

ESPUELA LAND & MINERALS, LLC

TO

THE PUBLIC

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

THE STATE OF TEXAS §

COUNTY OF KERR §

THAT, ESPUELA LAND & MINERALS, LLC, a Texas limited liability company, is the record owner of all that tract or parcel of land being 159.99 acres, more or less, situated in Kerr County, Texas, out of the H.E. & W.T. R.R. Co. Survey No. 1848, Abstract 1452 and a non-exclusive access agreement over and across 60 foot wide strip, tract or parcel of land out of H.E. & W.T. R.R. Co. Survey No. 1848, Abstract 1452, and being the same tract of land described in a general warranty deed from Sharon Y. Pollard, Trustee to Espuela Land & Minerals, LLC on July 23, 2025, recorded in File No. 25-04326 of the Official Public Records of Kerr County, Texas; said 159.99 acres of land being shown on the Spear Point Ranch plat incorporated as Exhibit "A", attached hereto and made a part hereof (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, do 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 ESPUELA LAND & MINERALS, 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 ESPUELA LAND & MINERALS, 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 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 to be appurtenant to the Property to be granted to all Owners of a Lot and which shall be subject to a maintenance agreement.

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 more particularly described in Exhibit “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 (“Roadway Easements”). 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. KERR 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 KERR 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 which may be made on their respective Lot for the purpose of maintaining, repairing and replacing a 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, 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 as set out herein.

3.02 Beginning January 1, 2028, the Owners of all Lots shall pay to the Trustee \$400.00 per year (the annual maintenance assessment) without deductions, set off or prior demand, as its contribution to costs and expenses for the repair, maintenance, restoration and improvement of the Roadway Tract.

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 Kerr Central Appraisal District, fifteen (15) days prior to the proposed date of a meeting to consider proposed extraordinary Maintenance Expenses, together with a notification of the place of meeting which shall be in Kerr 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 the approval of an extraordinary maintenance assessment for the extraordinary Maintenance Expense.

3.04 Any Owner who shall fail to deliver their annual maintenance assessment or their extraordinary maintenance assessment 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 shall advance the amount which is due by the defaulting Owner for the payment of the defaulting Owner's maintenance assessment, the advancing Owner shall be entitled to recover from the defaulting Owner the amount in default, interest at the rate of 10.00% per annum from and after the date that the defaulted amount is advanced by the advancing Owner, together with court costs and reasonable and necessary attorney's fees incurred in collection. The maintenance assessments, together with interest, court costs and reasonable and necessary attorney's fees shall be a charge on the defaulting Owner's Lot and shall be secured by a continuing lien upon the Lot provided a notice of lien has been filed in the Official Public Records, Kerr County, Texas. The inception date of the lien shall be the date of its filing. The lien to secure the payment of maintenance assessments shall be subordinate to the lien of any home equity, purchase money or improvement lien made upon the Lot. The validity, enforcement, and priority of the lien shall be subject to the filing of a notice of default in the payment of maintenance assessments in the Official Public Records of Kerr County, Texas.

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 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. 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, 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 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 Kerr 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 Kerr 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 _____ day of _____, 2026.

DECLARANT:

ESPUELA LAND & MINERALS, LLC,
a Texas limited liability company

By: _____
CALVIN SMAJSTRLA, Manager

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this the _____ day of _____, 2026, by CALVIN SMAJSTRLA, Manager of ESPUELA LAND & MINERALS, LLC, a Texas limited liability company.

Notary Public in and for the State of Texas

CONSENT BY LIENHOLDER

The Lienholder, GUADALUPE BANK, consents to this DECLARATION OF ROAD MAINTENANCE AGREEMENT AND ROADWAY EASEMENT (“**Declaration and Easement**”) by ESPUELA LAND & MINERALS, LLC, a Texas 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 clauses or other default provisions of that original Deed of Trust by and between ESPUELA LAND & MINERALS, LLC as Grantor and GUADALUPE BANK, dated July 23, 2025 and recorded at Instrument No. 25-04331 of the Official Records of Kerr County, Texas.

GUADALUPE BANK

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2026, by _____, _____ of GUADALUPE BANK, on behalf of said bank.

Notary Public, State of Texas