

THE PUBLIC

DECLARATION OF ROAD MAINTENANCE AGREEMENT AND ROADWAY EASEMENT

COUNTY OF BURNET §

THAT, HSW LAND, LLC, a Texas limited liability company, is the owner of that tract or parcel of land being 128.789 acres of land out of the S. Cole Survey No. 18, Abstract No. 202 in Burnet County, Texas, more particularly described in Document No. 202510552 of the Official Public Records of Burnet County, Texas (hereinafter referred to as the "Property" and the "Subdivision") and, as such, desiring to create and carry out a uniform plan for the maintenance of a roadway to provide ingress, egress and regress to the tracts out of the Property, as herein described, and for the purpose of protecting the value and desirability of the Property, does hereby adopt and establish the following covenants and conditions to run with the land and to apply in the use, occupancy, and conveyance of the Property, which covenants and conditions shall be binding on all parties having a right, title or interest in or to the hereinafter described Property or any part thereof, and their heirs, successors and assigns, and which covenants and conditions shall inure to the benefit of each owner thereof; and each contract or deed which may be executed with regard to any of such Property shall be conclusively held to have been executed, delivered and accepted, subject to the following covenants (the headings being employed for convenience only and not to be controlling over content):

I. DEFINITIONS

“Declaration” shall mean this instrument as it may be amended from time to time.

"Declarant" shall mean and refer to HSW LAND, LLC, a Texas limited liability company, its successors and assigns, if successors or assigns should acquire all of the undeveloped and unsold lots or acreage from the Declarant for the purpose of development.

“Trustee” shall mean HSW LAND, LLC, or such other Owner who, pursuant to the terms and provisions of Article IV of this Agreement (dealing with Trustee) becomes a successor person or entity charged with the rights, privileges, duties, obligations, and liabilities assigned to the Trustee in this Agreement.

"Owner" shall mean and refer to the record owner, whether one or more persons of a fee simple title to any Tract, or any subdivision of a Tract, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation, and their heirs, successors and assigns.

"Lot" shall mean any subdivision of the Property and any added Property resulting in parcels out of the Property and any added Property. A preliminary plat of the proposed division of the property into 12 tracts is attached hereto and Exhibit "A" and made a part hereof for all pertinent purposes. The proposed division is not binding upon Declarant and the property may be subdivided into more or less tracts of different dimensions and acreage.

“Roadway easement” shall mean the easement for ingress, egress and regress to be appurtenant to the Property to be granted to all Owners of a Lot and which shall be subject to a maintenance agreement. The real property to be subject to the roadway easement as shown on the metes and bounds on Exhibit “B”.

II. ROADWAY EASEMENTS

2.01 Attached hereto as Exhibit “B” and incorporated herein is a metes and bounds description of the Easement (Exhibit “B”) and a centerline description of one 60 foot wide strip of land, being herein the “Roadway Easement”.

2.02 Declarant hereby reserves, grants, conveys and assigns a perpetual, non-exclusive ingress, egress and regress easement, over, across and upon the Roadway Tract more particularly described in Exhibits “B” for the free and uninterrupted access to and from the above-referenced Lots for the use and benefit of the Owners, their heirs, successors, assigns, and their agents, invitees, guests and permittees. The easement shall be appurtenant to each and every Lot within the Property.

2.03 THE ROADWAY CONSTRUCTED UPON THE ROADWAY TRACT WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF LOTS WITHIN THE PROPERTY.

2.04 ALL ROADWAYS PROVIDING ACCESS TO THE SUBDIVISION, AN UNPLATTED SUBDIVISION IN BURNET COUNTY, TEXAS, (THE “SUBDIVISION”) SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF LOTS IN THE SUBDIVISION. BURNET COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY TRACT. THE ROADWAY TRACT FOR ACCESS TO THE SUBDIVISION WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF LOTS WITHIN THE SUBDIVISION. BY ACCEPTANCE OF A DEED TO A LOT WITHIN THE SUBDIVISION, EACH OWNER OF SUCH LOT COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE ROADWAYS OF THE SUBDIVISION BY BURNET COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

2.05 Each Owner agrees that no Owner may impede, block, obstruct or otherwise interfere with the use of the roadway easement by any other Owner with the exception of the front entry electric gate located on tract #1.

