

FIRST AMENDMENT
TO
COMMUNITY CHARTER FOR BEAR CREEK RANCH

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

This First Amendment to Community Charter for Bear Creek Ranch ("First Amendment") is made on the date hereinafter set forth by CTMGT Bear Creek, LLC. ("Founder") for the purpose of evidencing the covenants, conditions, and restrictions contained herein.

RECITALS

- A. Reference is hereby made to that certain Community Charter for Bear Creek Ranch ("Charter") which instrument is filed under Instrument Number 200503521613 as recorded in the in the Real Property Records of Dallas County, Texas as amended on December 31, 2013 by the Assignment and Assumption of Declarant Status and Rights Under the Community Charter for Bear Creek Ranch filed under Instrument Number 201300392109 as recorded in the in the Real Property Records of Dallas County, Texas which assigned all rights as the Founder ("Declarant") from Bear Creek Lancaster Phase 2, LP to CTMGT Bear Creek, LLC. All terms defined in the Declaration are used in this First Amendment with the same meanings except as otherwise provided herein.
- B. This Amendment is being executed during the Founder Control Period, and pursuant to the rights reserved by Founder in section 20.2(a) of the Charter, Founder has the authority to execute this Amendment without consent.

Accordingly, Founder hereby adopts the terms and provisions of this First Amendment and declares that the Charter is amended as hereinafter set forth.

- 1. Section 12.9 shall be replaced in its entirety as follows:

12.9. Capitalization of Association.

Each Owner of each unit other than the Founder or a Founder Affiliate designated by the Founder, shall pay to the Association, immediately upon taking title to the Unit, a contribution to the working capital of the Association in the amount of \$500.00 per Builder and a contribution in the amount of \$150.00 for each Owner which is not a Founder, Founder Affiliate, or a Builder, for use in funding initial start-up

expenses, operation expenses, and other expenses the Association incurs pursuant to this Charter and the By-Laws, and, to the extent not required to fund expenses, for helping to fund operating, community enhancement, or other reserves. These amounts shall be one-time payments due upon the closing of taking title to the Unit, in addition to, not in lieu of, the annual Base Assessment levied on the Unit, and shall not be considered an advance payment of such Assessments.

2. Section 12.11 shall be deleted in its entirety including all subsections.
3. Capitalized terms not otherwise defined herein shall have the meaning as set forth in the Charter.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned, being the Founder herein, has hereto set its hand this 15th day of April, 2014.

CTMGT Bear Creek, LLC,
a Texas limited liability company,

By: Centamtar Terras, LLC,
a Texas limited liability company
Its Manager

By: CTMGT, LLC,
a Texas limited liability company
Its Sole Manager and Member

By: [Signature]
Name: Mehrdad Moayed, i
Its: Sole Manager and Member

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on April 1
20 14, by Mehrdad Moayed, the Sole Manager and Member of CTMGT, LLC, as the Sole
Manager and Member of Centamtar Terras, LLC, as the Manager of CTMGT Bear Creek, LLC,
a Texas limited liability company on behalf of said company.

[Signature]
Notary Public, State of Texas



**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
04/02/2014 08:55:53 AM
\$34.00
201400078304**

Amendment to Charter of Bear Creek

[Signature]

