under the Charter, then interest will continue to accrue during the term of the Alternative Payment Schedule. The Association may provide an estimate of the amount of interest that will accrue during the term of the Alternative Payment Schedule.
- d. The total of all proposed payments in an Alternative Payment Schedule must equal the sum of

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the current delinquent balance, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Alternative Payment Schedule.

- e. All payments under an Alternative Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternative Payment Schedule, and shall be made by cashier's checks or money orders.
- f. The minimum term for an Alternative Payment Schedule is 3 months from the date of the owner's request for an Alternative Payment Schedule. The Association is not required to allow an Alternative Payment Schedule for any amount that extends more than 18 months from the date of the owner's request for an Alternative Payment Schedule.
- g. Any owner may submit to the Board a request for an Alternative Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternative Payment Schedule. An owner who is not eligible for an Alternative Payment Schedule may still request an Alternative Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.
- h. Default
 - 1. The following shall result in an immediate default of an Alternative Payment Schedule:
 - i. The owner's failure to timely tender and deliver any payment when due under the Alternative Payment Schedule;
 - ii. The owner's failure to tender any payment in the full amount and form (e.g., cashier's check or money order) as specified in the Alternative Payment Schedule; or
 - iii. The owner's failure to timely comply with any other requirement or obligation set forth in the Alternative Payment Schedule.
 - 2. Any owner who defaults under an Alternative Payment Schedule shall remain in default until his/her entire account balance is brought current.
 - 3. The Association is not required to provide notice of any default.
 - 4. Owners are not entitled to any opportunity to cure a default.
 - 5. While an owner is in default under an Alternative Payment Schedule, the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.

i. All other terms of an Alternative Payment Schedule are at the discretion of the Board.

The foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code, and supersedes any policy regarding the subject matter contained therein which may have previously been in effect.

EXHIBIT D

RECORDS PRODUCTION AND COPYING POLICY

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

Dedicatory Instrument

WHEREAS, the Board of Directors (the "Board") of Bear Creek Ranch Community Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Records Production and Copying Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Records Production and Copying are established by the Board:

1. Association Records shall be reasonably available to every owner. The Association shall make available the current version of the Associations' Records filed in the county deed records available on an Internet website maintained by the Association or managing agent on behalf of the Association, and available to Members. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a) be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b) contain sufficient detail to identify the specific Records being requested; and
 - c) indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - i. format: electronic files, compact disk or paper copies
 - ii. delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a) the requested Records, if copies were requested and any required advance payment had been made; or
 - b) a written notice that the Records are available and offer dates and times when the

Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

- c) a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d) a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address as required by Paragraph 2 above; or
 - e) a written notice that the requested Records cannot be produced within ten (10) business days but states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15th) business day after the date notice under this subsection is given.
4. The following Association Records are not available for inspection by owners or their proxies:
- a) the financial records associated with an individual owner; and
 - b) deed restriction violation details for an individual owner; and
 - c) personal information, including contact information other than an address for an individual owner; and
 - d) attorney files and records in the possession of the attorney; and
 - e) attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection or court order requiring the release and/or inspection of such books and records.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below: (Please go to the Attorney General web-site for current charges) <https://texasattorneygeneral.gov/og/charges-for-public-information>
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.

9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Charter.
10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this Policy will be paid by the Association's managing agent. All fees paid to the Association under this Policy will be reimbursed to the Association's managing agent or paid directly to the Association's managing agent.

The foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code, and supersedes any policy regarding records production which may have previously been in effect.

EXHIBIT E

DOCUMENT RETENTION POLICY

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

Dedictory Instrument

WHEREAS, the Board of Directors (the "Board") of Bear Creek Ranch Community Association, Inc. (the "Association") wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

The foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with the Charter and Governing Documents, and supersedes any policy regarding document retention which may have previously been in effect.

