

**Common Driveway  
Agreement**

Whereas, Thomas B. Ewbank, is the owner ("Declarant") of Tracts 3, 3A, 4, 4A, 5, and 6 (the "2828 Tracts") out of Las Haciendas de Rancho Amistoso, as shown on Exhibits "B-1" through "B-6" attached hereto; and

Whereas, Declarant desires to provide a safe entrance to each of the 2828 Tracts from Ranch Road 2828, and to comply with the requirements for driveway entrances from Ranch Road 2828 as established by the Texas Department of Transportation; due to limited site distances, curvature and elevation changes; and

Whereas, Declarant desires to create, establish and maintain a landscaped, fenced, gated and safe entrance to each of the 2828 Tracts; now

Therefore, Declarant establishes a "Common Driveway" as described on Exhibit "A" attached hereto.

1. The Common Driveway shall be for the non-exclusive benefit and use of each of the 2828 Tract Owners.
2. Each of the 2828 Tract Owners grant to the other 2828 Tract Owners the non-exclusive right to use any portion of each 2828 Tract as is contained within the Common Driveway.
3. For the purposes of this Agreement, any capitalized term not defined herein shall have the meaning setforth in the Declarations of Las Haciendas de Rancho Amistoso recorded in the Real Property Records of Bandera County, Texas.
4. Declarant and the 2828 Owners designate the Committee to manage each of said Owner's responsibilities to the other Owners, and agree that the Committee shall have the right to enforce each of said Owner's obligations and charges contained in this Agreement.
5. Each of the 2828 Tract Owners shall be responsible for twenty-five percent (25%) of the costs of repairing, maintaining, or replacing the White Board Fences within the Common Driveway, as well as the gates, driveway and culverts. Each of the 2828 Tract Owners will contribute \$100.00 monthly to the Committee to provide a fund for the fulfillment of each such Owner's responsibilities in this paragraph. The Committee shall report annually to the 2828 Tract Owners the expenditures made under this paragraph. If necessary, the Committee shall have the right to access the 2828 Tract Owners for any additional funds necessary to meet the Owners' requirements in this paragraph. Such assessments shall be due thirty (30) days after billing.
6. In exchange for the non-exclusive right to the Common Driveway granted to the Owner of Tracts 3 and 3A, said Owner hereby grants to the Tract 5 Owner the non-exclusive right to use Tract 3A, and agrees not to fence, improve, clear, cut, trim, or in any manner remove the trees and vegetation from said Tract 3A.
7. In exchange for the non-exclusive right to the Common Driveway granted to the Owner of tracts 4 and 4A, said Owner grants to the Tract 6 Owner the non-

- exclusive right to use Tract 4A, and agrees not to fence, improve, clear, cut, trim, or in any manner remove the trees and vegetation from said Tract 4A.
- The provisions hereof are to run with the land described on Exhibits "B-1" through "B-6" hereof; subject, however, to modification, amendment or termination with the recording of an instrument signed by ALL of the 2828 Tract Owners.

Executed this the 31st day of October, 2007.

Declarant:

By: Thomas B. Ewbank  
Thomas B. Ewbank

State of Texas

County of Dallas

This instrument was acknowledged before me on this the 31st day of October, 2007, by Thomas B. Ewbank.

B. Joan Windham  
Notary Public  
State of Texas

After Recording, Return To:

~~April Robin, Inc.  
PO Box 704  
Bandera, TX 78033~~

