

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.

**FIRST AMENDMENT
TO RESIDENTIAL DESIGN GUIDELINES
FOR BEAR CREEK RANCH
(Security Measures)**

THIS FIRST AMENDMENT TO RESIDENTIAL DESIGN GUIDELINES FOR BEAR CREEK RANCH (this "**Amendment**") is made and entered by CTMGT BEAR CREEK, LLC, a Texas limited liability company ("**Founder**") as of the 3rd day of October, 2022 (the "**Effective Date**").

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 Declaration**") and those certain Residential 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**");

WHEREAS, 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;

WHEREAS, 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**");

WHEREAS, 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**”);

WHEREAS, pursuant to Section 5.3(a) of the Declaration, Founder has the sole and full authority to amend the Design Guidelines until the later of (i) the expiration of the Development and Sale Period, or (ii) such time as all Units planned for the property described in Exhibits “A” and “B” of the Declaration have been improved with dwellings that are substantially complete and occupied or ready for occupancy, whether or not Founder has delegated its review authority to the Design Review Committee (as defined in the Declaration);

WHEREAS, the Development and Sale Period has not yet expired and not all Units planned for the property described in Exhibits “A” and “B” of the Declaration have been improved with dwellings that are substantially complete as of the Effective Date of this Amendment, and Founder still has the right and power to amend the Design Guidelines;

WHEREAS, pursuant to Section 202.023 of the Property Code, the Founder may prohibit the installation of security cameras by an Owner of a Lot in a place other than that Owner’s lot or private property, and may regulate the type of fencing that an Owner may install on its lot;

WHEREAS, pursuant to its rights as Founder under the Declaration, including, without limitation, Section 5.3(a) of the Declaration, the Founder desires to amend and modify certain requirements and restrictions set forth in the Design Guidelines applicable to Properties and lots located therein, as more specifically provided in this Amendment, to include additional design guidelines and requirements for security measures, including fencing and cameras, installed or constructed on Lots within the Properties subject to the Declaration.

NOW, THEREFORE, the Founder does hereby amend and modify the Design Guidelines as follows:

1. Defined Terms. Unless otherwise defined in the Design Guidelines or the context otherwise requires, each term used in the Design Guidelines with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. Amendment. The Founder desires to modify and amend the Design Guidelines applicable to all Lots within the Properties to add the following as a new subsection and paragraph under the section titled “**FENCES**” thereunder:

“**Security Measures**. Any security fencing installed on an Owner’s lot as a security measure under Section 202.023 of the Texas Property Code, as amended (a) shall be no higher than six (6) feet from grade, (b) to the extent located within the front yard area of an Owner’s lot, must be open and constructed of ornamental metal or wrought iron materials that allow the front façade of the residence on such Owner’s lot to remain visible from the street through such fencing and be of a design approved by the Founder or its delegates (i.e. Founder’s Review Committee), (c) to the extent located

within the front yard area of an Owner's lot, shall not include or be constructed or installed with screening material, landscape screening, chain link, razor wire, electrification, or barbed wire, and (d) such fencing shall otherwise be constructed, installed and maintained in compliance with any and all governmental requirements, including permit requirements. No Owner shall place security cameras in any place other than the Owner's own lot. The "front yard area" with respect to a lot shall mean the area between the front façade of the residence on such lot and the public street or right-of-way in front of such lot."

3. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Design Guidelines are not amended, modified or supplemented, and the Design Guidelines, as modified, amended and supplemented hereby, are hereby amended as provided herein.

4. Severability. Invalidation of any one 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.

5. Headings. 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.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

EXECUTED to be effective as of the date written 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

By: Mehrdad Moayedi
Name: Mehrdad Moayedi
Title: Manager

STATE OF TEXAS §
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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 and officer 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, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of November, 2022.

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

My Commission Expires: 3-14-26

