

LEAKEY HILLS RANCH  
ENERGY/LAND INC.  
P.O. Box 1589  
KERRVILLE, TEXAS 78028

RESTRICTIONS AND COVENANTS

In order to carry out a general plan of development and preserve the character and natural beauty of this land, this agreement is subject to the covenants hereby made by Sellers, and made and accepted subject to the restrictions and conditions upon the premises hereby contracted for as follows, to-wit:

- 1) That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him until January 1, 1994, at which time said covenants shall be automatically extended, for successive periods of ten years, unless a vote of the then owners of the majority of the land in this ranch, it is agreed to change said covenants in whole or in part.
- 2) That the above said property herein shall not be used for commercial hunting, nor business purposes of any character nor have any commercial or manufacturing purpose.
- 3) That no automobile, truck, trailer, or other vehicle shall be abandoned on this property nor shall there be any dumping or placing of unsightly objects of any kind on the property.
- 4) A property owners association shall be formed in the manner hereinafter set forth.
- 5) That any sewerage disposal system constructed shall be built in full compliance with regulations and specifications of governmental units having jurisdiction in such matters.
- 6) That no disposal of any kind shall be allowed that would pollute any stream or body of water or which would be unsightly, offensive, or otherwise adversely affect the natural beauty and value of the property.
- 7) That no swine shall be allowed.
- 8) Since public road maintenance in this development is of importance to all property owners, PURCHASER hereby authorizes SELLER to maintain such roads for the common good and to charge each property owner a fee of \$2.00 per acre per year. Such charge shall not be more than \$75.00 per tract per year and only for such a period of time until roads are accepted for maintenance by the County. Such charge shall be made by direct billing to the property owner or PURCHASER hereby authorizes SELLER, at his option, to deduct such charge from payments made by PURCHASER, and any such charge so deducted shall not be credited to the payment on the balance due on the purchase price, principal or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a bona fide lien against the above described tract.