

## SHARED FACILITIES AGREEMENT

This SHARED FACILITIES AGREEMENT ("*Agreement*") executed effective as of 12/29/2021 (the "*Effective Date*"), sets forth the agreement between Gaines Bend Property Owners Association, Inc., a Texas non-profit corporation ("*Gaines Bend POA*") and Reserve at Gaines Bend, LLC, a Texas limited liability company ("*RGB*") regarding the matters set forth herein below. Gaines Bend POA and RGB may be referred to herein individually as a "*Party*" and collectively as the "*Parties*".

### RECITALS

WHEREAS, pursuant to that certain Special Warranty Deed (the "*Deed*") dated June 6, 2019, recorded under Document No. 201900002702 in the Official Public Records of Palo Pinto County, Texas, Gaines Bend Development, Ltd., a Texas limited partnership ("*GB Development LTD.*") and Gibson-Belding Ranch Properties, Ltd., collectively as grantor, conveyed to RGB, as grantee, that certain real property being more particularly described on Exhibit "A" attached hereto and incorporated herein (the "*Reserve Phase 1 Property*"). RGB intends to develop the Reserve Phase 1 Property into approximately eighty-six (86) lots for single-family residential use (each, a "*Reserve Lot*"). The Reserve Phase 1 Property as developed into a single family residential subdivision initially consisting of eighty-six (86) single-family lots and common areas, together with any and all additional land or future phases of development that may be annexed into the terms of this Agreement in accordance with Section 11.a below, shall be referred to herein collectively as the "*Reserve Subdivision*"; and

WHEREAS, the only means of access to the Reserve Phase 1 Property is pursuant to Gaines Bend Road, a privately held access easement, which is controlled and maintained by the Gaines Bend POA pursuant to that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Gaines Bend Subdivision dated February 19, 1998, recorded in Volume 953, Page 508 in the Official Public Records of Palo Pinto County, Texas (as amended from time-to-time, the "*Gaines Bend Declaration*"); and

WHEREAS, the Gaines Bend Declaration established the "*Gaines Bend Road Fund*" pursuant to Paragraph 8 thereof. The Gaines Bend Road Fund is an account established to assist in paying for the construction and maintenance of the roads leading from State Highway 16 to the lots located within the Gaines Bend Subdivision (as defined in the Gaines Bend Declaration). The Gaines Bend Declaration further provides that the Gaines Bend POA is to be responsible for the collection and expenditure of the Gaines Bend Road Fund for the improvements and maintenance of the roads leading to the lots and common areas located within the Gaines Bend Subdivision, and for the payment of ad valorem taxes, if any, attributable to such property. Per the Gaines Bend Declaration, the Gaines Bend Road Fund shall be controlled by the Gaines Bend POA and assessments for the Gaines Bend Road Fund shall be handled in the same manner as assessments for other purposes under Paragraph 7.F. of the Gaines Bend Declaration. Paragraph 7.F. sets forth certain rights and remedies of the Gaines Bend POA for failure to pay assessments, including the right to conduct non-judicial foreclosure; and

WHEREAS, pursuant to Paragraph 14 of the Gaines Bend Declaration, GB Development LTD. and Madge L. Belding (and their respective successors and assigns being collectively referred to herein as, "*Declarant*"), reserved the right to future development of additional property located adjacent to the Gaines Bend Subdivision, such additional property to be subject to any restrictions filed by Declarant applicable to such other property. In exercising this right, Declarant may (but was not obligated to) bring all or part of such additional property into the general plan of development represented by the Gaines Bend Declaration by filing of record a written document declaring that such additional property be added to the coverage of the Gaines Bend Declaration. Notwithstanding, any future development by Declarant

of the property adjacent to the Gaines Bend Subdivision (located anywhere on the Gaines Bend peninsula) shall require the future purchasers or users of the property to participate in the Gaines Bend Road Fund; and

WHEREAS, Declarant conveyed the Reserve Phase 1 Property to RGB but did not subject the Reserve Phase 1 Property to the Gaines Bend Declaration; and

WHEREAS, in connection with RGB's development of the Reserve Phase 1 Property, RGB has subjected the Reserve Phase 1 Property to that certain Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges of The Reserve At Gaines Bend Phase 1 and (Partial) Gaines Bend Subdivision Block 3, Phase 1 dated effective September 30, 2019 and recorded under Document No. 201900004746 of the Official Public Records of Palo Pinto County, Texas (as may be amended from time to time, the "*Reserve Declaration*"), which established covenants similar to those as set forth herein and a property owners association for the Reserve Phase 1 Property (the "*Reserve POA*"); and

WHEREAS, the Gaines Bend POA and RGB, for itself and the Reserve POA or any other future property owners association of the Reserve Subdivision, acknowledge that the Reserve Subdivision is benefitted by the roads located within the Gaines Bend Peninsula and is subject to the Gaines Bend Road Fund, which is controlled by the Gaines Bend POA pursuant to the Gaines Bend Declaration; and