EXHIBIT F

SECURITY MEASURES POLICY

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

Dedicatory Instrument

WHEREAS, the Board of Directors (the “Board”) of Bear Creek Ranch Community Association, Inc. (the “Association”) wishes to adopt reasonable guidelines to establish Security Measures Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 202.023 of the Texas Property Code (“Section 202.023”) regarding Owner rights to building or installing security measures on such Owner’s Unit (“Security Measures”); and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Security Measures are established by the Board:

An Owner may build or install on such Owner’s Unit Security Measures, including but not limited to a security camera, motion detector, or perimeter fence, provided that such Security Measures:

- a) Do not require placement or installation of a security camera by an Owner on any property other than the Unit owned by such Owner; and
- b) Any security fencing installed by an Owner on its Unit must comply with the Design Guidelines then adopted by the Architectural Reviewer or Architectural Control Committee of the Association and otherwise comply with the requirements and restrictions set forth in the Charter.

Unless otherwise defined in this instrument or the context otherwise requires, each term used in this instrument with its initial letter capitalized which has been specifically defined in the “Community Charter for Bear Creek Ranch”, recorded in the Official Public Records of Dallas County, Texas (the “Charter”) and not otherwise specifically defined in this instrument shall have the same meaning herein as given to such term in the Charter.

The foregoing Security Measures Policy was adopted by the Board of Directors, in accordance with Section 202.006 of the Texas Property Code, and supersedes any policy regarding security measures which may have previously been in effect.

EXHIBIT G

PANDEMIC POLICY

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

Dedicatory Instrument

Pandemic Policy

WHEREAS, the Board of Directors (the “Board”) of Bear Creek Ranch Community Association, Inc. (the “Association”) wishes to adopt reasonable guidelines to establish a Pandemic Policy for the Association;

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 148.003 of the Texas Civil Practice and Remedies Code (“Section 148.003”) regarding liability of the Association under Section 148.003 (“Pandemic Liability”); and

WHEREAS, the Board intends to file this instrument in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following policy is established by the Board:

In no event shall the Association or any managing agent, board member, committee member or officer thereof (the “Association Parties”) be liable under Section 148.003 for any Pandemic Liability. With respect to the use of Common Areas and/or or any Areas of Common Responsibility owned or maintained by the Association, each Owner for themselves, members of their household, and his or her guests or invitees hereby waives and releases the Association and the Association Parties for, from and against any liability for injury or death caused by or in connection with exposure of any individual to a pandemic disease during a pandemic emergency. Furthermore, each resident and Owner for themselves, members of their household, and his or her guests or invitees acknowledges and agrees by recordation hereof as follows:

1. The Association has provided sufficient warning to each individual Owner, members of their household, and his or her guests or invitees that exposure of an individual to a disease during a pandemic emergency is likely.

2. The Association has no control over conditions related to a pandemic emergency, has no basis of knowledge as to whether any individual would be more likely than not to come into contact with the pandemic disease under any circumstances, and has no obligation, opportunity or ability to remediate conditions or warn any individual of a condition before the individual comes into contact with a condition related to pandemic disease.

3. The Association has no liability or responsibility to comply with any government-promulgated standards, guidance or protocols intended to lower the likelihood of exposure to the disease during a pandemic emergency, and each resident, Owner, members of their households, and their respective guests or invitees have a reasonable opportunity and ability to implement or comply with any and all government-promulgated standards, guidance

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STATUTORY NOTICE AND
RECORDATION OF DEDICATORY INSTRUMENTS FOR
BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

or protocols intended to lower the likelihood of exposure to the disease during a pandemic emergency with respect to such resident's, Owner's, household member's, guest's or invitee's use of any Common Areas and/or Areas of Common Responsibility.

4. All Common Areas and Areas of Common Responsibility owned or maintained by the Association are entered into and/or used by a resident, an Owner, members of their households, and their respective guests or invitees at their own risk. The Association disclaims any and all liability or responsibility for injury or death related to the pandemic disease or otherwise occurring from entry or use of the Common Areas and/or Areas of Common Responsibility.

Unless otherwise defined in this instrument or the context otherwise requires, each term used in this instrument with its initial letter capitalized which has been specifically defined in the "Community Charter for Bear Creek Ranch", recorded in the Official Public Records of Dallas County, Texas (the "Charter") and not otherwise specifically defined in this instrument shall have the same meaning herein as given to such term in the Charter.

