

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
DANCING BEAR PROPERTY OWNERS' ASSOCIATION, INC.

THE STATE OF TEXAS §
COUNTY OF BANDERA AND MEDINA §

The undersigned, being the authorized representative of Dancing Bear Property Owners' Association, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements that instrument entitled "Notice of Dedicatory Instruments for Dancing Bear Property Owners' Association, Inc.," recorded in the Official Public Records of Real Property of Bandera and Medina County, Texas under Clerk's File Nos. 228034 and 2018007761 (the "Notice") filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

- Articles of Incorporation of Dancing Bear Property Owners' Association, Inc.
- Bylaws of Dancing Bear Property Owners' Association, Inc. A Texas Non-Profit Corporation.

True and correct copies of these Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Bandera and Medina County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code.

Executed on this 17 day of December, 2024.

DANCING BEAR PROPERTY OWNERS'
ASSOCIATION, INC.

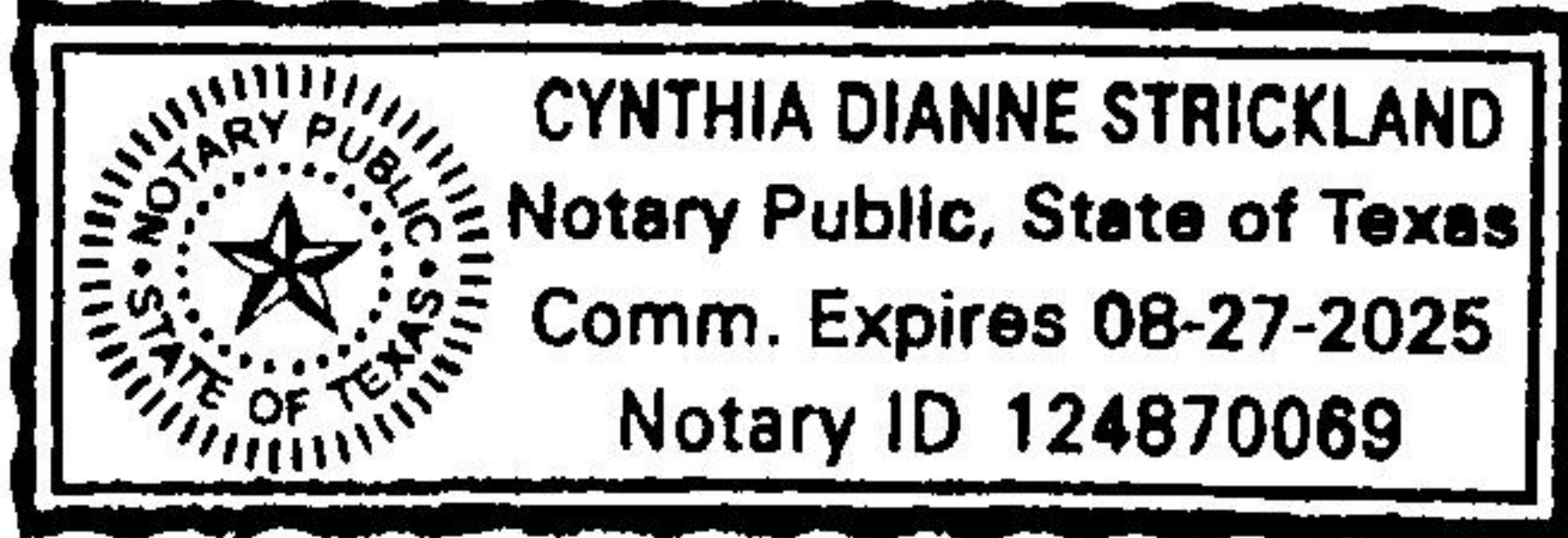
By: C.I.A. Services, Inc., Managing Agent


Brandi Brack, Community Manager

THE STATE OF TEXAS

COUNTY OF Brewster §
§

BEFORE ME, the undersigned notary public, on this 17th day of December, 2024 personally appeared Brandi Brack, Managing Agent for Dancing Bear Property Owners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Cynthia Dianne Strickland
Notary Public in and for the State of Texas

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**BYLAWS
OF
DANCING BEAR PROPERTY OWNERS' ASSOCIATION, INC.,
A TEXAS NON-PROFIT CORPORATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Dancing Bear Property Owners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 603 Navarro, Suite M-2, San Antonio, Texas 78205, but meetings of Members and Directors may be held at such places within the State of Texas, Counties of Medina or Bexar, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

The following words when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

Section 1. "Association" shall mean and refer to Dancing Bear Property Owners' Association, Inc., its successors and assigns.

Section 2. "Common Properties" shall mean and refer to the Common Areas (as used in the Declaration) and all those areas of land within the Property except any unplatted portion of the Property owned by Declarant and the platted Lots and public streets shown thereon, together with the landscape easement rights and areas and any other easement rights and areas granted to the Association, as well as such other land as the Association may, at any time or from time to time, acquire by lease, purchase or otherwise, subject however to the easements, limitations, restrictions, dedications and reservations applicable thereto.

Section 3. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded pursuant to the Declaration. Also, in some instances, Common Facilities may consist of improvements dedicated or under contract to the Association for the use and benefit of the Owners of the Lots in the Property, and/or for the benefit of other owners outside the Property, constructed on portions of one or more Lots or on acreage owned by Declarant which has not been brought within the scheme of the Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation; structures for storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; guardhouses; esplanades; fences; walls; and other similar appurtenant improvements.

Section 4. "Declarant" shall mean BP Dancing Bear, Ltd., a Texas limited partnership (the successor in interest to 1404 Properties, Ltd.), and its successors and assigns of its interest under the Declaration.

Section 5. "Declaration" means and refers to that certain Declaration of Covenants, Conditions and Restrictions, as amended and restated, applicable to the Property executed by Declarant, and recorded in the office of the County Clerk of Medina County, Texas.

Section 6. "Member" means each Owner.

Section 7. "Owner" shall mean and refer to the record owner, including sellers pursuant to executory contracts for the conveyance and whether one or more persons or entities, of fee simple title to any Tract which is a part of the Property, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

Section 8. "Person" or "Persons" shall mean any natural person, corporation, partnership, trust or other legal entity.

Section 9. "Property" shall mean and refer to any and all property which is or becomes subject to the terms of the Declaration.

Section 10. "Tract" shall initially mean and refer to any tract of land in the Property as defined below, as may be shown upon the plat or plats of the Property or any part thereof now or hereafter filed of record in the Map or Plat Records of Medina County, Texas (as such plat or plats may be amended from time to time). The term "Tract" shall also include any other portion of the Property which may, from time to time, be shown upon the aforementioned plat or plats (as same may be amended from time to time) and which is designated on such plat or plats to be a Tract, or which is designated or declared to be a Tract by a separate written instrument executed by Declarant, or its successors or assigns, filed of record in the Real Property Records of Medina County, Texas, but excluding any Common Properties.

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. The meeting shall be held at the place and hour designated by the Board of Directors. Should said meeting fall upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or legal holiday.

Section 2. Special Meeting. Special meetings of the members may be called at any time by the President or the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 1. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by Member of his Tract.

**ARTICLE IV
BOARD OF DIRECTORS; TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting, the Members shall elect one Director for a term of one year, one director for a term of two years and one Director for a term of three years; and at each annual meeting thereafter the Members shall elect one Director for a term of three years.

Section 3. Removal. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI
MEETINGS OF DIRECTORS**

Section 1. Annual Meetings. The first annual meeting of the Directors shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Directors shall be held on the same day of the same month of each year.

thereafter. The meeting shall be held at the place and hour designated by the Board of Directors. Should said meeting fall upon a Saturday, Sunday or legal holiday, then the meeting shall be held at the same time on the next day which is not Saturday, Sunday or a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any Director, after not less than three (3) days notice to each Director

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

(a) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(b) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions in these Bylaws, the Articles of Incorporation or Declaration;

(c) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(1) fix and give notice of the amount of the annual assessment against each Tract; and

(2) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or may not assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a

certificate states an assessment has been paid such certificate shall be conclusive evidence of such payment;

(e) procure and maintain liability insurance and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) improve, beautify, maintain, manage and operate the Common Properties and Common Facilities.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES/INDEMNIFICATION**

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and Treasurer and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds, contracts and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

(c) The Secretary shall record the vote and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meeting of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform other duties as required by the Board of Directors.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each of the Members.

Section 9. Indemnification. Any person who was, is, or is threatened to be made a named defendant or respondent in any action, suit or proceeding, whether civil, criminal, administrative, arbitative, or investigative, because the person is or was a director or officer of the Association, shall be indemnified by the Association against fines, settlements, judgments, penalties and expenses actually and reasonably incurred by or imposed on him in connection with, or resulting from the defense of such action, suit or proceeding, or in connection with, or resulting from, any appeal therein, to the fullest extent permitted by the Texas Business Corporation Act, as the same may be hereafter amended from time to time.

**ARTICLE IX
COMMITTEES**

The Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of

Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association where copies may be purchased at reasonable cost.

**ARTICLE XI
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid in full at the lesser of: (a) eighteen percent (18%) per annum, or (b) the maximum rate permitted by applicable law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

**ARTICLE XII
PURPOSE, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Purpose of the Association. The Association shall have and exercise the rights, and shall perform the functions of, the Association for the benefit of, and as agent for, the Owners as set forth in the Declaration.

Section 2. Membership. Every Owner (including Declarant) shall automatically be and must remain a Member of the Association so long as such Person is an Owner. The membership of a Person in the Association shall terminate automatically whenever such Person ceases to be an Owner, except that such termination shall not release or relieve such Person from any liability or obligation arising under the Declaration during such Person's period of ownership. Any transfer of title to a Tract shall operate automatically to transfer membership in the Association appurtenant to such Tract to the new Owner of such Tract.

Section 3. Member in Good Standing. A Member shall be considered to be a "Member in Good Standing" (herein so called) and eligible to vote on Association related matters if such Member:

(a) Has, at least ten (10) days prior to the taking of any vote by the Association, fully paid all Maintenance Charges or other charges levied by the Association, as such Maintenance Charges or other charges are provided for hereunder;

(b) Does not have a Notice of Unpaid Maintenance Charges filed by the Association against the Tract owned by such Owner; and

(c) Has discharged all other obligations to the Association as may be required of Members hereunder or under the Declaration.

The Board of Directors shall have the right and authority, in the Board of Directors' sole and absolute discretion, to waive the ten (10) day prior payment requirement in this Section 3 hereof and require only that such payment be made at any time before such vote is taken if the Board of Directors shall determine, in the Board of Directors' sole and exclusive judgment, that extenuating circumstances exist which have prevented prior payment. Any Member not conforming with the provisions of this Section shall be declared by the Board of Directors not to be a Member in Good Standing and any such Member shall not be entitled to vote on matters

before the Association until such time as Member in Good Standing status is attained, and so declared by the Board of Directors.

Section 4. Voting Rights. The Association shall have the following two (2) classes of voting membership:

(a) CLASS A: "Class A Members" (herein so called) shall be all Members other than Declarant. Class A Members shall be entitled to one (1) vote for each Tract in which they hold the interest required for membership. If any Tract is owned by more than one (1) Owner, the number of votes attributable to such Tract still shall be one (1), and such one (1) vote may be cast only if all of the Owners owning such Tract, prior to the time of the vote in question, have delivered to the Association a written agreement as to how such vote is to be cast or a written designation of one (1) of such Owners to cast the vote attributable to such Tract. Any Owner who is not an individual must designate, upon request of the Board of Directors, a representative to act for such Owner in Association matters and to cast the vote of such Owner, such designation to be made in writing to the Board of Directors.

(b) CLASS B: The sole "Class B Member" (herein so called) shall be Declarant. The Class B Member shall be entitled to forty (40) votes for each Tract which it owns. Until such time as Declarant has sold and conveyed at least ninety-five percent (95%) of all of the Tracts comprising the Property, the Class B member shall have the sole right to elect the Board of Directors of the Association and to appoint the members of the Architectural Control Committee. The Class B membership shall cease at such time as Declarant and Declarant's affiliates no longer own a Tract within the Subdivision.

Section 5. Quorum, Notice and Voting Requirements.

(a) Except as otherwise specifically provided in this Declaration, any action requiring the vote or approval of the Members or the Owners shall require the majority vote of the Members in Good Standing (both classes voting together), represented at a duly called meeting of the Members in person or by a legitimate proxy at which a "Quorum" is present. Written notice of a meeting must be given to all Members not less than ten (10) days nor more than thirty (30) days in advance of any such meeting and shall set forth the purpose(s) of such meeting. No action may be taken at a meeting on any matter that is not described in the applicable meeting notice as being on the agenda for such meeting. Notwithstanding anything herein to the contrary, to the extent permitted by applicable law, any action may be taken by written consent of the Members in lieu of formal meetings.