WHEREAS, RGB, for itself and the Reserve POA or any other future property owners association of the Reserve Subdivision, thinks it is in the best interest of the Reserve Subdivision to utilize certain Gaines Bend Subdivision common areas, including specifically the trash facilities (the "*Trash Facilities*"), the mail kiosk facility (the "*Mail Facilities*"), and the security and access facilities (the "*Security/Access Facilities*"), together with boat ramp, green belts, picnic areas, and other common areas held open for the common use and benefit of the owners of the Gaines Bend Subdivision, such common areas being created and established pursuant to the Gaines Bend Declaration and pursuant to plats of the Gaines Bend Subdivision such as common areas further described in recorded plats recorded in the public records as of the Effective Date hereof (collectively, the "*Shared Common Area Facilities*"), and RGB has requested, and the Gaines Bend POA has agreed subject to the terms, provisions and conditions set forth herein, to grant to the Reserve Lot owners (the "*Reserve Lot Owners*") the non-exclusive right to use the Shared Common Area Facilities, in common with the owners of the Gaines Bend Subdivision; and

WHEREAS, the Reserve Declaration establishes for the benefit of the Reserve Lot Owners the nonexclusive right to use the Shared Common Area Facilities and further establishes certain assessment obligations, benefitting the Gaines Bend POA, for the use and maintenance of the Shared Common Area Facilities; and

WHEREAS, the Gaines Bend POA is not a party to the Reserve Declaration despite the conveyance of said rights and being a benefitted party thereto; and

WHEREAS, the Gaines Bend POA and RGB desire to enter into this Agreement to memorialize the agreement between the Parties as it pertains to the Gaines Bend Fund, Shared Common Area Facilities, assessments that shall be charged against the Reserve Lots in accordance with the Reserve Declaration and this Shared Facilities Agreement, and the payment of those assessments to the Gaines Bend POA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SHARED FACILITIES AGREEMENT

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1. Easements for Shared Common Area Facilities. Subject to the terms, provisions and conditions set forth in this Agreement, the Reserve Lot Owners will have the right and easement of enjoyment in and to the Shared Common Area Facilities and an access easement by and through such areas, which easements will be appurtenant to and will pass with title to such owner's Reserve Lot, subject to the following restrictions and reservations:

- a. The right of the Gaines Bend POA, or the Gaines Bend POA's designee, to cause such Shared Common Area Facilities and features to be constructed and maintained, as determined from time to time by the Gaines Bend POA, in the Gaines Bend POA's sole and absolute discretion;
- b. The right of the Gaines Bend POA to suspend the Reserve Lot Owner's right to use the Shared Common Area Facilities for any period during which any Shared Common Area Assessment against such owner's Reserve Lot remains past due and for any period during which such member is in violation of any provision of the Reserve Declaration or this Agreement;
- c. The right of the Board of the Gaines Bend POA to dedicate or transfer all or any part of the Shared Common Area Facilities to any public agency, authority or utility for any purpose;
- d. The right of the Board of the Gaines Bend POA to grant easements or licenses over and across the areas of the Shared Common Area Facilities;
- e. The right of the Board of the Gaines Bend POA to promulgate Rules and Regulations regarding the use of the Shared Common Area Facilities and any improvement located thereon; and
- f. The right of the Gaines Bend POA to contract for services with any third parties on such terms as the Board may determine.

2. Capitalization Assessments for Gaines Bend Road Fund.

- a. Road Fund Capitalization Assessments Paid by RGB. RGB agrees to pay to the Gaines Bend POA an assessment in the amount of One Thousand and No/100 Dollars (\$1,000.00) per Reserve Lot (the "*RGB Road Fund Capital Assessment*") for the purpose of capitalizing the Gaines Bend Road Fund. The RGB Road Fund Capital Assessment shall be due and payable to the Gaines Bend POA when a plat creating lots in the Reserve Subdivision, whether now or in the future, is recorded in the Official Public Records of Palo Pinto County, Texas. As of the Effective Date of this Agreement, RGB has paid to the Gaines Bend POA the total sum of Eighty-Six Thousand and No/100 Dollars (\$86,000.00), which amount represents the \$1,000 RGB Road Fund Capital Assessment multiplied by 86, being the total number of Reserve Lots in the Reserve Phase 1 Property.
- b. Working Capital Assessment Paid by Subsequent Reserve Lot Owners. Following the conveyance of a Reserve Lot by RGB (or an affiliate thereof) to the first owner thereof, each *subsequent* Reserve Lot Owner of a Reserve Lot will pay a one-time capital assessment (the "*Road Fund Working Capital Assessment*") to the Gaines Bend POA in the amount of Seven Hundred Fifty and No/100 Dollars (\$750.00). The Road Fund Working Capital Assessment hereunder will be due and payable by the transferee to the

Gaines Bend POA immediately upon each transfer of title to the Reserve Lot, including upon transfer of title from one Reserve Lot Owner of such Reserve Lot to any subsequent purchaser or transferee thereof. The Road Fund Working Capital Assessment shall be deposited into the purchase and sale escrow and disbursed by the title company from there to the Gaines Bend POA. For clarification purposes, the Road Fund Working Capital Assessment shall not be applicable to the initial Reserve Lot Owner who obtains title to a Reserve Lot directly from RGB or an affiliate thereof.

c. Additional Road Fund Capital Assessment.

