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 §

SECOND AMENDMENT TO COMMUNITY CHARTER FOR BEAR CREEK RANCH

THIS SECOND AMENDMENT TO COMMUNITY CHARTER FOR BEAR CREEK RANCH (this "Amendment") is made and entered into on this 3rd day of January, 2025 (the "Effective Date") by CTMGT BEAR CREEK, LLC, a Texas limited liability company ("Founder").

PRELIMINARY STATEMENTS

WHEREAS, The Founder's predecessor in interest, Kimball Hill Homes Dallas, LP, a Texas limited partnership (the "Original Founder") executed that certain Community Charter for Bear Creek Ranch, dated August 31, 2005, recorded on September 26, 2005 as Document No. 200503521613 of the Official Public Records of Dallas County, Texas, (the "Original Charter") and those certain Design Guidelines for Bear Creek Ranch which were recorded on September 26, 2005 as Instrument No. 200503521617 in the Official Public Records of Dallas County, Texas ("Design Guidelines") to affect certain real property described in the Original Charter and the Design Guidelines, as supplemented, modified, and amended now and hereafter from time to time (the "Property");

WHEREAS, Original Founder assigned all of its rights, title and interests as "Founder" under the Original Charter and Design Guidelines to Richard Lane Development Co., a Texas corporation ("Second Founder") by that certain deed dated December 3, 2007, and Second Founder assigned all of its rights, title and interests as "Founder" under the Original Charter and Design Guidelines to Bear Creek Lancaster Phase 2, LP., a Texas limited partnership ("Third Founder") by that certain Assignment and Assumption of Declarant Status and Rights under Community Charter for Bear Creek Ranch dated December 3, 2007, recorded on December 7, 2007 as Document No. 20070437580 of the Official Public Records of Dallas County, Texas, and Third Founder assigned all of its rights, title and interests as "Founder" under the Original Charter and Design Guidelines to Founder by that certain Assignment and Assumption of Declarant Status and Rights under Community Charter for Bear Creek Ranch recorded as Document No. 201300392109 of the Official Public Records of Dallas County, Texas;

WHEREAS, the Founder modified and amended the Original Charter by that certain First Amendment to Community Charter for Bear Creek Ranch dated April 15, 2014, recorded on April 2, 2014 as Document No. 201400078304 of the Official Public Records, Dallas County, Texas (the "First Amendment to Charter");

WHEREAS, the Founder further modified and supplemented the Original Charter and annexed the property described therein by that certain Supplement to Declaration of Covenants, Conditions and Restrictions for Bear Creek Ranch (Expansion Property – City of Lancaster ETJ, Dallas County, Texas) dated May 4, 2021 and recorded on May 6, 2021 as Document No. 202100133877 of the Official Public Records, Dallas County, Texas (the "Supplemental Declaration");

WHEREAS, the Founder further modified and supplemented the Original Charter and annexed the property described therein by that certain Supplement to Declaration of Covenants, Conditions and Restrictions for Bear Creek Ranch (*Phase 4 Annexation*) dated September 18, 2023 and recorded on September 20, 2023 as Document No. 202300193149 of the Official Public Records, Dallas County, Texas (the "Second Supplemental Declaration"; the Original Charter as modified and amended by the First Amendment, Supplemental Declaration and Second Supplemental Declaration is herein referred to as the "Charter");

WHEREAS, pursuant to Section 20.2(a) of the Charter, Founder has the authority to execute this Amendment without consent during the Founder Control period and the Founder Control Period has not expired and is in full force and effect as of the Effective Date; and

WHEREAS, the Founder hereby desires to amend, supplement, and modify the Charter as hereinafter provided by this Amendment, which shall run with the land and title subject to the Charter, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now or hereafter made subject to the Charter, and their respective heirs, legal representatives, successors-in-title and assigns.

NOW, THEREFORE, the Founder does hereby adopt this Amendment as follows:

- 1. <u>Definitions</u>. Unless otherwise defined in this Amendment, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Charter as modified and amended hereby.
- 2. <u>Amending Terms</u>. The Founder hereby adopts the terms and provisions of this Amendment and declares the Charter is amended as hereinafter set forth.
 - a. <u>Founder Control Period</u>. <u>Section 2.1(b)</u> relating to the Founder Control Period is hereby modified and amended to read in its entirety as follows: "(b) December 31, 2040; or".

