

**DECLARATION OF ROAD MAINTENANCE AGREEMENT
AND ROADWAY EASEMENT**

THE STATE OF TEXAS §

COUNTY OF HAYS §

THAT, PROCHNOW OAKS, a Separate Series of HSW LAND, LLC, a Texas series limited liability company, is the record owner of all that tract or parcel of land being approximately 169.68 acres of land out of the John Cassady Survey No. 85, Abstract No. 101, the J.C. Ragsdale Survey, Abstract No. 709, and the WM Perry Survey, Abstract No. 789, in Hays County, Texas, being all of a called 169.68 acre tract more particularly described in Document No. 26006976 of the Official Public Records of Hays County, Texas, incorporated herein by reference, SAVE AND EXCEPT, that certain 10.04 acre tract more particularly described on Exhibit "A," and that certain 10.03 acre tract more particularly described on Exhibit "B," both incorporated herein for all purposes (hereinafter referred to sometimes as the "**Property**" and/or "**Lot**"), 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**

"Agreement" shall mean this Declaration of Road Maintenance Agreement and Roadway Easement.

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

"Declarant" shall mean and refer to PROCHNOW OAKS, a Separate Series of HSW LAND, LLC, a Texas series 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 PROCHNOW OAKS, a Separate Series of HSW LAND, LLC, a Texas series limited liability company, 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 or entities, of a fee simple title to any Lot, or any subdivision of a Lot, 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 and refer to any plot of land of the Property and shall include any plot of land subdivided out of the Property.

“Roadway Easements” shall mean the easements for ingress, egress and regress appurtenant to the Property, granted to all Owners of a Lot, and subject to the maintenance agreement set forth in Article III.

II. ROADWAY EASEMENTS

2.01 Declarant hereby reserves, grants, conveys and assigns a perpetual, non-exclusive ingress, egress and regress easement, over, across and upon the “Roadway Tract” (“Roadway Easement”), more particularly described in Exhibit “C”, 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 (“Roadway Tract”). The Roadway Easements shall be appurtenant to each and every Lot within the Property.

2.02 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.

2.03 ALL ROADWAYS PROVIDING ACCESS TO LOTS SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF SAID LOTS. HAYS COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY TRACT. THE ROADWAY TRACT FOR ACCESS TO THE PROPERTY AND/OR LOTS WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF LOTS. BY ACCEPTANCE OF A DEED TO A LOT WITHIN THE PROPERTY, 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 PROPERTY BY HAYS COUNTY, TEXAS, AND IS ESTOPPED FROM DOING SO.

2.04 Each Owner agrees that no Owner may impede, block, obstruct or otherwise interfere with the use of the Roadway Tract by any other Owner.

III. MAINTENANCE AGREEMENT

3.01 Each Owner agrees to pay all assessments made pursuant to this Article III for the purpose of maintaining, repairing and replacing the roadway upon the Roadway Tract. These expenses (herein “Maintenance Expense”) may include, but shall not be limited to, (1) the reconstruction, repair, maintenance, upkeep or replacement of the roadway, shoulders, drainage ditches, entrance

ways, entrance gate, fencing along the Roadway Tract, and landscaping at the entrance, and (2) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose set out herein. Ordinary wear and tear to the Roadway Tract and its improvements, including deterioration caused by ordinary use, weather, and the passage of time, constitutes a Maintenance Expense payable from the assessments described in this Article III, subject to Section 3.05 below.

3.02 Beginning January 1, 2027, each Owner shall pay to the Trustee an annual maintenance assessment of \$750.00 per year, without deduction, set-off, or prior demand, as such Owner's contribution to the costs and expenses for the repair, maintenance, restoration and improvement of the Roadway Tract. An Owner who owns more than one Lot within the Property shall pay only a single annual maintenance assessment of \$750.00 under this Section 3.02, regardless of the number of Lots owned by such Owner, and not \$750.00 multiplied by the number of Lots owned. For purposes of this Section 3.02, an Owner is deemed to own multiple Lots only if the same natural person(s), or the same legal entity, or legal entities under common ownership or control, hold record title to more than one Lot; the Trustee may request reasonable documentation to confirm common ownership or control before applying a single combined assessment.

3.03 In the event the Trustee has obtained proposals and bids for repair, maintenance and improvement of the roadway which will exceed the annual maintenance assessments (extraordinary Maintenance Expense), notice shall be given to each Owner in writing at their mailing address for receipt of tax statements from the Hays Central Appraisal District, fifteen (15) days prior to the proposed date of a meeting to consider proposed extraordinary Maintenance Expenses, together with notification of the place of meeting, which shall be in Hays County, Texas. A quorum for the purpose of approving a proposal for an extraordinary Maintenance Expense expenditure shall be the attendance of Owners, or their agents acting by written proxy, owning at least 50% of the Lots within the Property. Approval by Owners, or their agents acting by written proxy, representing more than 50% of the Lots in attendance at a quorum shall be required for approval of an extraordinary maintenance assessment for the extraordinary Maintenance Expense.

3.04 Any Owner who fails to deliver an annual maintenance assessment, extraordinary maintenance assessment, or an amount owed under Section 3.05 to the Trustee within thirty (30) days of the date of receipt of notice of assessment shall be in default. In the event any Owner advances the amount due by a defaulting Owner, the advancing Owner shall be entitled to recover from the defaulting Owner the amount in default, with interest at the rate of 10.00% per annum from the date the defaulted amount is advanced, together with court costs and reasonable and necessary attorney's fees incurred in collection. All amounts due under this Article III, together with interest, court costs and reasonable and necessary attorney's fees, shall be a charge on, and shall be secured by a continuing lien upon, each and every Lot owned by the defaulting Owner within the Property, provided a notice of lien has been filed in the Official Public Records, Hays County, Texas. The inception date of the lien shall be the date of its filing. The lien securing payment of amounts due under this Article III shall be subordinate to the lien of any home equity, purchase money, or improvement lien on the affected Lot. The validity, enforcement, and priority of the lien shall be subject to the filing of a notice of default in the Official Public Records of Hays County, Texas.