i. Prior to commencing construction of the initial improvements on a Reserve Lot by the owner thereof, said Reserve Lot Owner is required to deliver plans and specifications for said initial improvements to RGB and/or the Reserve POA. At the time said plans and specifications for the initial improvements to be constructed on a Reserve Lot are delivered to RGB or the Reserve POA, as applicable, said Reserve Lot Owner shall pay an assessment directly to the Gaines Bend POA in the amount of One Thousand Seven Hundred Fifty and No/100 Dollars (\$1,750.00) for purposes of capitalizing the Gaines Bend Road Fund. This amount shall be known as the "*Additional Road Fund Capital Assessment*". Following the payment of the Additional Road Fund Capital Assessment, said Reserve Lot Owner shall have a period of eighteen (18) months, commencing upon receipt of approval of the submitted plans and specifications from the Reserve POA, to substantially complete construction of said initial improvements on the Reserve Lot. If the initial improvements are not substantially completed within said 18-month period, then the Reserve Lot Owner shall be required to pay directly to the Gaines Bend Road Fund an additional capitalization assessment in the amount of either: (A) One Hundred Fifty and No/100 Dollars (\$150.00) per month until such time as the initial improvements are substantially completed, or (B) One Thousand Seven Hundred Fifty and No/100 Dollars (\$1,750.00) for an additional eighteen (18) month period. The Reserve Lot Owner shall have the right to elect, in its sole discretion, the payment procedure set forth in subsection (A) or (B) above. In the event a Reserve Lot Owner fails to pay the Additional Road Fund Capital Assessment as set forth in this Section, the Gaines Bend POA shall have the right to assess a fine in the amount of One Thousand and No/100 Dollars (\$1,000.00) against the defaulting Reserve Lot Owner.

ii. The amount of the Additional Road Fund Capital Assessment stated above is specific to single-family residential use only. The Board of the Gaines Bend POA reserves the right adjust the amount of the Additional Road Fund Capital Assessment based upon the intended type of use of the property, including without limitation the following: multifamily, condominium, commercial, etc.

iii. Prior to commencing construction of a secondary structure (i.e. detached garage or guest house) on a Reserve Lot by the owner thereof, said Reserve Lot Owner shall pay directly to the Gaines Bend POA a working capital assessment (the "*Secondary Structure Working Capital Assessment*") in the amount of Five Hundred and No/100 Dollars (\$500.00) at the time said Reserve Lot Owner submits the plans and specifications for such secondary structure to the Reserve POA.



The RGB Road Fund Capital Assessment, the Road Fund Working Capital Assessment, the Additional Road Fund Capital Assessment, and the Secondary Structure Working Capital Assessment shall collectively be referred to herein as the "*Road Fund Capitalization Assessments*". The Road Fund Capitalization Assessments shall be in addition to, and not in lieu of, the Road Fund Annual Assessment (as defined below) and shall not be considered an advance payment of such Road Fund Annual Assessments.

3. Capitalization Assessments for Shared Common Area Facilities.

- a. Mail Facilities. RGB agrees to pay to the Gaines Bend POA an assessment in the amount of Five Thousand and No/100 Dollars (\$5,000.00) (the "*Mail Facilities Capital Assessment*"), which Mail Facilities Capital Assessment shall be attributable to the Reserve Lots located within the Reserve Phase I Property. As of the Effective Date of this Agreement, RGB has paid to the Gaines Bend POA the Mail Facilities Capital Assessment. The Gaines Bend POA may use the Mail Facilities Capital Assessment to discharge operating expenses of the Mail Facilities. Following completion of construction of the initial improvements on a Reserve Lot located within the Reserve Phase I Property by the owner thereof, as evidenced by receipt of a certificate of occupancy (or its equivalent) by the applicable governmental authority, the Gaines Bend POA will issue a key to the Mail Facilities to said Reserve Lot Owner. The Gaines Bend POA reserves the right to charge additional assessments for the construction of additional mailboxes and/or mail clusters or chutes to accommodate future phases of the Reserve Subdivision.
- b. Trash Facilities. Following completion of construction of the initial improvements on a Reserve Lot by the owner thereof, as evidence by receipt of a certificate of occupancy (or its equivalent) by the applicable governmental authority, said Reserve Lot Owner shall pay an assessment directly to the Gaines Bend POA in the amount of Six Hundred and No/100 Dollars (\$600.00) (the "*Trash Facilities Capital Assessment*"). The Gaines Bend POA may use the Trash Facilities Capital Assessment to discharge operating expenses of the Trash Facilities.

The Mail Facilities Capital Assessment, Trash Facilities Capital Assessment, and Security/Access Facilities Capital Assessment shall collectively be referred to herein as the "*Shared Common Area Facilities Capitalization Assessments*". The Shared Common Area Facilities Capitalization Assessments shall be in addition to, and not in lieu of, the Shared Common Area Annual Assessment (as defined below) and shall not be considered an advance payment of such Shared Common Area Annual Assessments. The Road Fund Capitalization Assessments and the Shared Common Area Facilities Capitalization Assessments (collectively, the "*Capitalization Assessments*") may be used by the Gaines Bend POA as determined for benefit of operations of the Gaines Bend POA and/or for the benefit of needed reserve funds as determined by the Board of the Gaines Bend POA.