- b. <u>Leasing Restrictions</u>. <u>Section 7.1(b)</u> relating to leasing Units is hereby modified and amended to read in its entirety as follows:
 - Each Unit is to be occupied by the Owner of such Unit for a period of one (1) year from the date on which an Owner acquires or obtains a certificate of occupancy (or equivalent) for a Unit (the "Owner Occupancy Period") and such Unit shall not be made available as a rental property until after the Owner Occupancy Period has expired. The Owner Occupancy Period shall apply to each successive Owner of any Unit based on the date on which such transferee Owner acquires or obtains a certificate of occupancy (or equivalent) for a Unit. Any violation of this provision by an Owner shall be considered a violation of this Charter, and in addition to other remedies available under the law, including but not limited to, injunctive relief, the Founder, the Association or any other Owner shall be entitled to enforce specific performance under this provision. The Owner Occupancy Period shall not be applicable in the event and for as long as a Unit is encumbered by a mortgage loan insured by the Federal Housing Administration (FHA), guaranteed by the U.S. Department of Veterans Affairs (VA), or a mortgage loan that has been sold to the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac). Following the Owner Occupancy Period applicable to an Owner (or if the Owner Occupancy Period does not apply pursuant to the immediately preceding sentence), an Owner may lease his Unit in accordance with and subject to the following:
 - "(i) No more than ten percent (10%) of the Units subject to the Charter may be leased to a non-Owner occupant at any given time without the express written consent and approval of the Board, which may be withheld in the Board's sole and absolute discretion. The Board may grant a variance of this use restriction on a case-by-case basis at the sole and absolute discretion of the Board. Founder-owned Units shall not be included in calculation of the ten percent (10%) cap on leased Units.
 - " (ii) In no event shall any short-term leases of less than 12-months be permitted without express written permission of the Board. In no event may any Owner lease its Unit, or any portion thereof, through Air BnB, VRBO or other similar service for short term rentals.
 - " (iii) Each Owner must register a tenant with the Association on forms then adopted by the Association. The foregoing terms may be incorporated in any leasing policies adopted by the Association.
 - " (iv) In any event, an Owner must deliver a copy of any proposed lease to the Board as a condition to the effectiveness of such Lease, and any proposed lease must include a requirement that the tenant and any occupants of a Unit by such Lease fully comply with the terms of this

Charter and that such Tenant agree to be jointly and severally liable to the Association for any fines, fees or assessments levied against the tenant or any occupant of a Unit by such lease (the "Required Lease Terms"). Whether or not it is so stated in a lease, every lease is subject to this Charter, Design Guidelines, and any rules, regulations, or other documents promulgated hereunder, and subject to all An Owner is responsible for providing governmental requirements. its tenant with copies of this Charter, and any and all rules, regulations, design guidelines or other Governing Documents promulgated hereunder, and notifying its tenant of changes thereto. Failure by the tenant or his invitees to comply with this Charter and any rules, regulations, design guidelines or other documents promulgated hereunder, or any federal or state law, or local ordinance or other governmental requirements is deemed to be a default by the Owner of the leased Unit and shall be a default under the terms of the lease. Any Owner leasing a Unit without following the terms and conditions of this Section 7.1(b) shall result in a fine of \$500.00 per day up to \$2,500.00 per week.

- (v) When the Association notifies an Owner of its tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise its rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right (but is not obligated) to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. THE OWNER OF A LEASED UNIT IS LIABLE TO THE ASSOCIATION FOR ANY EXPENSES INCURRED BY CONNECTION WITH THE ASSOCIATION IN ENFORCEMENT OF THIS CHARTER, AND ANY AND ALL RULES, REGULATIONS, DESIGN GUIDELINES OR OTHER DOCUMENTS PROMULGATED HEREUNDER AND/OR ANY GOVERNMENTAL REQUIREMENTS AGAINST HIS TENANT.
- " (vi) The Board may reject any proposed lease that would result in more than ten percent (10%) of the Units being leased to non-Owner occupants or which fail to include the Required Lease Terms.
- (vii) Notwithstanding the foregoing or anything to the contrary contained herein, during the Founder Control Period, the Founder shall not be subject to the leasing restriction contained in this Section 7.1(b) with respect to any Unit owned by Founder in determining the five percent (5%) cap on leased Units. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of this Charter, and any and

