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

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

**SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAR CREEK RANCH**  
*(Phase 4 Annexation)*

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAR CREEK RANCH (this "Supplement") is made and entered into as of SEPTEMBER 19<sup>th</sup>, 2023 (the "Effective Date"), by CTMGT BEAR CREEK, LLC, a Texas limited liability company ("Founder").

PRELIMINARY STATEMENTS

A. 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 Declaration") 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 Declaration and the Design Guidelines (the "Property").

B. Original Founder assigned all of its rights, title and interests as "Founder" under the Original Declaration 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 Declaration 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 Declaration 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.

C. The Founder modified and amended the Original Declaration 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 Declaration").

D. The Founder further modified and supplemented the Original Declaration by that certain Supplement to Declaration of Covenants, Conditions and Restrictions for Bear Creek Ranch 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"; the Original Declaration as modified and amended by the First Amendment and Supplemental Declaration is herein referred to as the "Declaration").

E. As of the date hereof the Development and Sale Period (as defined in the Declaration) has not expired or terminated and is still in full force and effect.

F. Founder holds all Founder rights reserved under the Declaration, and pursuant to its rights as Founder under the Declaration, including, without limitation, Section 2.1, Section 16.1 and Section 20.2(a) to the Declaration, Founder desires to annex the real property described on Exhibit A-1 attached hereto and incorporated herein by reference (the "Phase 4 Land"), and Founder executes and records this Supplement as evidence of its approval of inclusion and annexation of the Phase 4 Land into the Property subject to the Declaration.

G. CTMGT Bear Creek 4, LLC, a Texas limited liability company (the "Owner") is the owner of the Phase 4 Land.

H. Section 5.3 of the Declaration authorizes the Founder to adopt and record design standards and architectural and aesthetic guidelines for the property subject to the Declaration.

I. In accordance with Founder's rights under the Declaration, including, without limitation, its rights under Section 5.3 and Section 16.1 of the Declaration, the Founder desires to annex the Phase 4 Land into the property subject to the Declaration and submit the Phase 4 Land to the terms of the Declaration and the design standards and architectural and aesthetic guidelines set forth in the Design Guidelines and include such Phase 4 Land into the property subject to the Declaration and the Design Guidelines, and Founder desires to amend the Declaration to include such Phase 4 Land within the Property, subject to the terms of this Supplement.

NOW, THEREFORE, Founder does hereby adopt this Supplement as follows:

1. Definitions. Unless otherwise defined in this Supplement, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Phase 4 Land Subject to Declaration and Design Guidelines. In accordance with the provisions of the Declaration, including, without limitation, Section 2.1, Section 5.3, Section 16.1 and Section 20.2(a) to the Declaration, the Founder does hereby amend the Declaration and Design

Guidelines to include the Phase 4 Land as part of the Property subject to the Declaration and Design Guidelines, with such Phase 4 Land developed or to be developed as platted residential lots included in the Units described in the Declaration, and as open space or common areas to be maintained by the Association within the Phase 4 Land included in the Common Area described in the Declaration, in accordance with a final plat approved and recorded or to be recorded in the map/plat records of Dallas County, Texas. In this regard, the Founder hereby adopts, establishes and imposes the covenants, conditions, restrictions, assessments, easements, liens and charges of the Declaration and Design Guidelines as they apply to Units and Common Areas upon the Phase 4 Land, and declares that Phase 4 Land and all portions thereof are and shall be developed, held, used, sold, and conveyed subject to the provisions of the Declaration and Design Guidelines, as each may be modified or amended from time to time, and all such covenants, conditions, restrictions, assessments, easements, liens and charges as set forth in the Declaration and Design Guidelines with respect to Phase 4 Land as set forth in this Supplement. All of the provisions of the Declaration, as amended shall apply to the Phase 4 Land with the same force and effect as if such Phase 4 Land was originally included in the Declaration as part of the land initially submitted and made subject to the Declaration, and the total number of Units under the Declaration increased accordingly. Each Unit within the Phase 4 Land shall be subject to the use restrictions and architectural controls as provided in the Declaration and Design Guidelines which apply to Units and any residence or other improvement or structure constructed thereon. *Exhibit A* attached to the Declaration is hereby modified and amended to add to the land originally described on such *Exhibit A* of the Declaration, the Phase 4 Land described on Exhibit A-1 attached hereto as if same was originally included in the Declaration.