III. MAINTENANCE AGREEMENT

3.01 Maintenance Expenses — General Obligation. Each Owner agrees to bear a proportionate share of all costs and expenses that may be necessary for the purpose of maintaining, repairing, and replacing the roadway upon the Roadway Tract. These expenses (herein “Maintenance Expenses”) may include, but shall not be limited to: (1) the reconstruction, repair, maintenance, upkeep, or replacement of the roadway, shoulders, drainage ditches, entrance way located at entrance to Subdivision, including the mechanical gate and entry, and landscaping at the entrance; and (2) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purposes set forth herein. No annual maintenance assessment shall be imposed under this Declaration; all Maintenance Expenses shall be levied and collected solely on a voted, as-needed basis as set forth in Sections 3.02 and 3.03 below.

3.02 Owner Meetings; Majority Vote Required for Maintenance Expenditures.

- a) No Maintenance Expense shall be incurred or any maintenance assessment levied against the Owners unless and until such expenditure has been approved by a majority vote of the Owners in accordance with the procedures set forth in this Section 3.02. Any Owner, or the Trustee on

- behalf of the Owners, may initiate the process for a maintenance vote by delivering written notice to all other Owners as provided in subsection (b) below.
- b) Written notice of any proposed Maintenance Expense shall be delivered to each Owner at their mailing address for receipt of tax statements from the Burnet Central Appraisal District no fewer than fifteen (15) days prior to the proposed date of the meeting at which such expenditure will be considered. The notice shall describe in reasonable detail: (i) the nature and scope of the proposed maintenance, repair, or improvement; (ii) proposals and bids obtained by the Trustee or the initiating Owner; (iii) the estimated total cost; (iv) each Owner's proportionate share of such cost, calculated in accordance with Section 3.03; and (v) the date, time, and place of the meeting, which shall be held in Burnet County, Texas.
 - c) A quorum for the purpose of voting on any proposed Maintenance Expense shall consist of the attendance, in person or by written proxy, of Owners representing at least fifty percent (50%) of the Lots within the Property. Approval of a proposed Maintenance Expense shall require the affirmative vote of Owners, or their agents acting by written proxy, representing more than fifty percent (50%) of the Lots represented at a duly constituted quorum.
 - d) If a quorum is not present at the noticed meeting, the Trustee or the initiating Owner may reschedule the meeting on not less than ten (10) days' additional written notice to all Owners. The quorum requirement shall not be reduced for any rescheduled meeting.
 - e) Upon approval of a Maintenance Expense by the requisite majority, the Trustee shall promptly deliver written notice of the approved expenditure and each Owner's proportionate share thereof (a "Maintenance Assessment Notice") to each Owner at their address on file. Each Owner's proportionate share shall be equal to one divided by the total number of Lots within the Property (i.e., each Lot shall bear an equal share), unless the Owners affirmatively vote to allocate costs on a different basis at the same meeting at which the expenditure is approved.
 - f) Notwithstanding the foregoing voting requirement, in the event of an emergency condition that poses an immediate threat to the safety of persons using the roadway or that will cause material damage to the roadway if not immediately addressed, the Trustee is authorized, without prior Owner vote, to expend up to \$5,000.00 per incident (the "Emergency Threshold") for emergency repairs. The Trustee shall deliver written notice to all Owners of any emergency expenditure within five (5) business days of incurring such expense, and each Owner's proportionate share of any emergency expenditure shall be assessed and collected as provided in Section 3.03. Any emergency expenditure in excess of the Emergency Threshold shall require a majority vote of the Owners, which vote shall be conducted as expeditiously as practicable under the circumstances.