- all rules, regulations, design guidelines or other dedicatory instruments promulgated hereunder against the Owner's tenant.
- " (viii) The Association has the right to request each Owner leasing a Unit subject to this Charter provide the Association with the contact information, including name, mailing address, phone number, and email address of each person who will reside on the Owner's Unit under the terms of such lease; and the commencement date and term of such lease.
- "(ix) Notwithstanding any inconsistent or contrary provision in this Charter, if there are any FHA, VA, Fannie Mae or Freddie Mac insured loans affecting a Unit, and only for so long as any such loans affect such Unit, any restrictions in this Section 7.1(b) or other Rules regarding renting, subleasing, or reconveyance that violate any FHA, VA Fannie Mae or Freddie Mac requirements will not apply to a Unit affected by any FHA, VA, Fannie Mae or Freddie Mac insured loans or such Unit's Owner. The foregoing provisions of this Section 7.1(b) shall not be modified or amended by the Founder during the Development Period without approval of each Builder owning a Unit subject to this Charter."
- c. <u>Rights to Establish Rules</u>. The Charter is modified and amended to remove the Members' rights to establish Rules, as all Rules shall be established through the Board. IN this regard, the following amendments are hereby made to the Charter:
 - (i) The last sentence of the introductory paragraph of <u>Section 7.2</u> relating to rulemaking authority and procedures is hereby amended and restated to read in its entirety as follows:
 - "Therefore, the Board is authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 7.3."
 - (ii) <u>Section 7.2(c)</u> relating to rulemaking authority and procedures is hereby amended and restated to read in its entirety as follows: "(c) intentionally deleted".
- d. <u>Leasing Restrictions (Continued)</u>. The Leasing Restrictions set forth in Section 7.1(b) as amended by this Amendment shall apply to any leasing in the Community. In this regard, <u>Section 7.3(f)</u> relating to leasing and transfer of Units is hereby amended and restated to read in its entirety as follows: "(f) intentionally deleted".
- e. <u>Trip Charges for Self-Help by Association</u>. <u>Section 8.2(b)</u> is hereby modified and amended to add the following as a new last paragraph at the end of such Section 8.2(b):
 - "In the event that the Association incurs any Trip Charges (as defined below) related to the Association's exercise of self-help remedies under this Section

8.2(b) or otherwise as may be permitted under this Charter of the Governing documents of the Association, the Association may levy the Trip Charges as a Specific Assessment against the Owner and such Owner's Lot in violation or out of compliance. "Trip Charges" shall mean and refer to any charges or expenses incurred by the Association from a vendor for arriving at a Unit or other area in which a violation or non-compliant condition existed in connection with the Association's exercise of self-help remedies, only to conclude that the violation or non-compliant condition has ben cured. The Trip Charges may include, without limitation, any fes charged by a vendor for time, labor, gas, and travel expenses due to a failure of an non-compliant Owner or owner in violation to notify the Association in writing that the violation or non-compliant condition has been cured by Owner prior to the Association exercising its self-help remedy. An Owner assessed Trip Charges as a Specific Assessment has the right to request, in writing, a copy of the vendor's invoice from the Association."

f. <u>Insurance</u>. The second sentence of <u>Section 11(b)</u> relating to insurance coverage is hereby modified and amended to read in its entirety as follows:

"The Board shall determine the appropriate limits for such a policy with respect to bodily injury, personal injury and property damage."

g. <u>Special Assessments</u>. <u>Section 12.3</u> relating to Special Assessments is hereby amended by adding the following sentence as a new second sentence reading as follows:

"No vote shall be required of Members entitled to cast votes for any Special Assessment or Special Assessment for Service Area Expenses that is fifty percent (50%) or less of the then-current Base Assessment."

h. <u>Founder Obligation for Deficits.</u> The last sentence of <u>Section 12.6(b)</u> related to Founder's and Builder's financial obligations to the Association is hereby modified and amended to read in its entirety as follows:

"The Founder may, but is under no obligation to, subsidize any liabilities incurred by the Association, and the Founder may, but is not obligated to, lend funds to the Association to enable it to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time."

i. <u>Assessment Statement</u>. The first sentence of <u>Section 12.6(c)</u> related to the Assessment Statement is hereby modified and amended to read in its entirety as follows:

"Within ten (10) days after receipt of a written request from any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Unit, delivered personally or sent by certified mail, first-class postage prepaid, return receipt requested to the Association's registered agent or designee,

the Association shall issue a written statement setting forth the amount of any unpaid assessments with respect to such Unit, the amount of current periodic assessments and the date on which such assessment becomes or became due, and any credit for advanced payments or prepaid items."