3. Membership and Voting Rights. Each Owner of a Unit within the Phase 4 Land shall automatically be, and must remain, a Member of the Association so long as such person or entity is an Owner, as provided in the Declaration.

4. Assessments. An assessment lien (as provided under the terms of the Declaration, including Article 12 thereof) is hereby created and reserved in favor of the Association to secure the collection of assessments as provided in the Declaration, and as provided for, authorized, or contemplated herein. Each Owner of a Unit within the Phase 4 Land, by acceptance of a deed or other conveyance or transfer of legal title to a Unit, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity or agency which may be designated by the Association to receive such monies, Assessments as provided in the Declaration. Until and unless otherwise determined by the Board of Directors of the Association, the annual assessment for Units in the Phase 4 Land shall be the same as that charged to all other Units within the Property.

5. Owner Consent. The Owner hereby consents to the annexation of the Phase 4 Land as stated herein and consents to the Phase 4 Land being subject to the Declaration and Design Guidelines.

6. No Other Effect. Except as expressly amended by this Supplement, the terms and provisions of the Declaration and Design Guidelines are not amended, modified or supplemented, and the Declaration and Design Guidelines, as amended hereby, are hereby supplemented and

amended by the Founder and the Phase 4 Land is hereby affected by and included in the Property affected by such Declaration as set forth herein.

7. Severability. Invalidation of any one provision of this Supplement by judgment or court order shall in no way affect any other provision of this Supplement or the remainder of this Supplement 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 Supplement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8. Headings. The headings contained in this Supplement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Supplement.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed to be effective as of the Effective Date.

**FOUNDER:**

CTMGT BEAR CREEK, LLC,  
a Texas limited liability company

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

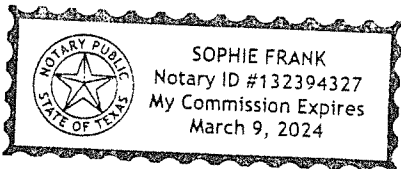
By: CTMGT, LLC,  
a Texas limited liability company,  
its sole manager

By: Mehrdad Moayedi  
Name: MEHRDAD MOAYEDI  
Title: MANAGER

STATE OF TEXAS §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayedi, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of September, 2023.



Sophie Frank

Notary Public in and for the State of Texas

My Commission Expires: March 9, 2024

**OWNER:**

CTMGT BEAR CREEK 4, LLC,  
a Texas limited liability company

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

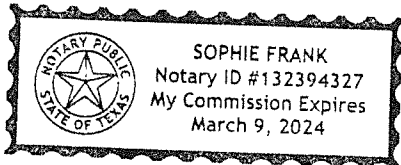
By: CTMGT, LLC,  
a Texas limited liability company  
Its Sole Manager and Member

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

STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on September 18 2023,  
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 4, LLC, a Texas  
limited liability company on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of  
September, 2023.



[Signature]

Notary Public, State of Texas

My Commission Expires: March 9, 2024

**EXHIBIT A-1**  
**LEGAL DESCRIPTION OF THE PHASE 4 LAND**

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 798.96 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 799.59 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.

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

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**Instrument Number:** 202300193149

eRecording - Real Property

Recorded On: September 20, 2023 03:31 PM

Number of Pages: 8

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

Total Recording: \$50.00

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

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

**File Information:**

Document Number: 202300193149  
Receipt Number: 20230920000727  
Recorded Date/Time: September 20, 2023 03:31 PM  
User: Lynn G  
Station: Cc147

**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