(b) The quorum (a "Quorum") required for any action shall be as follows:

Members in Good Standing, represented at a duly called meeting of the Members in person or by a legitimate proxy, entitled to cast fifty percent (50%) of all of the votes of Members in Good Standing (both classes of Members taken together) shall constitute a Quorum. If the required Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Quorum at such second (2nd) meeting being reduced to one-half (1/2) of the required Quorum at the preceding meeting; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (1st) meeting. Further, if the reduced required Quorum is not present at such second (2nd) called meeting, the adjournment of the meeting may be called, subject to the notice requirement set forth herein, with Declarant

alone constituting the required Quorum at such third (3rd) meeting; provided that such third (3rd) meeting must be held not later than forty-five (45) days after the first (1st) meeting.

(c) As an alternative to the procedure set forth in this Section, any action may be taken without a meeting upon obtaining the assent given in writing and signed by Members in Good Standing who hold more than fifty percent (50%) of the outstanding votes eligible to be cast by Members in Good Standing (both classes of Members taken together) for actions referred to and requiring a Quorum.

**ARTICLE XIII
CORPORATE SEAL**

The Association shall not have a seal.

**ARTICLE XIV
AMENDMENTS**

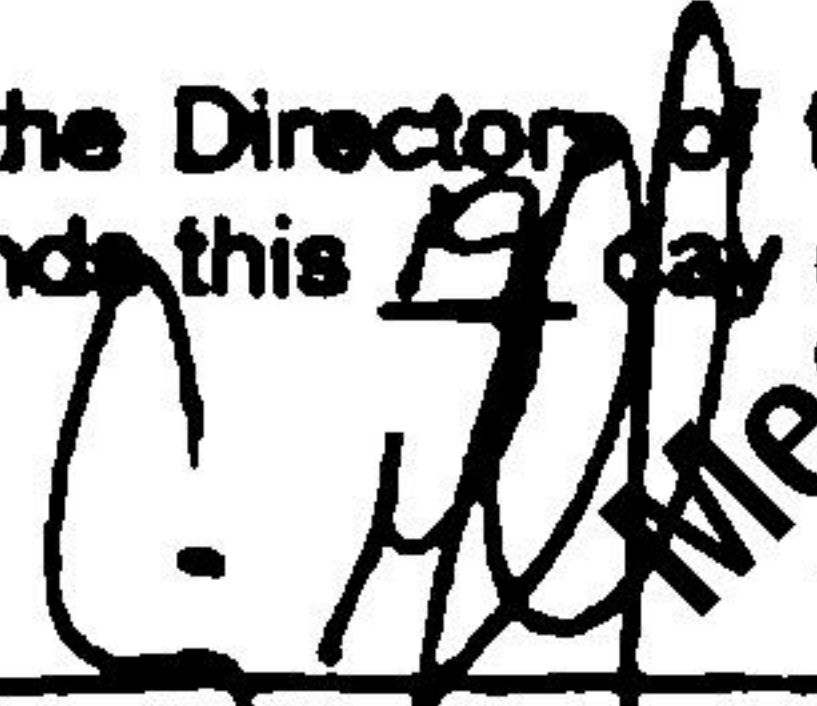
Section 1. These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.


**ARTICLE XV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

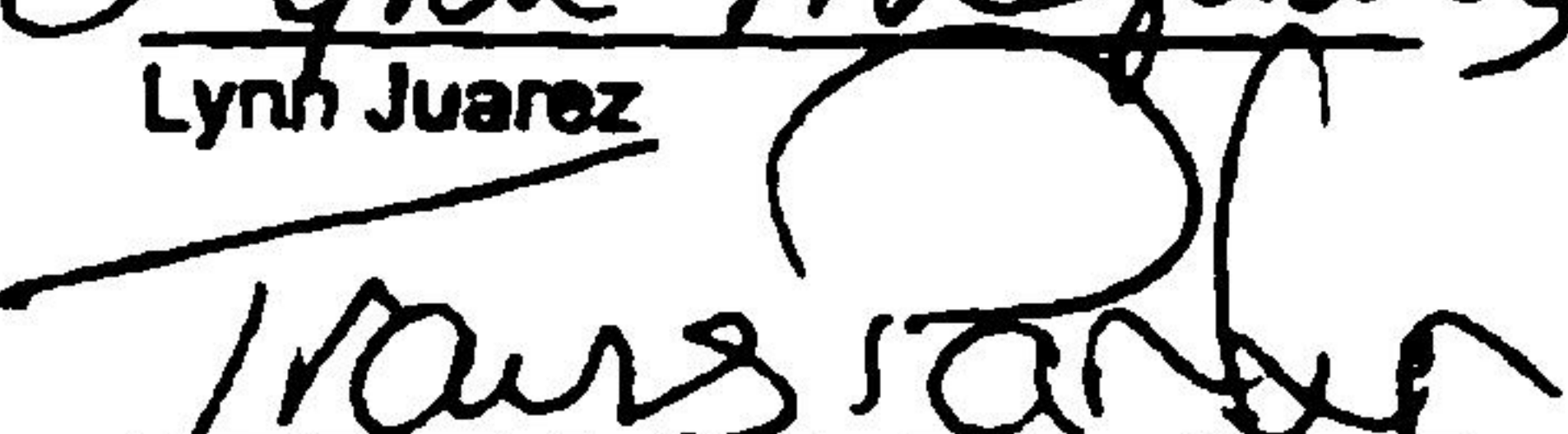
IN WITNESS WHEREOF, we, being all of the Directors of the Dancing Bear Property Owners' Association, Inc., have hereunto set our hands this 9th day of August, 2004.



Craig Glendenning



Lynn Juarez



Travis Parker

Medina County Unofficial Copy

Medina County Unofficial Copy

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Dancing Bear Property Owners' Association, Inc. a Texas non-profit corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by Unanimous Written Consent of the Board of Directors thereof, dated August 19, 2004

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed the seal of said Association this 19 day of August, 2004.


Lynn Juarez, Secretary

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Medina County Unofficial Copy

Medina County Unofficial Copy

From: 04323822 Page: 2/7 Date: 8/18/2004 4:17 PM

Corporations Section
P.O.Box 13697
Austin, Texas 78767-3697



Geoffrey S. Connor
Secretary of State

Office of the Secretary of State

August 18, 2004

Capital Services Inc
P O Box 1831
Austin, TX 78767 USA

RE: Dancing Bear Property Owners' Association, Inc.
File Number: 800378610

It has been our pleasure to file the articles of incorporation and issue the enclosed certificate of incorporation evidencing the existence of the newly created corporation.

Corporations organized under the Texas Non-Profit Corporation Act do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. If you need to contact the Comptroller about franchise taxes or exemptions therefrom, you may contact the agency by calling (800) 252-1381, by e-mail to tax_help@cpa.state.tx.us or by writing P. O. Box 13528, Austin, TX 78711-3528. Telephone questions regarding other business taxes, including sales taxes, should be directed to (800) 252-5555. Information on exemption from federal taxes is available from the Internal Revenue Service.

Non-profit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in involuntary dissolution of the corporation. Additionally, a non-profit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its articles of incorporation.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555
Enclosure

Come visit us on the Internet at <http://www.sos.state.tx.us/>
FAX(512) 463-5709

PHONE(512) 463-5555
Prepared by: Andrea Titus

TTY7-1-1

From: J4323622 Page 3/7 Date: 8/18/2004 4:5 PM

Corporations Section
P.O.Box 13697
Austin, Texas 78761-0697



Geoffrey S. Connor
Secretary of State

Office of the Secretary of State

CERTIFICATE OF INCORPORATION
OF

Dancing Bear Property Owners' Association, Inc.
Filing Number: 800378610

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/18/2004

Effective: 08/18/2004



Geoffrey S. Connor
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

PHONE(512) 463-5555
Prepared by: Andrea Tius

FAX(512) 463-5709

TTY7-1-1

FILED
In the Office of the
Secretary of State of Texas

AUG 18 2004

ARTICLES OF INCORPORATION
OF
DANCING BEAR PROPERTY OWNERS' ASSOCIATION, INC. Corporations Section

I, the undersigned natural person of the age of eighteen (18) years or more, acting as Incorporator of a corporation under the Texas Non-Profit Corporation Act, hereby adopt the following Articles of Incorporation for a non-stock, non-profit corporation:

ARTICLE I
Definitions

The following words when used in these Articles of Incorporation shall have the following meanings:

(a) "Association" shall mean and refer to Dancing Bear Property Owners' Association, Inc., its successors and assigns.

(b) "Common Properties" shall mean and refer to the Common Areas (as used in the Declaration) and all those areas of land within the Property except any unplatted portion of the Property owned by Declarant and the platted Lots and public streets shown thereon, together with the landscape easement rights and areas and any other easement rights and areas granted to the Association, as well as such other land as the Association may, at any time, from time to time, acquire by lease, purchase or otherwise, subject, however to the easements, encumbrances, restrictions, dedications and reservations applicable thereto.

(c) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded pursuant to the Declaration. Also, in some instances, Common Facilities may consist of improvements dedicated or under contract to the Association for the use and benefit of the Owners of the Lots in the Property, and/or for the benefit of other owners outside the Property, constructed on portions of one or more Lots or on a space owned by Declarant which has not been brought within the scheme of the Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation; structures for storage or protection of equipment; fountains; statuary; sidewalks; common driveways; landscaping; guardhouses; esplanades; fences; walls; and other similar appurtenant improvements.

(d) "Declaration" means and refers to that certain Declaration of Covenants, Conditions and Restrictions applicable to the Property executed by 1404 Properties, Ltd., a Texas limited partnership and recorded in the office of the County Clerk of Medina County, Texas, as same may be amended and restated.

(e) "Member" means each Owner.

(f) "Owner" shall mean and refer to the record owner, including sellers pursuant to executory contracts for conveyance and whether one or more persons or entities, of fee simple title to any Tract which is a part of the Property, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

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(g) "Property" shall mean and refer to any and all property which is or becomes subject to the terms of the Declaration.

(h) "Tract" shall initially mean and refer to any tract of land in the Property as defined below, as may be shown upon the plat or plats of the Property or any part thereof now or hereafter filed of record in the Map or Plat Records of Medina County, Texas (as such plat or plats may be amended from time to time). The term "Tract" shall also include any other portion of the Property which may, from time to time, be shown upon the aforementioned plat or plats (as same may be amended from time to time) and which is designated on such plat or plats to be a Tract, or which is designated or declared to be a Tract by a separate written instrument executed by Declarant, or its successors or assigns, filed of record in the Real Property Records of Medina County, Texas, but excluding any Common Properties.

ARTICLE II

The name of the Association is Dancing Bear Property Owners' Association, Inc.

ARTICLE III

This Association is a non-profit corporation. The general purpose for which it is formed is to provide for the ownership, operation, repair and maintenance of the Common Properties and Common Facilities which may now or from time to time be held by the Association.

The purpose of the Association may be expanded from time to time pursuant to the terms of the Declaration.

ARTICLE IV

The address of the initial registered office of the Association is 803 Navarro, Suite M-2, San Antonio, Texas 78205, and the name of the initial registered agent at such address is Craig Glendenning.

ARTICLE V

The period of duration of the Association is perpetual.

ARTICLE VI

The business and affairs of the Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association, but shall in no event be less than three (3) nor more than nine (9). The names and addresses of the persons who are to act initially in the capacity of Directors until the selection of their successors are:

Craig Glendenning
803 Navarro, Suite M-2
San Antonio, Texas 78205

Lynn Juarez
803 Navarro, Suite M-2
San Antonio, Texas 78205

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Travis Parker
8235 Douglas Avenue, Suite 770
Dallas, Texas 75225

ARTICLE VII

The name and street address of the incorporator is Jeffrey W. Harrison, Andrews Barth & Harrison, PC, 8235 Douglas Avenue, Suite 1120, Dallas, Texas 75225.

ARTICLE VIII

Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Association, and membership shall be appurtenant to and may not be separated from ownership of any Tract which is subject to assessment by the Association.

ARTICLE IX

The Association shall have two classes of voting membership: Class A and Class B, and the same shall have the voting rights provided in the Declaration

ARTICLE X

The Association shall have no stock or shares.

ARTICLE XI

Upon dissolution of the Association, other than incident to a merger or consolidation, no Member, director or officer of the Association, or any private individual, shall be entitled to share in the distribution of any assets of the Association. In such case, the assets both real and personal of the Association shall be dedicated (or contributed, in the case of reserve funds or other cash sums) to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those in which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or organization engaged in activities substantially similar to those of the Association and which are qualified as exempt organizations under the Internal Revenue Code of 1986 or the corresponding provisions of any United States Internal Revenue law.

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From .04323622 Page 7/7 Date 8/18/2004 4:39 PM

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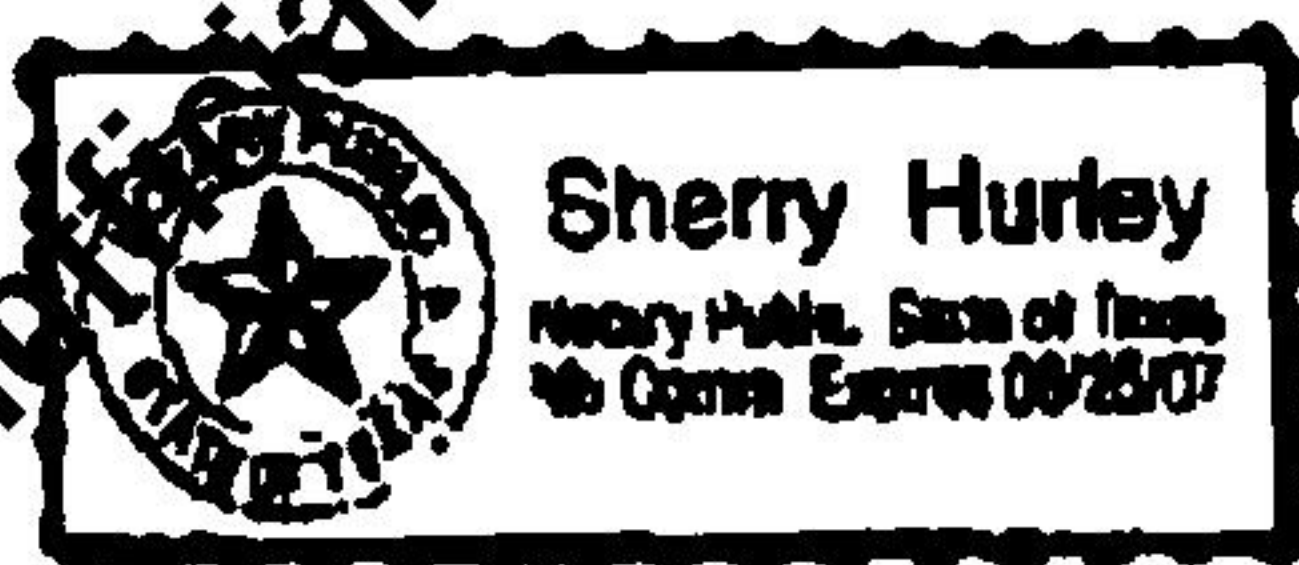
IN WITNESS WHEREOF, I have hereunder set my hand this 17th day of August, 2004.

Jeffrey W. Harrison
Jeffrey W. Harrison

STATE OF TEXAS §

COUNTY OF DALLAS §

I, Sherry Hurley, Notary Public in and for said state and county, do hereby certify that on this 11th day of August, 2004, personally appeared before me JEFFREY W. HARRISON, who being by me duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.



Sherry Hurley
Notary Public, State of Texas

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Return To:

CIA Services Inc
PO Box 63178
Pipe Creek, TX 78063

Medina County Unofficial Copy

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Medina County
Gina Champion
Medina County
Clerk

Medina County Unofficial Copy

Instrument Number: 2025000670

eRecording - Real Property

NOTICE

Recorded On: January 27, 2025 01:39 PM

Number of Pages: 19

" Examined and Charged as Follows: "

Total Recording: \$90.00

***** 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: 2025000670
Receipt Number: 20250127000042
Recorded Date/Time: January 27, 2025 01:39 PM
User: Vanessa W
Station: ccscan3.medinacounty.local

Record and Return To:

CSC



STATE OF TEXAS
MEDINA COUNTY

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 Medina County, Texas.

Gina Champion
Medina County Clerk
Medina County, TX