- j. <u>Capitalization of Association</u>. <u>Section 12.9</u> related to Capitalization of Association is hereby amended and restated to read in its entirety as follows:
 - "12.9 <u>Capitalization of Association</u>. Each owner of a Unit other than the Founder of a Founder Affiliate designated by the Founder, shall pay to the Association immediately upon taking title to a Unit, a contribution to the working capital of the Association (the "Working Capital Contribution") in such amount as determined by the Board. The Working Capital Contribution amount due upon a Builder's acquisition of a Unit and upon acquisition of a non-Builder Owner's acquisition of a Unit may vary during the Development and Sale Period, as determined by the Board in its sole discretion. In no event shall the Working Capital Contribution be less than one hundred percent (100%) of the annual assessment charged hereunder. The Working Capital Contribution is subject to the following:
 - "(a) No Working Capital Contributions shall be due or collected on the closing of the sale of the Unit to a Founder or Founder-Affiliate.
 - "(b) Subject to the foregoing, a Unit's contribution should be collected from the Owner at closing upon sale of Unit from Founder/Founder Affiliate to Builder or Builder to Owner; Founder acknowledges that this condition may create an inequity among the Owners, but deems it a necessary response to the diversification of marketing and closing Unit sales. If the Working Capital Contribution is not collected at closing, the buyer remains liable to the Association for the Working Capital Contribution until paid.
 - "(c) Working Capital Contributions shall be deposited in a working capital and operating reserve fund (the "Reserve Fund") and are not advance payments of any Base Assessments, Service Area Assessments or Special Assessments, or made in lieu of other reserve fund payments or amounts to be collected or due hereunder in the event of a transfer of a Unit and are not refundable to the contributor by the Association or by Founder. The Association shall have the unrestricted right to the use of funds in the Reserve Fund for any and all Common Expenses and other costs and expenses of the Association, including, without limitation, (i) operating and/or administrative expenses of the Association during the Founder Control Period and thereafter, (ii) costs and expenses for the maintenance and upkeep of any area of the grounds including Common Areas and improvements thereon, or (iii) costs and expenses for any portion of the development, at any time and from time to time."

- k. <u>Section 18.2(c)</u> related to Mediation is hereby amended by amending and restating in its entirety (through and including the Dispute Resolution Timeline included in Section 18.2(c) which shall be amended by this revision) as follows:
 - The Association, the Owners, Founder, all persons subject to the "(c) Charter, and any person not otherwise subject to this Charter who agrees to submit to this Article 18 (collectively, the "Parties") negotiate but do not resolve the Claim through negotiation within 120 days from the date of the Notice (or within such other period as may be agreed on by the Parties), Claimant will have thirty additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the Parties mutually agree. The mediator must have at least five years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the thirty-day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim. If the Parties do not agree upon a mediator within such 30 days, or settle the Claim within 30 days after submission to mediation or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article."
- 3. <u>Amendment to Initial Rules</u>. Paragraph 2(b) of the Initial Rules attached as **Exhibit** "C" to the Charter is hereby modified and amended to read in its entirety as follows:
 - "(b) Generally. No wild animal, animal, bird, fish, reptile, poultry, swine, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Community for a pet, commercial purpose or for food. Customary domesticated household pets may be kept subject to the Rules. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals at the Community. The Board may require or effect the removal of any animal determined to be in violation of this Paragraph 2(b) or the Rules. Unless the Rules provide otherwise:
 - " (i) <u>Number</u>. The Board may determine whether any additional Rules or other policy limiting the number of household pets per residence shall be adopted with respect to residences in the community at any time.
 - " (ii) <u>Disturbance</u>. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other Units. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. Owner shall ensure that their pet(s) comply with these rules at all times. Pets must be kept on a leash when outside the residence. The Board is the sole

arbiter of what constitutes a threat or danger, disturbance or annoyance and may upon written notice require the immediate removal of the animal(s) should the Owner fail to be able to bring the animal into compliance with the Charter or any Rules promulgated thereunder. Any animal that is being abused or neglected will be turned into the local authorities for immediate action. Those pets which are permitted to roam free, or, in the sole discretion of the Board and to the extent permitted under applicable law, constitute a nuisance to the occupants of other Units may issue an order to an Owner that such pet be removed upon request of the Board; provided, in no event shall the Board or Association be required to remove any pet from the Community. If an Owner has failed to remove its pet from the Community pursuant to any order of removal issued by the Board within three (3) days after such order is delivered to an Owner, such Owner shall be subject to fines hereunder and the Board may proceed with efforts to immediately remove the pet that is the subject to the order from the Community. Notwithstanding anything contained herein to the contrary, the Board in its sole discretion and without incurring any further duty or obligation to Owners or residents within the Community, may decide to take no action and refer complaining parties to the appropriate municipal or governmental authorities for handling and final IF ANY ANIMAL OR PET IS A NUISANCE IN THE COMMUNITY, HOMEOWNERS ARE ENCOURAGED TO CONTACT THEIR LOCAL ANIMAL CONTROL AUTHORITY FOR ASSISTANCE. Association shall have no liability or obligation to ensure removal of a pet from the Community that is a nuisance and cannot be held liable or responsible if any enforcement actions taken by the Association under this Paragraph 2(c) are unsuccessful. Any Owner of a pet that attacks another person or animal within the Community is subject to a \$1,000 fine per occurrence (each day of violation being deemed to be an occurrence), whether or not such Owner's pet inflicted harm on a person.