3.03 Payment of Approved Maintenance Assessments; Allocation.

- a) Following the delivery of a Maintenance Assessment Notice, each Owner shall pay their proportionate share of the approved Maintenance Expense to the Trustee within thirty (30) days of the date of receipt of the Maintenance Assessment Notice (the "Payment Deadline"), without deduction, set-off, or prior demand. Payment shall be made by check, cashier's check, or such other method as the Trustee may designate, payable to the Trustee in the Trustee's capacity as Trustee for the benefit of all Owners.
- b) Each Owner's proportionate share shall be calculated on a per-Lot basis, with each Lot bearing an equal fractional share of the total approved Maintenance Expense equal to one (1) divided by the total number of Lots comprising the Property as of the date of the Maintenance Assessment Notice, unless the Owners vote at the applicable meeting to apportion costs on an alternative basis.
- c) The Trustee shall maintain accurate records of all funds received and disbursed in connection with Maintenance Expenses, and shall make such records available for inspection by any Owner upon reasonable written request. The Trustee shall disburse collected funds solely for the Maintenance Expenses approved by the Owners in accordance with Section 3.02, and shall

return any unexpended surplus to the Owners on a pro-rata basis within sixty (60) days following completion of the applicable maintenance work and final payment of all related invoices.

3.04 Default in Payment; Remedies; Lien.

- a) Default. Any Owner who fails to deliver their proportionate share of an approved Maintenance Expense to the Trustee within thirty (30) days of the date of receipt of the Maintenance Assessment Notice shall be in default (a "Defaulting Owner").
- b) Advancement by Other Owners. In the event that any Owner (an "Advancing Owner") advances the amount due and unpaid by a Defaulting Owner so that the approved Maintenance Expense may be funded and the maintenance work may proceed, the Advancing Owner shall be entitled to recover from the Defaulting Owner: (i) the full amount advanced on behalf of the Defaulting Owner; (ii) interest on the amount advanced at the rate of ten percent (10.00%) per annum from and after the date the advancement is made until paid in full; and (iii) all court costs and reasonable and necessary attorney's fees incurred in the collection of such amount. Nothing herein shall obligate any Owner to advance funds on behalf of a Defaulting Owner.
- c) Lien on Lot. Any approved Maintenance Expense assessment, together with accrued interest, court costs, and reasonable and necessary attorney's fees, that remains unpaid after the Payment Deadline shall constitute a charge against the Defaulting Owner's Lot and shall be secured by a continuing lien upon such Lot; provided, however, that such lien shall be effective only upon the filing of a notice of lien in the Official Public Records of Burnet County, Texas. The inception date of any such lien shall be the date of its filing in such Official Public Records. The lien to secure the payment of maintenance assessments shall be subordinate to the lien of any home equity lien, purchase money lien, or improvement lien made in good faith and for value upon the Lot. The validity, enforceability, and priority of any such lien shall be further conditioned upon the filing of a notice of default in the payment of the applicable maintenance assessment in the Official Public Records of Burnet County, Texas, prior to or contemporaneously with the filing of the notice of lien.
- d) Enforcement of Lien. Any lien arising under this Section 3.04 may be enforced by the Trustee, on behalf of the Advancing Owner or the non-defaulting Owners, or directly by the Advancing Owner, by any remedy available under applicable Texas law, including but not limited to judicial foreclosure. The cost of enforcing any such lien, including reasonable and necessary attorney's fees and court costs, shall be added to the amount secured by the lien.
- e) Suspension of Roadway Rights. In addition to the remedies set forth above, any Owner who is in default of their payment obligation under this Article for a period in excess of sixty (60) days after the Payment Deadline, and who has received written notice of such default from the Trustee, may, by majority vote of the non-defaulting Owners taken in the manner set forth in Section 3.02, have their right to use the roadway and the Roadway Tract suspended until all amounts due, including accrued interest, costs, and attorney's fees, are paid in full. Any such suspension shall be without prejudice to any other remedy available to the Trustee or any Owner under this Declaration or applicable law.
- f) Cumulative Remedies. All remedies available under this Section 3.04 are cumulative and non-exclusive, and the exercise of any one remedy shall not preclude the exercise of any other remedy available at law or in equity.