4. Annual Assessments.

- a. Annual Assessments for Gaines Bend Road Fund. The Gaines Bend POA shall have the right to charge regular annual assessments against the Reserve Lots for the Gaines Bend Road Fund in accordance with the Gaines Bend Declaration (the "*Road Fund Annual Assessments*"). All annual assessments herein set forth will be equitable between all owners of Gaines Bend POA and Reserve Lots owners. The current Road Fund Annual Assessment is in the amount of Four Hundred Fifty and No/100 Dollars (\$450.00). All such Road Fund Annual Assessments will be due and payable to the Gaines Bend POA

annually on or before the first day of the month at the beginning of the fiscal year, or in such other manner as the Board of the Gaines Bend POA may designate in its sole and absolute discretion, or as may otherwise be set forth in and in accordance with the Gaines Bend Declaration. Upon transfer of a Reserve Lot by the transferee to a new owner, the Road Fund Annual Assessment shall be prorated at such closing and deposited into the purchase and sale escrow and disbursed by the title company from there to the Gaines Bend POA. At such time, the Gaines Bend POA will assign to each new Reserve Lot Owner a gate code to the front gate facilities. The declarant/developer Reserve at Gaines Bend, LLC shall have no obligation for any regular annual assessment for the Gaines Bend Road Fund for any lots it may own. The Gaines Bend POA reserves the right to modify the amount of the Road Fund Annual Assessments in accordance with the Gaines Bend Declaration, provided that any such modification will be equitable between all owners of Gaines Bend POA and Reserve Lots owners.

b. Annual Assessments for Shared Common Area Facilities. The Gaines Bend POA shall have the right to charge regular annual assessments against the Reserve Lots for the Shared Common Area Facilities in accordance with the Gaines Bend Declaration and this Agreement (the "*Shared Common Area Annual Assessments*"). All annual assessments herein set forth will be equitable between all owners of Gaines Bend POA and Reserve Lots owners. The current Shared Common Area Annual Assessments consists of the following:

i. Annual Assessments for Trash Facilities. An amount equal to One Hundred Fifty and No/100 Dollars (\$150.00) (the "*Trash Facilities Annual Assessment*") attributable to operating expenses incurred by the Gaines Bend POA in connection with the Trash Facilities, which amount shall be charged to each Reserve Lot Owner and paid directly to the Gaines Bend POA. The first payment of the Trash Facilities Annual Assessment shall not become due or payable until such time as completion of construction of the initial improvements on a Reserve Lot by the owner thereof, as evidence by receipt of a certificate of occupancy (or its equivalent) by the applicable governmental authority. At such time, in addition to the payment of the Trash Facilities Capital Assessment as set forth in Section 3.b. above, the Reserve Lot Owner shall be required to pay the Trash Facilities Annual Assessment prorated as of the date of the certificate of occupancy (or its equivalent) by the applicable governmental authority. Thereafter, upon transfer of a Reserve Lot by the transferee to a new owner, the Trash Facilities Annual Assessment shall be prorated at such closing and deposited into the purchase and sale escrow and disbursed by the title company from there to the Gaines Bend POA; and

ii. Annual Assessments for Other Shared Common Area Facilities. An amount equal to Two Hundred and No/100 Dollars (\$200.00) (the "*Gaines Bend POA Pass-Thru Assessment*") attributable to the operating expenses incurred by the Gaines Bend POA in connection with all other Shared Common Area Facilities, which amount shall be assessed against each Reserve Lot and Reserve Lot Owner pursuant to the Reserve Declaration. The Reserve POA shall have the responsibility of collecting the Gaines Bend POA Pass-Thru Assessment from each of the Reserve Lot Owners and paying said assessment to the Gaines Bend POA on or before the first day of the month at the beginning of the fiscal year, or in such other manner as the Board of the Gaines Bend POA may designate in its



sole and absolute discretion. RGB shall have no obligation to pay the Gaines Bend POA Pass-Thru Assessment on any Reserve Lots it may own.

The Road Fund Annual Assessments and the Shared Common Area Annual Assessments (inclusive of the Trash Facilities Annual Assessment and the Gaines Bend POA Pass-Thru Assessment) shall be referred to herein as the "Annual Assessments".

5. **Multiple Lot Owners in the Reserve Phase 1 Property.** Subject to the terms, provisions, and conditions set forth below, if one Reserve Lot Owner owns up to three (3) unimproved Reserve Lots located within the Reserve Phase 1 Property, then said common owner shall only be responsible for paying one (1) Gaines Bend POA Pass-Thru Assessment for such unimproved Reserve Lots (i.e. one (1) Gaines Bend POA Pass-Thru Assessment for up to three (3) unimproved Reserve Lots located in the Reserve Phase 1 Property) (the "Pass-Thru Assessment Discount"). A Reserve Lot Owner may only benefit from the Pass-Thru Assessment Discount for up to six (6) unimproved Reserve Lots located within the Reserve Phase 1 Property. For clarification purposes, if a Reserve Lot Owner owns a total of 4, 5, or 6 Reserve Lots, then said Reserve Lot Owner shall only be assessed a total of two (2) Gaines Bend POA Pass-Thru Assessments – i.e. one (1) Gaines Bend POA Pass-Thru Assessment being attributable for the first three (3) Reserve Lots and the second Gaines Bend POA Pass-Through Assessment attributable for Lots 4, 5 and 6). Once six (6) Reserve Lots is exceeded, then each additional Reserve Lot shall be assessed as normal in accordance with the terms of the Reserve Declaration and this Agreement. The Pass-Thru Assessment Discount shall only be applicable with respect to Reserve Lots located within the Reserve Phase 1 Property and shall not apply to any future phases of the Reserve Subdivision.

