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DECLARATION

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HSW LAND, LLC and
JESS COLLIN WOOD

TO

THE PUBLIC

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

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

THAT, HSW LAND, LLC, a Texas limited liability company, and JESS COLLIN WOOD are the owners of all that tract or parcel of land known as Gillespie Ridge, an unplatted subdivision in Gillespie County, Texas, being 158.060 acres of land out of the S. B. Turner Survey No. 25, Abstract No. 693 in Gillespie County, Texas, being more particularly described in Instrument No. 20227461 of the Official Public Records of Gillespie County, Texas (hereinafter referred to as 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, 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**

"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 and JESS COLLIN WOOD, collectively, and their respective heirs, successors and assigns, if said heirs, 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.

"Property" shall mean and refer to that certain tract of land being 158.060 acres out of the S. B. Turner Survey No. 25, Abstract No. 693 in Gillespie County, Texas described in Instrument No. 20227461 of the Official Public Records of Gillespie County, Texas.

"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 the 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 shall be the roads named Gillespie Ridge Drive 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 Gillespie Ridge Easement, being 4.076 acres of land, more or less, situated in Gillespie County, Texas, part of the S. B. Turner Survey No. 25, Abstract No. 693; said 4.076 acre tract of land is described by metes and bounds on Exhibit "B", attached hereto and made a part hereof. “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 GILLESPIE COUNTY, TEXAS, (THE “SUBDIVISION”) SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF LOTS IN THE SUBDIVISION. GILLESPIE 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 GILLESPIE 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 and tract #15 as designated on Exhibit “A”.

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 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 Thrill Hill Road including 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 purpose as set out herein.



3.02 Beginning January 1, 2024, 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. The annual fee will also be used for the repair, maintenance, restoration and improvement of the one (1) electric gate located at the Gillespie Ridge entrance at the dead end of Gillespie County Road, Thrill Hill Road. If an Owner owns more than one (1) Lot, they shall only be obligated to pay a single annual maintenance fee, regardless of the number of Lots an Owner owns. Upon the sale of a/any of the multiple Lots to a third party, the new Lot Owner shall be assessed for the annual maintenance 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 Gillespie 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 Gillespie 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, Gillespie 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 Gillespie 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.

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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, 2045, 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

8.01 Amendments by Declarant. For so long as Declarant owns any portion of the Subdivision, Declarant may amend this Declaration without consent of other Owners or any Mortgagee, for the following limited purposes:



- i. To meet the requirements, standards, or recommended guidelines of an underwriting lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Lots.
- ii. To correct any defects in the execution of this Declaration or the other Documents.
- iii. To add real property to the Subdivision.
- iv. To subdivide, combine, or reconfigure Lots.
- v. To withdraw from the Subdivision any portion of the real property.
- vi. To resolve conflicts, clarify ambiguities, grant variances and to correct misstatements, errors, or omissions in the Declaration.

8.02 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 Gillespie 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 Gillespie 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 31st day of August, 2023.

[SIGNATURES TO FOLLOW ON NEXT PAGE]



DECLARANT:

Jess Collin Wood
JESS COLLIN WOOD

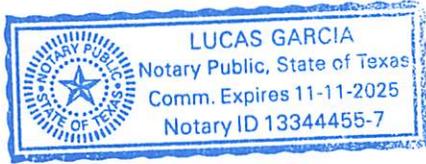
HSW LAND, LLC,
a Texas limited liability company

By: *Jess Collin Wood*
JESS COLLIN WOOD, Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 31st day of August, 2023, by JESS COLLIN WOOD, individually and in his capacity as Manager of HSW LAND, LLC, a Texas limited liability company.



Lucas Garcia
Notary Public in and for the State of Texas

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CONSENT TO GOVERNING DOCUMENTS

WHEREAS, THE BANK & TRUST, SSB, holder of that certain Real Estate Lien Note in the amount of \$1,011,648.00, payable to THE BANK & TRUST, SSB, and additionally secured by Deed of Trust dated October 27, 2022, to LARRY R. DAVIS, JR., as Trustee, recorded under Register No. 20227462, Official Public Records of Gillespie County, Texas, does hereby consent to, accept and ratify this DECLARATION OF ROAD MAINTENANCE AGREEMENT AND ROADWAY EASEMENT.

EXECUTED this 31st day of August, 2023.

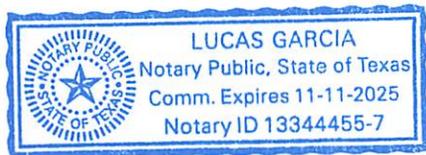
THE BANK & TRUST, SSB

By: *Darcy Weishuhn*
Darcy Weishuhn, Vice President
(Printed Name and Title)

THE STATE OF TEXAS §

COUNTY OF Tom Green §

This instrument was acknowledged before me on the 31st day of August, 2023, by *Darcy Weishuhn*, Vice President, of THE BANK & TRUST, SSB, on behalf of said bank.