3.05 In the event an individual owner causes damage to the easement roads or the gates in a specific event, that individual will be responsible for all costs associated with the repairs. The individual owner will have the right to repair the damage using the contractor of their choosing. If adequate repairs are not made within 15 days, the trustee of the Road Maintenance Agreement will initiate repairs and bill the individual owner who caused the damage. An example of this would be driving into one of the electric gates. This

section shall not be used for ordinary wear and tear to the roadway easements to be charged to one individual owner.

IV. TRUSTEE

4.01 Term of Office. Except as otherwise provided in this Article IV, the term of office for the Trustee shall commence upon the effective date of this Agreement and shall end upon the earliest of the following dates:

Two (2) years from commencement of the term of office, the date of death of the Trustee, the effective date of the resignation of the Trustee, the date of removal from office in accordance with the terms and provisions of Section 4.02, or the expiration of the maintenance term of this Agreement.

4.02 Resignation or Removal from Office. The Trustee, in the sole and absolute discretion of the Trustee, may resign effective as of thirty (30) days next following written notice to all other Owners. The Trustee may be removed from office without cause by the Owners (in number, not in acreage ownership) representing at least two-thirds (2/3rds) of the total number of Lots.

4.03. Election of Successor of Trustee. Upon expiration of the term of office or the resignation or removal from office of the Trustee, any Owner may, upon ten (10) calendar days written notice to all other Owners, call a meeting of Owners for the purpose of appointing a successor Trustee. The successor Trustee must be an Owner and the appointment of a successor Trustee shall require approval of the Owners representing more than fifty percent (50%) of the total number of Lots.

4.04. Accounting. On or before January 15 of each calendar year, the Trustee shall provide an accounting in writing to all of the Owners of the receipts and expenses for the prior calendar year, supported by evidence of the source of the receipt and the statement and/or invoice for any expense incurred.

4.05. Bank Account. The Trustee shall open an interest-bearing account at a financial institution of Trustee's choice, and deposit all monies paid for Maintenance Expenses, whether contributed annually or in a special assessment. The bank account shall be in the name of the Trustee, for the benefit of the owners of individual Lots, and collectively, for the benefit of the Property. The Trustee shall provide statements of the bank account to Lot owners within ten (10) days of said request.

V. TERM

The covenants and conditions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until December 31, 2056, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners owning at least two-thirds (2/3rds) of the Lots in the Property has been recorded agreeing to terminate said covenants and conditions in whole or in part.

VI. ENFORCEMENT

Any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, restrictions, and conditions of this Declaration. Failure of any Owner to take any action upon

any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default.

**VII.
PARTIAL INVALIDITY**

The invalidation of any of the terms, provisions, covenants, restrictions, or conditions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, restrictions, or conditions hereof, which shall remain in full force and effect.

**VIII.
AMENDMENT**

The Owners (but expressly excluding their respective mortgagee's, if any) of at least 75% of the Lots in the Property may amend this Declaration by executing and filing an instrument containing such amendment, in the office of the County Clerk of Burnet County, Texas.

**IX.
WAIVER AND LACHES**

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations.

**X.
DECLARANT INDEMNIFICATION**

By acceptance of each warranty deed, Owners agree to indemnify and hold harmless Declarant, its successors and/or assigns, for any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Declaration.

**XI.
BINDING EFFECT**

This Agreement shall inure to the benefit of and be binding upon the Owners and their respective heirs, successors and assigns.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

EXECUTED by said Declarant, this _____ day of _____, 2026.

DECLARANT:

HSW LAND, LLC,
a Texas limited liability company

By: _____
JESS COLLIN WOOD, Manager

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on this the _____ day of _____, 2026,
by JESS COLLIN WOOD, Manager of HSW LAND, LLC, a Texas limited liability company.

Notary Public in and for the State of Texas