Notwithstanding the foregoing, if improvements are constructed on a Reserve Lot, then said Reserve Lots shall no longer receive the benefit of the Pass-Thru Assessment Discount set forth herein and shall be assessed as normal in accordance with the terms of the Reserve Declaration and this Agreement. For example purposes only, the above limitation on assessments assumes that only one single family residence will be constructed on the three (3) Reserve Lots and therefore said lots should only be subject to one (1) assessment in total.

Reserve Lots located within Reserve Phase 1 Property need not be contiguous.

The Pass-Thru Assessment Discount shall only be attributable to the Reserve Phase 1 Property and shall not apply to any additional land or future phases of the Reserve Subdivision.

6. **Future Expansion of Shared Common Area Facilities.** The Parties acknowledge that the costs and expenses related to any future expansion of all or any portion of the Shared Common Area Facilities shall be shared equally by the Parties as agreed to by both parties.

7. **Special Assessment For Roadway Damage.** In connection with the development of the Reserve Phase 1 Property, certain damage has occurred to the existing roadways located within the Gaines Bend Subdivision. RGB agrees to repair, at its sole cost and expense, all damage caused by RGB, and its agents, contractors, licensees and permittees, to the existing roadways located within the Gaines Bend Peninsula. Said repair work shall be in accordance with the Gaines Bend POA roadway standards attached hereto as Exhibit "B" (the "Roadway Standards") and shall be performed by a contractor reasonably acceptable to the Gaines Bend POA. The Parties estimate that the repair costs will be approximately \$22,000.00 (the "Repair Costs"), which RGB may pay directly to the contractor. As of the Effective Date of this Agreement, RGB has paid the Repair Costs. All costs and expenses necessary for the repair of the roadways shall be deemed a special assessment charged by the Gaines Bend POA against RGB pursuant to the terms, provisions, and conditions of the Gaines

Bend Declaration. RGB acknowledges and agrees that it shall be responsible for repairing and replacing, at its sole cost and expense, any roadways RGB, its agents, contractors, licensees and/or permittees damage now and in the future.

8. **Road Construction.** In connection with the development of the Reserve Subdivision, RGB intends to construct, at RGB's sole cost and expense, certain roadways that will provide ingress and egress to the Reserve Subdivision. Following completion of construction of the roadways and acceptance by the Gaines Bend POA as hereinafter set forth, said roadways will be maintained by the Gaines Bend POA as a part of the Gaines Bend Road Fund. In order to ensure the quality of construction of the roadways to be included as a part of the Gaines Bend roadway system, RGB agrees to the following:

a. **Roadway Standards.**

i. **Existing Roadways Constructed Prior to Effective Date of this Agreement.** Prior to the Effective Date of this Agreement, RGB has constructed a certain roadway commonly known as the Rawhide Road extension, as generally described on Exhibit "C" attached hereto and incorporated herewith (the "Existing Roadway"). The Parties acknowledge that the Existing Roadway was not constructed in accordance with the Roadway Standards set forth in Exhibit "B". The Gaines Bend POA agrees that the Existing Roadway may be accepted into the Gaines Bend roadway system following the satisfaction of the following conditions:

1. RGB is performing, or causing to be performed, the construction and installation of certain water and electric utility lines necessary for the Reserve Phase 1 Property. Following completion of the above-referenced water and electric utility work (or sooner, in RGB's discretion), RGB will repair or otherwise modify the Existing Roadway so that it satisfies the conditions set forth in Exhibit "C" attached hereto.
2. The terms, provisions and conditions set forth in Section 8.c. below shall be applicable to the Existing Roadway.

ii. **Future Roadways Constructed After Effective Date of this Agreement.** RGB acknowledges and agrees that any and all roadways hereafter constructed in connection with the Reserve Subdivision (as may be expanded from time to time) shall be constructed in accordance with the standards set forth on Exhibit "B" attached hereto and incorporated herewith (the "Roadway Standards").

b. **Approval Process.** Prior to commencing construction of any roadways, RGB shall submit the plans and specifications, plats, and construction schedule for said roadways to the Gaines Bend POA for approval in accordance with the following procedure:

i. RGB shall provide written notification to the Gaines Bend POA of the need and timing for the plats, plans and specifications, schedule or any other matter pertaining to the roadways, as applicable (an "Approval Item"). Such notice shall be accompanied by materials reasonably sufficient to explain and depict the request being made.

ii. Upon receipt of any such notice and materials, the Gaines Bend POA shall be entitled to review and confirm the matters which are the subject of the notice. To the extent the Approval Item is consistent with the Roadway Standards, the Gaines Bend POA will not unreasonably withhold, condition, or delay its



approval of the Approval Item. Failure to approve or disapprove any Approval Item in writing within a reasonable period of time (not to exceed ninety (90) days after receipt) shall be deemed approval of request. Any disapproval of an Approval Item shall be effective only if the notice of disapproval includes a statement specifying the reasonable reasons therefor.

iii. If the Gaines Bend POA objects to the Approval Item, then the Gaines Bend POA shall promptly notify RGB of the objection. The Parties shall then diligently work to resolve the objection.

c. Construction.

i. RGB shall timely apply for and procure all necessary permits and other approvals affecting the roadways, and thereafter shall construct, at its sole cost and expense, the roadways in accordance with the Roadway Standards and the plans and specifications, plats, and construction schedule which have been approved by the Gaines Bend POA.

ii. All work shall be performed in compliance with all governmental regulations and applicable laws, in a good and workmanlike and lien free manner, and in accordance with sound professional standards and the terms, provisions and conditions of this Agreement.

iii. RGB shall be responsible for the supervision of such construction work.

iv. During the construction of the roadways, the Gaines Bend POA may inspect the same, and RGB agrees to immediately cause to be corrected any deficiencies in workmanship or materials, or any elements of the roadways that do not comply with the requirements of the approved plans and specifications and/or Roadway Standards. If any inspector representing a governmental authority brings to RGB's attention that elements of the roadways do not comply with applicable governmental regulations or applicable laws, then RGB shall promptly notify the Gaines Bend POA of same and thereafter cause such deficiencies to be corrected.

v. "Substantial Completion" of the roadways shall be deemed to have occurred at such time as the roadways are complete subject only to minor "punch list" items which, individually and in the aggregate, do not interfere with or prevent the use of the roadway improvements for their intended purposes (a "punch list" item shall refer only to an item of the roadways that has been completed except for some component that remains to be finished or completed and can be completed within thirty (30) days). Promptly after the Substantial Completion of the roadways, RGB shall give notice to the Gaines Bend POA that the roadway is ready for inspection. Within thirty (30) days after receipt of such notice, the Parties shall complete their inspection of the roadway. If no written objections are made, (i) RGB shall cause its engineer to issue to the Gaines Bend POA a certificate of Substantial Completion, and (ii) within three (3) business days following the inspection of the roadways, RGB and the Gaines Bend POA shall prepare a written punch list setting forth the incomplete and defective items of the roadways of which they are aware that require additional work by RGB (the "Punch List").

- vi. RGB shall perform or cause all items of work disclosed in the Punch List to be fully performed within a reasonable period of time, not to exceed ninety (90) days, after the date on which the Punch List is prepared. Following completion of the items set forth on the Punch List, RGB shall give notice to the Gaines Bend POA that the Punch List items are complete and shall cause its engineer to issue to the Gaines Bend POA a certificate of Final Completion. Following receipt of notice from RGB that the Punch List items are complete and the Certificate of Final Completion, the Gaines Bend POA shall have three (3) business days to inspect and confirm whether the Punch List items have been finally completed and, if finally completed, shall provide written notice to RGB of the Gaines Bend POA's acceptance of said roadways into the Gaines Bend roadway system.
- vii. If RGB fails or refuses to perform, or cause to be performed, the work itemized in the Punch List within a reasonable period of time (not to exceed 90 days), then the Gaines Bend POA may perform the work at the cost of RGB, whereupon RGB shall reimburse the Gaines Bend POA for the actual, documented out-of-pocket cost of performing such work within thirty (30) days following RGB's receipt of an itemized invoice for same.

9. **Rawhide Vistas Lots.** Pursuant to the Deed (as defined in the first Recital paragraph above), RGB acquired certain other real property in addition to the Reserve Phase 1 Property, said additional real property being legally described on Exhibit "D" attached hereto (the "*Rawhide Vistas Lots*"). The Parties acknowledge that the Rawhide Vistas Lots are subject to that certain Declaration of Covenants, Conditions, and Restrictions for Block 3, Gaines Bend Subdivision, Rawhide Vistas dated June 13, 2013, recorded under Document No. 2013-00003540 in the Official Public Records of Palo Pinto County, Texas, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Block 3, Gaines Bend Subdivision Rawhide Vistas and Assignment of Declarant Rights dated June 13, 2019, recorded under Document No. 2019-00002700 in the Official Public Records of Palo Pinto County, Texas (collectively and as may be further amended, the "*Rawhide Vistas Declaration*"). Pursuant to the Rawhide Vistas Declaration, the Rawhide Vistas Lots are subject to the Gaines Bend Declaration, in addition to being subject to the terms, provisions, and conditions of the Rawhide Vistas Declaration. The Parties acknowledge and agree that the Rawhide Vistas Lots shall continue to be controlled by the terms, provisions, and conditions of the Gaines Bend Declaration and the Rawhide Vistas Declaration and shall not be made subject to the terms of the Reserve Declaration or this Agreement.

10. **Enforcement.** It is acknowledged and agreed to by the Parties that RGB or the Reserve POA, as applicable, shall be responsible for the collection and enforcement of payment of the Gaines Bend POA Pass-Thru Assessment from the Reserve Lot Owners. Notwithstanding the foregoing, the Gaines Bend POA may enforce payment of the Capitalization Assessments, Annual Assessments, and Special Assessment in accordance with the terms and provisions governing the enforcement of assessments as set forth in the Gaines Bend Declaration. This Agreement shall run with the land and shall be binding on all parties and all persons claiming under them. It is acknowledged and agreed to by the Parties that RGB or the Reserve POA, as applicable, shall be responsible for the collection of the Gaines Bend POA Pass-Thru Assessment from the Reserve Lot Owners.

11. **General Provisions.**

- a. **Future Development of the Reserve Subdivision.** As of the Effective Date of this Agreement, the Reserve Phase 1 Property is the only land subject to the terms and



provisions of this Agreement. In the event additional land or future phases of the Reserve Subdivision are to be developed by RGB, its successors or assigns, then said additional land or future phases may be made subject to the terms and provisions of this Agreement by agreement of the parties hereto as set forth below. Such annexation shall be accomplished by an amendment to this Agreement signed by the parties hereto and recorded in the Official Public Records of Palo Pinto County, which amendment shall legally described the property to be annexed. Any platted single-family residential lots created from such additional land or future phases shall be included within the definition of a "Reserve Lot". The terms of this Section 11.a. shall not, and shall not be implied or construed so as, to impose any obligation on the Gaines Bend POA to subject any additional land to this Agreement.

