

Restrictions, Covenants and Reservations of
Leakey Heights

Scott and Carrie Chisum, being the developers and sole owners of all the land shown and described in Exhibit A attached hereto (herein sometimes called "Developer"), propose to be developed as "Leakey Heights" subdivision in the City of Leakey, Real County, Texas (herein sometimes called "subdivision"), do hereby impose the following restrictions, covenants, and reservations for Leakey Heights as hereinafter set forth, which restrictions shall be binding upon the purchaser or purchasers of the lots of said subdivision, and their heirs, successors, assigns, and administrators, to-wit:

1. All lots shall be known and used exclusively for residential purposes. Only one (1) permanent primary residence shall be allowed on each tract.
2. Surface Estate Only. No minerals conveyed. Mineral exploration of any type, which would damage the surface, shall not be permitted on any tract.
3. Water shall be for domestic use, livestock, and wildlife. No commercial underground development of water resources shall be permitted on any tract.
4. The City of Leakey will provide water service to each tract in accordance with the agreement between the developer and the City found in the Real County Records. No private water wells may be drilled.
5. No tract shall be subdivided.
6. Sewage shall be disposed of by the public sewer system to the extent possible, when available, and in accordance with the law.
7. None of the tracts in the subdivision or improvements erected thereon, shall be used for any commercial purpose, except that private residences may be rented or leased to single families from time to time as the Owner of the tract may determine, and professional services of a purely personal nature may be rendered which does not attribute to the property any appearance of any commercial use thereof.
8. A "bed and breakfast", or any type of tourist lodging service within the rooms of the principal residence or in a separate guesthouse situated on the tract shall not be permitted.
9. A Primary single-family single-story house containing no less than 1,400 square feet of combined living area, exclusive of garages, carports, porches, breezeways, or basements may be erected on any tract. The minimum square feet of living area shall be that area which is heated and cooled.

10. Multiple story homes must contain not less than 1,800 square feet of combined living area, with the ground floor being larger than the second and/or subsequent stories.
11. One (1) permanent secondary residence (guest house) is permitted on each lot. A guest house shall have no required minimum square footage, however, a guest house can only be constructed after or concurrent with the construction of the primary residence structure. In the event of common ownership of more than one lot and the construction of the Primary residence on more than one lot, the combined area owned shall be considered as one lot for these purposes.
12. A dwelling house shall not be moved onto any tract. Any dwelling house shall be constructed and erected on site. Mobile, modular, manufactured homes, recreational vehicles, or "park-model" homes shall not be used as a dwelling, whether temporarily or permanently, nor stored on any tract, except that recreational vehicles may be stored in an enclosed garage hidden from view. For purposes of this paragraph, the term dwelling house shall include guest houses.
13. All construction shall be new construction using new materials.
14. No residence or outbuilding shall be located nearer than ten (10) feet from the front, side, or back lot line of any lot. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot for these purposes.
15. No sign shall be erected, placed or permitted to remain on any residential lot, except a standard real estate sign not to exceed twenty-four (24) inches by twenty-four (24) inches.
16. No swine are permitted on any tract in the subdivision except as projects for youths, 18 years and younger, for 4-H and FFA. These animals are to be fed in confinement until the date of their respective competitions only. Other livestock, family pets and poultry for family use by an owner shall be permitted provided they are not offensive or a nuisance. No commercial breeding of animals shall be permitted on any tract. Agricultural animals used for 4-H and FFA projects simultaneously with their young shall not be considered commercial breeding of animals.
17. No inoperative "junk" vehicles or inoperative equipment, including but not limited to motorcycles, all-terrain vehicles, go-carts, and boats shall be permitted to remain on any tract for longer than sixty (60) days after the vehicle becomes inoperative.
18. No trash, garbage, refuse, used lumber, or unsightly items may be maintained, kept, thrown, dumped, or otherwise disposed of on any tract. Any trash left on the road for pick-up shall be contained in a cart or can with a lid.
19. No modification of the existing topography of a tract (whether by fill, placement of improvements, grading, beams, or other method or means) shall be permitted that

would result in the ponding or accumulation of surface water along any street or across any adjoining tract, inside or outside the subdivision.

20. Buyers shall construct their own access driveways and install their own culverts when needed, at their own expense.
21. Buyer hereby authorizes Developer and/or Assigns to improve and maintain the Leahey Heights' roads, and maintain the entrance and to charge each property owner a fee of \$200.00 per tract per year. Such charge shall not be assessed against the Developer. It is understood and agreed that if not paid within 60 days from billing date, this maintenance charge shall become a lien on the conveyed tract, permitting Seller and/or Assigns such rights to enforce said liens as outlined in the Texas Property Code.
22. That at such time as Developer may determine at their sole discretion, the Developer shall have the authority but not the obligation to notify each tract owner of the time, date, and place of a meeting of all tract owners to be held for the purpose of organizing a Property Owners' Association. A majority of the votes of the tract owners in attendance at such meeting or by written proxy shall be sufficient to transact business at such meeting. Each tract owner, including Developer, attending or represented by written proxy at such meetings shall have one vote for each tract owned on all business to come before the meeting. Upon the creation of such organization, as a nonprofit corporation or otherwise, Developer shall transfer and assign the association the current balance of the road and main entrance Common Area maintenance fee, if any. Thereafter, such association shall have the power, authority, and obligation to maintain the roadways and main entrance of the development and collect maintenance assessments. All such assessments upon any tract in the development shall become the personal obligation of the owners of such tract and such association is hereby granted lien upon each lot to secure payments of such assessments, permitting said association to enforce such liens as may be set forth in the Texas Property code.
23. All owners shall share a common interest in the Common Area, which will be conveyed by Deed from the Developer to the Association.
24. Owners shall assume all risks in the Common Area and the Developer shall never be held liable for any damages that might occur to any property or person utilizing the Common Area.
25. Any owner of any lot may enforce these covenants and restrictions by any preceding of law or in equity against any person or persons violating or attempting to violate them, whether the relief is sought by way of an injunction or by recovery of damages, and the failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Developer shall have

the right, not the obligation to enforce these covenants and restrictions in accordance with the provisions set forth herein.

Dated this 8 day of APRIL, 2025.

Scott Chisum

Scott Chisum, Owner/Developer

Carrie Chisum

Carrie Chisum, Owner/Developer

Notary The State of Texas
County of Real

This instrument was acknowledged before me this 8 day of APRIL, 2025,
by Scott Chisum and Carrie Chisum.



R. T. Spacher III

Notary Public, State of Texas

D'Ann Green
COUNTY CLERK



P.O. Box 750
Leakey, TX 78873
PHONE (830) 232-5202

DO NOT DESTROY

WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 00000022009
FILED FOR RECORD ON : 4/8/25 11:00 AM
SUBMITTER: CARRIE AND SCOTT CHISUM
RETURN TO:

Book: 0107 Page: 5833
of Pages: 5

CARRIE AND SCOTT CHISUM
PICK UP

I hereby certify that this instrument was FILED in file number Sequence
on the date and at the time stamped here on by me and was duly
RECORDED in the Official Public Records of Real County, TX.

D'Ann Green
County Clerk, Real County, Texas

BY:

Gonda Boche

Deputy

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW**