

PRIVATE ROAD MAINTENANCE AGREEMENT

SADDLEBACK DRIVE

Austin County, Texas

This Private Road Maintenance Agreement (hereinafter, "Agreement") is made and entered into as of this ____ day of _____, **2024**, by and among the Saddleback Property Owners Association (SPOA), a homeowners' association established for the mutual benefit of all property owners in the subdivision (hereinafter, the "Association") and the undersigned property owners (hereinafter, the "Members") whose properties are accessed by Saddleback Drive in Austin County, Texas (hereinafter, the "Road").

RECITALS

WHEREAS, the Road is privately owned by the Saddleback Property Owners Association and provides access to the Members' respective properties; and

WHEREAS, the Road was constructed to Austin County road specifications, potentially allowing for the future possibility that it may be accepted for maintenance by Austin County. However, no guarantees or promises are made by the seller or the Association that the Road will be accepted for public maintenance by Austin County; and

WHEREAS, the Association is responsible for establishing and enforcing a maintenance arrangement for the upkeep, repair, and improvement of the Road to benefit all properties accessed by it; and

WHEREAS, the Members, as part of the Association, agree to contribute to and comply with this Agreement regarding the maintenance and management of the Road.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1. Ownership and Maintenance Responsibilities

1.1. Ownership

The Road is solely owned by the Saddleback Property Owners Association (SPOA). Each Member has a vested interest in the Association but holds no individual ownership interest in the Road itself.

1.2. Scope of Maintenance

Maintenance shall include, but is not limited to, grading, drainage repair, gravel application, pothole repair, and vegetation control along the sides of the Road to ensure safe and accessible passage for vehicles.

1.3. Routine Maintenance

The Association shall schedule routine maintenance at least [frequency, e.g., annually] or as

necessary to maintain safe conditions. The contractor which built it estimated the road's lifetime to be 10-15 years.

1.4. Emergency Repairs

In the case of emergency repairs, defined as those required to ensure accessibility or to address safety hazards, the Association has the authority to initiate repairs immediately. Costs shall be allocated as described in Section 2.

1.5. Future County Maintenance Possibility

While the Road was constructed to Austin County specifications, there is no guarantee by the seller or the Association that the Road will be accepted by Austin County for public maintenance in the future. The Association and its Members shall continue to maintain the Road in accordance with this Agreement unless and until Austin County formally assumes responsibility.

2. Cost Sharing and Assessments

2.1. Cost Allocation

All costs associated with routine maintenance, repairs, and improvements shall be shared among the Members, with each Member contributing an equal share as outlined in the POA documents.

2.2. Annual Budget and Assessment

The Association will prepare an estimated annual budget for the Road's maintenance. The budget will be approved by a majority of the Members at the Association's annual meeting, after which each Member will be assessed a pro-rata share of the approved budget. Members shall pay within thirty (30) days of receiving an invoice.

2.3. Payment and Delinquency

Any assessment not paid within thirty (30) days shall be considered delinquent, and interest may accrue at the rate of 1% per month on overdue amounts. The Association may take action to collect unpaid amounts, including placing a lien on the delinquent Member's property, as permitted by Texas law.

3. Decision-Making Process

3.1. Voting Requirements

Decisions regarding substantial repairs or improvements (exceeding \$ _____ in cost) shall require a majority vote of the Members at a meeting of the Association. Each Member shall have one vote per property.

3.2. Meeting Requirements

Meetings to discuss maintenance, budgeting, or related matters may be called by the Association board upon at least fourteen (14) days' notice to all Members.

4. Insurance and Liability

4.1. Liability Waiver

Each Member waives and releases any claims for liability against the Association and other Members related to the use of the Road, except in cases of willful misconduct or gross negligence.

4.2. Insurance

The Association shall maintain liability insurance for the Road. Premium costs will be included in the annual budget and shared as outlined in Section 2.

5. Access Rights

5.1. Grant of Access Rights

The Association grants each Member a non-exclusive right of access over the Road for ingress and egress to their respective properties. This right of access shall continue as long as the Member remains in compliance with this Agreement.

6. Binding Effect and Successors

6.1. Binding on Successors

This Agreement shall be binding upon and inure to the benefit of the Association, the Members, and their respective heirs, successors, and assigns. Upon sale or transfer of any property served by the Road, the new property owner shall be bound by this Agreement and the Association's rules and assessments.

7. Amendments

7.1. Modification

This Agreement may be amended only by a written document signed by a majority of the Members or as agreed upon in advance by the Association's bylaws.

8. Miscellaneous Provisions

8.1. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.2. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

8.3. Entire Agreement

This Agreement constitutes the entire understanding among the Association and the Members and supersedes all prior or contemporaneous agreements regarding the subject matter hereof.

SIGNATURES

IN WITNESS WHEREOF, the undersigned Members and the Association, represented by its authorized officer, have executed this Private Road Maintenance Agreement as of the date first above written.

Property Owners Names

Property Address

Signatures

Association Officer Name: __Todd Hayes_____

Title: __Managing Agent_____

Signature: _____

Date: _____