- b. Attorneys' Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorney's fees incurred in the preparation and prosecution of such action or proceeding.
- c. Partial Invalidity. If any term, covenant or condition of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.
- d. Termination and Amendment. This Agreement may not be terminated, modified or amended, except by an agreement in writing signed by the Gaines Bend POA and RGB and recorded in the real property records of Palo Pinto County, Texas. RGB, on behalf of its self and the Reserve POA or any other future property owner's association for the Reserve Subdivision, agrees not to amend or modify any provision pertaining to or benefitting the Gaines Bend POA in the Reserve Declaration without first obtaining the written consent of the Gaines Bend POA. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any *such* waiver shall be effective only if in writing and signed by the party waiving such conditions and obligations.
- e. Descriptive Headings. The descriptive headings of the several paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- f. Multiple Originals and Counterparts. Numerous copies of this Agreement may be executed by the parties hereto, either together or in counterparts. Each such executed copy or, if signed in counterparts, both such counterparts shall have the full force and effect of an original executed instrument.
- g. Binding Effects. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- h. Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Texas and all obligations hereunder are performable in Palo Pinto County, Texas.
- i. Authority.

- i. RGB hereby represents and warrants to the Gaines Bend POA that RGB is a limited liability company duly organized and validly existing under the laws of the State of Texas. RGB is in good standing in Texas and is authorized to transact business in Texas. RGB has full power and authority to execute and deliver this Agreement and perform all of its obligations under this Agreement. All consents, authorizations and approvals which may be required in order for RGB to enter into this Agreement and perform its obligations hereunder have been obtained. The person executing this Agreement on behalf of RGB has been duly authorized and empowered to bind RGB to this Agreement.
- ii. The Gaines Bend POA hereby represents and warrants to RGB that the Gaines Bend POA is a non-profit corporation duly organized and validly existing under the laws of the State of Texas. The Gaines Bend POA is in good standing in Texas and is authorized to transact business in Texas. The Gaines Bend POA has full power and authority to execute and deliver this Agreement and perform all of its obligations under this Agreement. All consents, authorizations and approvals which may be required in order for the Gaines Bend POA to enter into this Agreement and perform its obligations hereunder have been obtained. The person executing this Agreement on behalf of The Gaines Bend POA has been duly authorized and empowered to bind the Gaines Bend POA to this Agreement.
- j. Recordation. This Agreement shall be recorded in the Official Public Records of Palo Pinto County.

[Signature and Notary Pages Follow]



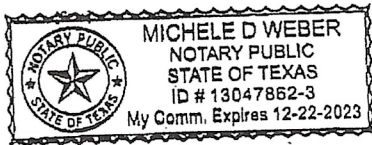
**GAINES BEND POA:**

**THE GAINES BEND PROPERTY OWNERS ASSOCIATION, INC.,**  
a Texas non-profit corporation

By: \_\_\_\_\_  
Name: Richard Laske  
Title: President, GBPOA

STATE OF TEXAS §  
COUNTY OF PALO PINTO §


This instrument was acknowledged before me, the undersigned authority, this 14<sup>th</sup> day of December, 2021, by Richard Laske the Director of the Gaines Bend Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



Michele Weber  
Notary Public ★ State of Texas

RGB:

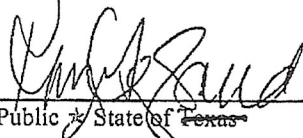
RESERVE AT GAINES BEND, LLC,  
a Texas limited liability company

By:   
Name: Jonathan Snow  
Title: MBL

NC  
STATE OF ~~TEXAS~~ §  
COUNTY OF Cherokee §

This instrument was acknowledged before me, the undersigned authority, this 24<sup>th</sup> day of DEC, 2021, by Jonathan Snow, MBL of Reserve at Gaines Bend, LLC, a Texas limited liability company, on behalf of said limited liability company.

§541  
Karey Gracey Sneed  
Notary Public  
Cherokee County  
North Carolina  
My Commission Expires 1/10/25

  
Notary Public ~~State of Texas~~  
NC



**EXHIBIT A  
RESERVE PHASE 1 PROPERTY**

Lots 32 through 111, THE RESERVE AT GAINES BEND, PHASE I, GAINES BEND SUBDIVISION, a subdivision in Palo Pinto County, Texas, according to the Plat thereof recorded in BOOK 11, Page 52, Slide 1051, Plat Records, Palo Pinto County, Texas;

and

Lots 26 through 31, BLOCK 3, PHASE 1, GAINES BEND SUBDIVISION, a subdivision in Palo Pinto County, Texas, according to the Plat thereof recorded in Volume 11, Page 53, Slide 1052, Plat Records, Palo Pinto County, Texas.