- " (iii) <u>Indoors/Outdoors</u>. A permitted pet must be maintained inside the residence, and may not be kept on a patio or in a yard area of a Unit. No pet is allowed on the Common Area unless carried or leashed.
- "(iv) Pooper Scooper. All Owners and residents are responsible for the removal of his/her pet's wastes from the Community. Each Owner and resident is solely liable and responsible for picking up after their pet(s). If an issue or dispute arises between Owners regarding the removal of pet waste from the Community, the Association has no liability or obligation to involve itself in any such dispute between Owners. Unless the Rules provide otherwise, a resident must prevent his pet from relieving itself on the Common Area, the Area of Common Responsibility, or the Unit of another Owner. The Association may levy fines up to \$300.00 per occurrence for any Owner who violates this section and does not comply with the rules as set forth herein. The Association is only required to deliver notice of this fine to a violating Owner via certified mail prior to levying any fine or charges

against such Owner under this Paragraph 2(c), and such fine shall be due and payable immediately upon receipt of such certified mail notice.

- Liability. An Owner is responsible for any property damage, injury, or disturbance caused or inflicted by an animal kept in an Owner's residence or within the Owner's Unit. The Owner of a Unit on which an animal is kept is deemed to indemnify and to hold harmless the Board, the Association, and other Owners and residents, from any loss, claim, or liability resulting from any action of the animal or arising by reason of keeping the animal within the Community. EACH OWNER BY ACCEPTANCE OF TITLE TO ITS UNIT HEREBY RELEASES AND WAIVES THE ASSOCIATION, FOUNDER, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, ADMINISTRATORS, INSPECTORS. EMPLOYEES. DESIGNEES, CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY ACTIONS OR ATTACK BY OWNER'S PET OR BY ANY PET RESIDING ON AN OWNER'S UNIT WITHIN THE COMMUNITY. ALL BREEDS OF PETS THAT ARE DETERMINED TO BE AGGRESSIVE OR VICIOUS BREEDS BY THE BOARD OR ANY **AUTHORITY** (INCLUDING GOVERNMENTAL APPLICABLE SPECIFICALLY, WITHOUT LIMITATION, PIT BULLS OR ROTTWEILERS) ARE STRICTLY PROHIBITED WITHIN THE COMMUNITY AND ARE DEEMED TO BE A NUISANCE AND SUBJECT TO REMOVAL PROVISIONS SET FORTH HEREIN."
- 4. <u>No Other Effect</u>. Except as expressly amended by this Amendment, the terms and provisions of the Charter are not amended, modified or supplemented.
- 5. <u>Severability</u>. Invalidation of any provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment, or the remainder of this Amendment, which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- 6. <u>Headings</u>. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.
- 7. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same Amendment.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the Effective Date set forth above.

FOUNDER:

CTMGT BEAR CREEK, LLC, a Texas limited liability company

By: Centamtar Terras, L.L.C., a Texas limited liability company, its general partner

> By: CTMGT, LLC, a Texas limited liability company, its sole manager

> > Name: Mehrdad Mogyedi Title: Sole Manager + Member

STATE OF TEXAS

COUNTY OF Wallas

BEFORE ME, the undersigned authority, on this day personally appeared Mendeld Mondeld, the Manager of CTMGT, LLC, a Texas limited liability company, the sole manager of Centamtar Terras, L.L.C., a Texas limited liability company, the general partner of CTMGT BEAR CREEK, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability companies, and in the capacity therein stated.

LYNNA TARR
Notary Public, State of Texas
Comm. Expires 02-14-2027
Notary ID 3240754

Notary Public in and for the State of Texas

My Commission Expires: 2.14 2027

Dallas County John F. Warren Dallas County Clerk

Instrument Number: 202500190075

eRecording - Real Property

Recorded On: September 10, 2025 03:59 PM Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$65.00

******* 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: Record and Return To:

Document Number: 202500190075 Simplifile

Receipt Number: 20250910000158

Recorded Date/Time: September 10, 2025 03:59 PM

User: Kevin T

Station: CC123.dal.ccdc



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