

**-PRIVATE ROAD MAINTENANCE AGREEMENT**

**Date:** August 15, 2024

**Property Owner A:** BRYANT CONSULTING & DEVELOPMENT, LLC, a Texas Limited Liability Company

**Mailing Address:** 2931 Ridge Road, Ste 101  
Rockwall, TX 75032  
Rockwall County

**Property:** All those certain lots, tracts, or parcels of land, being LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26 of POST OAK LAKES SUBDIVISION, PHASE 2, as shown on the plat thereof recorded in Volume 11, Pages 37-38 of the Plat Records of Wood County, Texas.

**Property Owner B:** Melchor Leonito Jimenez Catarroja, Maribel Beltran Catarroja

**Mailing Address:** 10425 Canyon Lake View  
Mckinney, Tx 75072

**Property:** All of that certain lot, tract, or parcel of land, being Lot 10 of POST OAK LAKES SUBDIVISION, PHASE 2, as shown on the plat thereof recorded in Volume 11, Pages 37-38 of the Plat Records of Wood County, Texas

**Property Owner C:** David Joseph Bruce and Nadia Marie Bruce

**Mailing Address:** 485 Town Creek Road  
Benton, Tn 37307

**Property:** All that certain lot, tract, or parcel of land, being Lot 27 of POST OAK LAKES SUBDIVISION, PHASE 2, as shown on the plat thereof recorded in Volume 11, Pages 37-38 of the Plat Records of Wood County, Texas

**Description of Roadways:**

Private Road 5911, Private Road 5913, and Private Road 5914, Wood County, Texas  
As shown on attached Map 1.

The Parties, whose properties are benefited or burdened by the Roadways described above, agree to the following:

1. Property Owner A will pay all expenses of maintenance, repair, and restoration of the Roadways covered by this Agreement, until such time as 15 of the 19 lots in Phase 2 have sold; then, thereafter, all the Owners will share proportionately (see Table 1) in the expenses for normal maintenance and repair of the Roadways.

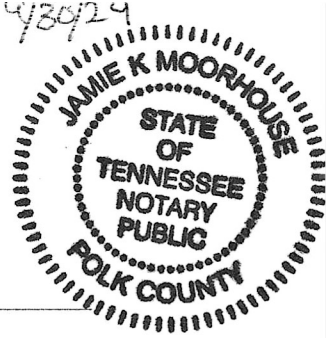
2. Property Owner A controls the voting rights of the unsold lots. Owner A will deposit a sum of \$5,000 into an escrow account at Rains County Abstract, Emory, Texas. The purpose of the escrow account is to fund any Owners shares where Owners have refused to pay their proportionate share.
3. The Roadways will be maintained in good, passable condition under all traffic and weather conditions, and in a condition no less than equal to its condition at the time of execution of this Agreement. Maintenance and repair will include snow plowing and drainage facilities as well as surface work.
4. It is agreed that the Owners of Phase 2 lots benefit from the use of that portion of PR 5911 that traverses Phase 1. It is also agreed that the Owners of Phase 2 lots will, collectively, be burdened with 50% of any road maintenance and repair costs of that portion of PR 5911 that traverses Phase 1.
5. No expense shall be incurred by any Owner without the consent of the Owners. Any Owner may at any time raise a Consent to Repair (CTR). The CTR will describe the Work to be done and name a CTR Agent. The CTR Agent will gather no less than two (2) fixed and firm cost estimates (Quotes) from reputable contractors to complete the Work and present same to the Owner that raised the original CTR.
6. The CTR, along with the named CTR Agent and the better of the two (2) quotes, with costs distributed as per Table 1, is then put to the Owners for their consent by means of a simple majority vote. For the purpose of reaching Consensus, each lot has one (1) vote.
7. Owners will have thirty (30) days from the date of the vote to pay their proportionate share of the road maintenance/repair costs. The Agent will collect each Owner's share of the cost of the Work prior to commencing the Work.
8. Owners who refuse to contribute their proportionate share as per the Approved CTR, will have liens attached to their property in the amount of the unpaid share plus 10%. The net proceeds from a subsequently satisfied lien will be deposited into the escrow account.
9. If, after 15 of 19 Lots have been sold, a Party/Owner damages or disturbs the surfaces of the roadways (other than normal automobile and service ingress and egress), that Party/Owner is responsible for immediately restoring the road surface to as nearly as possible the condition in which it existed before being disturbed.
10. This Agreement runs with the properties described above and is appurtenant to the land.
11. This Agreement is made by and between Parties/Property Owners who own property benefited/burdened by the Roadways. The property for Property Owner A, Property Owner B, and Property Owner C are described above. All such Parties/Property Owners shall have the right of access over the Roadways. All property accessed over the Roadways is deemed benefited thereby.
12. Attorney's Fees. If any Party/Property Owner retains an attorney to enforce this Agreement, the Party/Property Owner prevailing in litigation is entitled to recover reasonable attorney's fees, other fees, and court and other costs.
13. Binding Effect. This Agreement binds and inures to the benefit of the Parties/Property Owners and their respective heirs, successors, and permits assigns.
14. Choice of Law. This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.
15. Waiver of Default. It is not a waiver of or consent to default if the non-defaulting Party/Property Owner fails to declare immediately default or delays in taking any action.

Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

16. Further Assurances. Each signatory Party/Property Owner agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.
17. Integration. This Agreement contains the complete agreement of the Parties/Property Owners and cannot be varied except by written agreement of the Parties/Property Owners. The Parties/Property Owners agree that there are no oral agreements, Representatives, or warranties that are not expressly set forth in this Agreement.
18. Legal Constructions. If any provision of this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties/Property Owners, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties/Property Owners by reason of authorship or origin of language.
19. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (where actually received or not) when deposited with the United State Postal, Service, postage prepaid, certified mail, return receipt requested, and addressed to the recipient at the address shown in this Agreement. Notice may also be given by regular mail, email, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
20. Time. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturday, Sunday, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holidays, the date for performance will be the next following regular business day.
21. Rights Reserved. Each Party/Property Owner reserves for the Party/Property Owner and that Party's/Property Owner's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Properties for all purposes that do not unreasonably interfere with or interrupt use or enjoyment of the Roadways.
22. Equitable Rights of Enforcement. These Roadways may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties/Property Owner's to or those benefited by this Agreement, provided, however, that the act of obtaining an injunction and restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

Jamie K Moorhouse 4/30/24

Exp 5-10-2028



BRYANT CONSULTING &  
DEVELOPMENT, LLC, a Texas Limited  
Liability Company

By: K.D. Bryant  
KENNETH BRYANT, Managing Member

MELCHOR CATARROJA

MARIBEL CATARROJA

By: Nhi Bryant

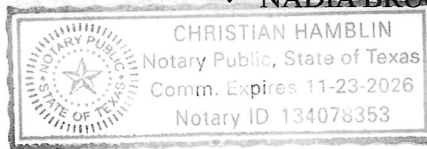
NHI BRYANT, Managing Member

✓ DAVID BRUCE David Bruce

✓ NADIA BRUCE Nadia Bruce

09/23/2024

STATE OF TEXAS, )  
COUNTY OF Rains )

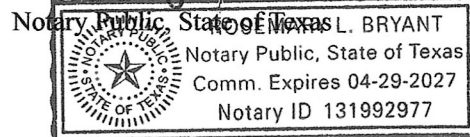


BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared KENNETH BRYANT, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BRYANT CONSULTING & DEVELOPMENT, LLC, a Texas Limited Liability Company, and that he executed the same as the act of such limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office his 23 day of August, 2024.

Rosemary L. Bryant

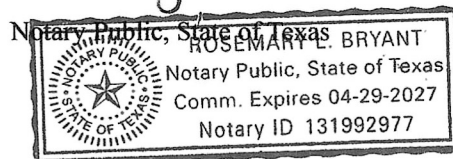
STATE OF TEXAS, )  
COUNTY OF Rains )



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared NHI NGUYEN BRYANT, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BRYANT CONSULTING & DEVELOPMENT, LLC, a Texas Limited Liability Company, and that she executed the same as the act of such limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office his 23 day of August, 2024.

Rosemary L. Bryant



**TABLE 1**

	<b>Road Usage Distance - FT</b>	<b>Road Maint Cost Alloc</b>
Lot 10	971.0	4.9%
Lot 11	1,313.5	6.6%
Lot 12	2,030.5	10.3%
Lot 13	1,034.3	5.2%
Lot 14	679.4	3.4%
Lot 15	370.3	1.9%
Lot 16	123.6	0.6%
Lot 17	115.5	0.6%
Lot 18	343.2	1.7%
Lot 19	568.0	2.9%
Lot 20	811.3	4.1%
Lot 21	1,072.6	5.4%
Lot 22	2,030.5	10.3%
Lot 23	1,313.5	6.6%
Lot 24	1,644.1	8.3%
Lot 25	1,332.0	6.7%
Lot 26	1,523.3	7.7%
Lot 27	1,523.3	7.7%
Lot 28	992.6	5.0%
<b>TOTAL</b>	<b>19,792.6</b>	<b>100.0%</b>

# MAP 1



BRYANT CONSULTING & DEVELOPMENT LLC  
August 01, 2024

## POST OAK LAKES SUBDIVISION Phase 1 and Phase 2

0 70 140 280 420 560  
Feet

### THE STATE OF TEXAS COUNTY OF WOOD

I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the OPR Records of Wood County, Texas.

2024-00008500 vickyr  
10/23/2024 10:49 AM



*Kelley Price*

Kelley Price, County Clerk  
Wood County, Texas