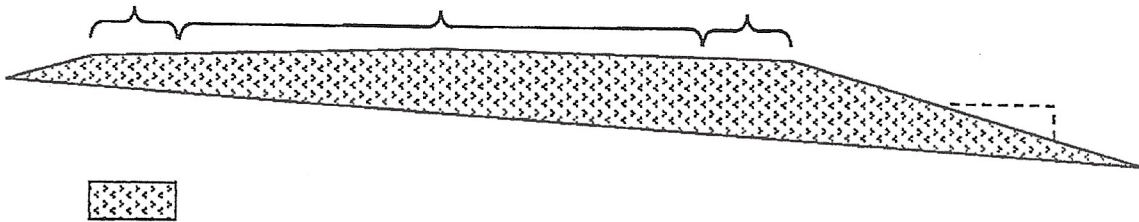
**EXHIBIT B  
GAINES BEND ROADWAY STANDARDS**

Construction and reconstruction of roads in Gaines Bend shall conform to the following standards.

**General:** All materials, placement, compaction, drainage and other features shall comply with the TX Dot Pavement Manual. Trees and other woody growth shall be removed from the right of way.

**Configuration:** Gaines Bend Drive and Lakeshore Loop shall have a paved surface 22 feet wide with one-foot wide unpaved shoulders on each side. Roads providing access to more than ten lots shall be paved 18 feet wide with 2-foot wide unpaved shoulders on each side. Roads providing access to ten or fewer lots shall be paved 12 feet wide with 4-foot wide unpaved shoulders on each side.

**Cross Section:** Roads shall have the following cross-sectional profile. Paved surfaces and shoulders shall be sloped to drain. Outside the shoulders, compacted fill shall be graded to a slope of not steeper than 3:1 (three feet of run to one foot of drop) until it meets undisturbed ground. Transitions from pavement to shoulder and from shoulder to the side slope or undisturbed ground shall be even (no drop).



**Materials:** Fill used to construct the general configuration of the road shall consist of TxDOT standard subbase material compacted to TxDOT standards. Base material shall be 4 inches of crushed rock meeting TxDOT standards and shall be placed and compacted as a base for the pavement and shoulders. Asphaltic pavement shall be a double bituminous surface treatment meeting TxDOT standards and consisting of alternate layers of bituminous binder and crushed stone over a tack coat on the compacted and prepared base. Where existing ground is stable rock or mixed aggregate suitable for all-weather use, shoulders may, with approval of the Gaines Bend POA, consist of a leveling course of base material as needed to assure safe passage of vehicles.

**Drainage:** Construct swales or ditches with adequate slope to direct water to natural drainage courses. Where the road blocks drainage, construct adequately sized galvanized metal or concrete culverts. Culverts shall extend a minimum of two feet past the edge of shoulder. Culverts on Gaines Bend Drive and Lakeshore Loop shall be terminated with a concrete or stone headwall.

**Erosion Control:** All exposed fill and disturbed ground shall be sodded, strip sodded, or hydro mulched to prevent erosion. Alternatively, side slopes may be covered with a 6-inch layer of crushed rock not exceeding 3 inches in size.

**Sinkholes:** Sinkholes shall be avoided if possible. Sinkholes under roads or within 16 feet of road edge shall be plugged with a minimum of 12 inches of concrete and depressions brought up to surrounding grade.



**EXHIBIT C  
EXISTING ROADWAY**

**Description of "Existing Roadway":**

Approximately .5 miles of road 2-way traffic construction running South and North connecting existing Rawhide Ridge road in Rawhide Vista to Mockingbird in the Reserve Phase 1.

**Conditions:**

**Road Shoulders:** Addition of shoulders per Gaines Bend Roadway Standards. 2-foot-wide East and West sides of current 18-foot-wide paved surface.

**Road Side Slope:** Addition of 3:1 side slopes per Gaines Bend Roadway Standards on East and West sides.

**Road Surface:** Repair present damage of road surface (washouts, sinking on edges, drainage and erosion control). In addition to shoulders the following areas require attention. Lot 32 east, Lot 54 west, Lot 33/34 east, Lot 52 west, Lot 53 west culvert both sides, Lot 52 west, Lot 36 east, Lot 49 east, Lot 37/38 west culvert both sides, 38 west, Lot 42 culvert both sides, Lot 47 west and Lot 42 west.

**Timeframe:** Upgrades to take place immediately following installation completion of underground electrical service and water service. Road work to be completed in a reasonable time not to exceed 90 days.

**Signage by GBPOA:**

**Signage:** Speed limit and Safety signage will be installed by GBPOA following completion and acceptance of repairs.

**EXHIBIT D  
RAWHIDE VISTAS LOTS**

Lots 6, 7, 8, 9, 17, 18, 19, 20, 21, 22, 24 and 25, BLOCK 3, PHASE I, GAINES BEND SUBDIVISION, a subdivision in Palo Pinto County, Texas, according to the Plat recorded in Volume 9, Page 169, Slide 735, Plat Records, Palo Pinto County, Texas.

Lot 15, BLOCK 3, PHASE II, GAINES BEND SUBDIVISION, a subdivision in Palo Pinto County, Texas, according to the Plat recorded in Volume 10, Page 29, Slide 829, Plat Records, Palo Pinto County, Texas.

Lots 2, 3, 4, 5, 10 and 11, BLOCK 3, PHASE III, GAINES BEND SUBDIVISION, a subdivision in Palo Pinto County, Texas, according to the Plat thereof recorded in Volume 10, Page 147, Slide 947, Plat Records, Palo Pinto County, Texas.



CERTIFIED FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Janette Green*

Janette K. Green Palo Pinto County Clerk  
Palo Pinto County, TX  
01/06/2022 01:18 PM  
Fee: \$94.00

2022-00000106 AG  
B: OR V: 2421 P: 848