The foregoing Pandemic Policy was adopted by the Board of Directors in accordance with the Charter and Governing Documents, and supersedes any policy regarding pandemics which may have previously been in effect.

EXHIBIT H

COMMUNITY-WIDE STANDARD POLICY

BEAR CREEK RANCH COMMUNITY ASSOCIATION, INC.

Dedicatory Instrument

WHEREAS, the Board of Directors (the "Board") of Bear Creek Ranch Community Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Community-Wide Standard Policy for the Association and Community-Wide Standard for the Community;

WHEREAS, the Board intends to file this instrument in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following policy is established by the Board:

The "*Community-Wide Standard*" means the standard of conduct, maintenance, or other activity generally prevailing throughout the Community and Property. Such standard is expected to evolve over time as development progresses and may be more specifically determined by the Founder, the Board of Directors and the Reviewer. For as long as Founder or any Builder owns a Unit or expiration of the Development and Sale Period (whichever is later), Founder may establish or cause the Board to establish additional Rules or modify the Rules to be consistent with the Community-Wide Standard in order to ensure the Community-Wide Standard is upheld, and the Board may uphold the Community-Wide Standard and related Rules so established by Founder even after the Founder Control Period ends and so long as Founder or any Builder owns a Unit in the Subdivision and the Development and Sale Period has not expired. Once neither Founder, Founder Affiliate, nor any Builder owns a Unit in the Community and the Development and Sale Period has expired, the Board may adjust the Community-Wide Standard and related Rules for the Community. Notwithstanding the foregoing or anything to the contrary contained in this Community-Wide Standard Policy, at a minimum, the Community-Wide Standard shall be a standard representing a "first class level of quality" (as defined below) and the specific minimum standards set forth as follows:

(a) Trash and recycling cans must be stored out of view except for pick-up days. No bulk trash may be left out more than 24-hours prior to scheduled bulk pickup. Owners may submit application for slabs on the side of the residence but they must be screened with live screening tall enough to conceal the cans at time of planting or an L shaped wood fence stained to match the existing wood fence, if applicable, and if not, stained with a light to medium brown stain. Containers may not be seen from the front or side of a Unit when stored on the side of the residence.

(b) Yards and flower beds must be always kept in good condition. Owners must keep lawns and flower beds weed free and aesthetically pleasing from the front and sides of an Owner's Unit.

(c) Owners may install flower bed and tree ring borders; however, prior written permission from the Reviewer is required. Borders must be uniform (mortared borders preferred) – no stacking of brick or stone haphazardly is permitted in construction of landscaping borders. Materials used for landscaping borders must match or compliment main residence on a Unit. The Reviewer reserves the right to determine what is aesthetically pleasing and acceptable and what is not.

(d) Owners shall not allow any items such as, but not limited to, bikes, children's toys, BBQ grills, and other items to be in public view when not in use. Items must be always stored out of public view and may not be stored on porches, driveways, or other exterior portions of an Owner's residence or Unit (i.e. porches and driveways) that are not screened from public view behind the fence on such Owner's Unit.

(e) Owners shall not do or allow to be done anything that will detract from the overall aesthetics of the residence and Unit. The Reviewer has the right to determine what is considered detracting or lacking the aesthetic appeal and harmony the Founder strives for during the Development and Sale Period.

(f) “*First class level of quality*” shall mean the quality standard for a majority of first class residential homeowner associations in the metropolitan market area in which the Community is located with comparable assessments and facilities, and taking into account the particular agricultural or other unique features of the Community in question.

The foregoing Community-Wide Standard Policy was adopted by the Board of Directors in accordance with the Charter and Governing Documents, and supersedes any policy regarding Community-Wide Standard which may have previously been in effect.

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

Instrument Number: 202500207660

eRecording - Real Property

Recorded On: October 02, 2025 12:43 PM

Number of Pages: 30

" Examined and Charged as Follows: "

Total Recording: \$137.00

******* 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: 202500207660
Receipt Number: 20251001000819
Recorded Date/Time: October 02, 2025 12:43 PM
User: Pamela G
Station: CC149

Record and Return To:

Simplifile



**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

A handwritten signature in black ink, likely belonging to John F. Warren, the Dallas County Clerk.