3.05 OWNER-CAUSED DAMAGE; REPAIR AT OWNER'S EXPENSE. Notwithstanding Section 3.01, if damage to the Roadway Tract, the roadway surface, drainage improvements, the entrance gate, entrance fencing or signage, or any other improvement on the Roadway Tract is caused by the negligent, reckless, or intentional act of an Owner, or of such Owner's family member, tenant, guest, invitee, contractor, or agent — including, without limitation, damage to the roadway surface caused by a delivery truck, heavy equipment, or other vehicle, or damage to the entrance gate caused by a collision — the responsible Owner shall be solely responsible for the full cost of repair or replacement of such damage, and such cost shall not be paid from the annual or extraordinary maintenance assessments described in this Article III.

The Trustee shall provide the responsible Owner with written notice of the claimed damage, together with a reasonable estimate or invoice for the cost of repair and supporting documentation (such as photographs or a contractor's estimate). The responsible Owner may dispute responsibility for the damage, or the reasonableness of the estimated cost, by written notice to the Trustee within fifteen (15) days after receiving such notice. If the Owner timely disputes responsibility or cost, the matter shall be determined by a majority vote of the Owners (excluding the disputing Owner) at a meeting called in accordance with Section 3.03, or, at the Trustee's election, submitted to mediation in Hays County, Texas, with the cost of mediation shared equally between the Trustee and the disputing Owner unless otherwise agreed. If the Owner does not timely dispute the notice, the amount stated in the notice shall be due and payable within thirty (30) days after the date of the notice, and shall thereafter be treated as a defaulted assessment under Section 3.04, including with respect to interest, attorney's fees, and lien rights.

This Section 3.05 does not limit the Trustee's or any Owner's right to separately pursue recovery from the responsible Owner's liability insurer or any other responsible third party, and payment by an insurer shall reduce, dollar for dollar, the amount owed by the responsible Owner under this Section.

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, including any amounts collected or expended under Section 3.05.

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 Expense, 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. Amounts collected under Section 3.05 for Owner-caused damage may be deposited into the same account but shall be tracked separately and applied only to the repair of the specific damage for which they were collected. The Trustee shall provide statements of the bank account to Lot owners within ten (10) days of a 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, 2055, 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 of 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 mortgagees, 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 Hays 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.
ADDITION OF LAND**

Declarant, its successors and assigns, shall, without the consent or approval of any of the other owners, have the right at any time to extend the easement rights to additional property adjacent, contiguous or nearby to the Property. Declarant may, at any time and from time to time, add any other land to the Property, and upon such addition, this Declaration shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land unless a supplemental declaration shall provide for changes to this Declaration to address the added property. In order to add lands to the Property, Declarant will be required only to record in the Official Public Records of Hays County, Texas, a notice of addition of land in the form of a supplemental declaration containing the following provisions:

- A. A reference to this Declaration; and
- B. A statement that the provisions of the Declaration shall apply to the added land and a legal description of the added land.

**XI.
BINDING EFFECT**

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

EXECUTED by said Declarant, this 29th day of September, 2026.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

DECLARANT:

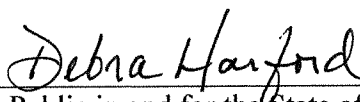
PROCHNOW OAKS, a Separate Series of
HSW LAND, LLC,
a Texas series limited liability company

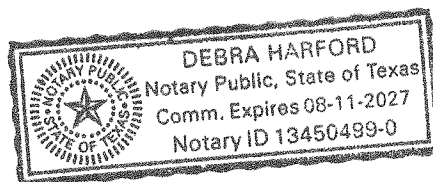
By: 
JESS COLLIN WOOD, Manager

THE STATE OF TEXAS §

COUNTY OF Tom Green§

This instrument was acknowledged before me on this the 29 day of September,
2026, by JESS COLLIN WOOD, Manager of PROCHNOW OAKS, a Separate Series of HSW
LAND, LLC, a Texas series limited liability company.


Notary Public in and for the State of Texas



CONSENT BY LIENHOLDER

The Lienholder, THE BANK & TRUST, consents to this DECLARATION OF ROAD MAINTENANCE AGREEMENT and ROADWAY EASEMENT ("Declaration and Easement") by PROCHNOW OAKS, a Separate Series of HSW LAND, LLC, a Texas series limited liability company. The Lienholder acknowledges that the filing and recording of this Declaration and Easement is not a violation of, nor shall it trigger any due-on-sale clause or other default provision of, that original Deed of Trust by and between PROCHNOW OAKS, a Separate Series of HSW LAND, LLC, a Texas series limited liability company, as Grantor, and THE BANK & TRUST, dated March 3, 2026 and recorded at Instrument No. 26006977 of the Official Records of Hays County, Texas.

THE BANK & TRUST

By:

Name:

Title:

Raleigh Little
RALYEOH LITTLE
Market President.

THE STATE OF TEXAS §

COUNTY OF Tom Green§

This instrument was acknowledged before me on 29 September, 2026, by Raleigh Little, Market President of THE BANK & TRUST, on behalf of said bank

Debra Harford

Notary Public, State of Texas