Lucas Garcia
Notary Public in and for the State of Texas

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EXHIBIT "B"

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SEARCHERS
SURVEYING & ENGINEERING LLC
MASON | FREDERICKSBURG

P.O. Box 528 Mason, TX 76856 | P.O. Box 1504 Fredericksburg, TX 78624
830-383-1211 | Firm #10193966
www.searchersls.com

LEGAL DESCRIPTION: Being a 4.076 acres easement tract out of the S.B. Turner Survey No. 25, Abstract No. 693 in Gillespie County, Texas and being all of that certain 60 foot wide access easement described in Instrument No. 20228493 of said Official Public Records and being a portion of that certain 158.060 acre tract described in Instrument No. 20227461 of the Official Public Records of Gillespie County, Texas and being a portion of that certain 22.012 acre tract described in Instrument No. 20228493 of said Official Public Records; Said 4.076 acre easement tract being more particularly described as follows and as surveyed under the supervision of Searchers Surveying & Engineering LLC in April 2023:

BEGINNING at a 3/8 inch iron rod found for the northeast corner of Thrill Hill Drive, a corner of said 158.060 acre tract, the southeast corner of that certain 23.207 acre tract described in Instrument No. 20203512 of said Official Public Records, and a corner hereof;

THENCE North 00°16'01" West a distance of 7.35 feet along the east line of said 23.207 acre tract and the west line of said 158.060 acre tract to a 1/2 inch iron rod found with a cap marked "Searchers RPLS 6275" for the northwest corner hereof, and from which a 3 inch cedar fence corner post found in the east line of said 23.207 acre tract for the southwest corner of that certain 141.98 acre tract described in Volume 428, Page 552 of said Official Public Records and the northwest corner of said 158.060 acre tract bears North 00°16'01" West a distance of 281.37 feet;

THENCE crossing said 158.060 acre tract, the following 8 courses:

1. South 70°51'07" East a distance of 96.88 feet to a 1/2 inch iron rod set;
2. South 46°28'20" East a distance of 255.11 feet to a 1/2 inch iron rod set;

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3. Along a non-tangent curve to the left having an arc length of 153.75 feet, a radius of 270.00 feet, and a chord that bears South 62°47'07" East a distance of 151.68 feet to a 1/2 inch iron rod set;
4. South 79°05'54" East a distance of 835.75 feet to a 1/2 inch iron rod set;
5. Along a non-tangent curve to the right having an arc length of 430.20 feet, a radius of 330.00 feet, and a chord that bears South 41°45'08" East a distance of 400.37 feet to a 1/2 inch iron rod set;
6. South 04°24'22" East a distance of 588.01 feet to a 1/2 inch iron rod set;
7. Along a non-tangent curve to the right having an arc length of 398.91 feet, a radius of 330.00 feet, and a chord that bears South 30°13'27" West a distance of 375.07 feet to a 1/2 inch iron rod set;
8. South 64°51'17" West a distance of 65.54 feet to a 1/2 inch iron rod set in the northeast line of that certain 22.012 acre tract described in said Instrument No. 20228493;

THENCE along a non-tangent curve to the right having an arc length of 346.04 feet, a radius of 65.00 feet, and a chord that bears North 25°08'43" West a distance of 60.00 feet crossing said 158.060 acre tract and said 22.012 acre tract to a 1/2 inch iron rod set;

THENCE crossing said 158.060 acre tract, the following 8 courses:

1. North 64°51'17" East a distance of 65.54 feet to a 1/2 inch iron rod set;
2. Along a non-tangent curve to the left having an arc length of 326.38 feet, a radius of 270.00 feet, and a chord that bears North 30°13'27" East a distance of 306.87 feet to a 1/2 inch iron rod set;
3. North 04°24'22" West a distance of 588.01 feet to a 1/2 inch iron rod set;
4. Along a non-tangent curve to the left having an arc length of 351.98 feet, a radius of 270.00 feet, and a chord that bears North 41°45'08" West a distance of 327.58 feet to a 1/2 inch iron rod set;
5. North 79°05'54" West a distance of 835.75 feet to a 1/2 inch iron rod set;
6. Along a non-tangent curve to the right having an arc length of 187.91 feet, a radius of 330.00 feet, and a chord that bears North 62°47'07" West a distance of 185.38 feet to a 1/2 inch iron rod set;

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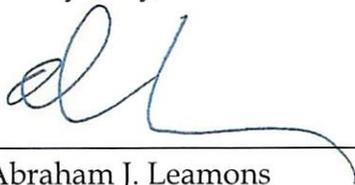
- 7. North 46°28'20" West a distance of 242.14 feet to a 1/2 inch iron rod set;
- 8. North 70°51'07" West a distance of 63.25 feet to a 1/2 inch iron rod found with a cap marked "Searchers RPLS 6275" in the east line of that certain 23.50 acre tract described in Volume 625, Page 728 of said Official Public Records and the west line of said 158.060 acre tract;

THENCE North 00°20'53" West a distance of 6.20 feet along the east line of said 23.50 acre tract and the west line of said 158.060 acre tract to an 8 inch cedar fence corner post found for the northeast corner of said 23.50 acre tract, the southeast corner of said Thrill Hill Drive, and a corner of said 158.060 acre tract;

THENCE North 00°15'42" East, along the east line of said Thrill Hill Drive and the west line of said 158.060 acre tract at a distance of 25.53 feet pass a 1/2 inch iron rod set, continuing in all for a total distance of 49.91 feet to the POINT OF BEGINNING containing 4.076 acres, more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are Grid, NAD 83, Texas Central Zone 4203 and are derived from GPS techniques. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275".

Surveyed by;



Abraham J. Leamons
Registered Professional Land Surveyor #6275
Date: April 25, 2023
Job# 22-6186



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Lindsey Brown

Lindsey Brown, County Clerk
Gillespie County Texas
September 05, 2023 11:36:01 AM



FEE: \$66.00 JCOSTON **20235184**
DECLARATION