

RESTRICTIVE AND PROTECTIVE COVENANTS FOR  
EDGEWATER HICKSTON, GONZALES COUNTY, TEXAS

THE STATE OF TEXAS,

COUNTY OF GONZALES.

KNOW ALL MEN BY THESE PRESENTS, that Edgewater Ranch and Realty, LLC., a Texas Limited Liability Corporation, acting herein by and through its Managing Member, William A. Tinker, the owner of that certain tract or parcel of land containing 19.79 acres, a part of the Henry Bymer 1/3 League, Abstract No. 105, Gonzales County, Texas, which has been heretofore platted and subdivided into that certain subdivision known as Edgewater Hickston, and does, for the protection and benefit of all owners of any lots in said subdivision, hereby impress each and all of the lots in said subdivision with the following restrictive covenants running with the land governing the use, occupancy, enjoyment, and sale of any and all such lots:

1. The property shall be used solely for private single family residential purposes. No professional business or commercial activity shall be conducted upon the property except an owner may conduct business activities within a residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, (ii) the business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of the neighboring properties.
2. No further subdividing of the lots shall be allowed or permitted.
3. No single wide mobile homes will be allowed on the property, no double wide mobile homes of less than 1,200 square feet or year 2019 or older shall be located on the property.
4. Each residence constructed on the property shall contain no less than 1,000 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports.
5. Any residence and/or other permanent structures constructed are to be completed within one (1) year from the commencement of construction. Temporary facilities such as travel trailers or motor homes may be utilized during the construction period. However, in no event shall any such temporary facility be allowed to remain on the property longer than one year. This one (1) year period shall be cumulative in nature. Following the completion of construction all temporary facilities such as travel trailers and motorhomes may be stored upon the property so long as they are not used as a residence and are stored in a detached garage or a similar structure of good construction.
6. Outbuildings used in conjunction with residential use of the property are permitted. All outbuildings including detached garages, workshops, and barns must be of good construction, kept in good repair, and not used for residential purposes.
7. No structure shall be erected on the property closer than fifty feet (50') from any neighboring property line unless two (2) or more adjoining properties are owned by the same individual or entity.
8. The owner of the property shall be responsible for the maintenance and painting of all improvements located on the property. No refuse pile, unused or abandoned motor vehicles, trailers, or other unsightly objects shall be allowed to remain anywhere on the property.

9. No commercial signage advertising the name of a commercial enterprise shall be located on the property. In the event of the sale of the property, one (1) for sale sign, said sign being no more than six (6) square feet in size, may be located on the property.
10. No obnoxious or offensive activity shall be allowed or carried on, upon or from the property, nor shall any activity be allowed or conducted upon the property that would be a nuisance to any of the other property owners or adjoining lands.
11. No commercial raising of livestock of any type is allowed and no commercial feedlot type operations, commercial swine operations, or commercial poultry operations shall be permitted on the premises. Chickens, ducks, geese, or other poultry shall be allowed if contained within a pen and do not become an annoyance to neighbors. Animals used for non-commercial special projects, for example, children's participation in FFA, 4-H, County Fair or other special projects emphasizing education and individual responsibility with animals including poultry and swine are permitted only if used in a child's or student's education related projects.
12. No one may use, generate, manufacture, produce, store, release, discharge, or dispose of, on, under, or about the property, or transport to or from the property any hazardous substance (as defined by state or federal law) or allow any other person or entity to do so.
13. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of Gonzales County, Texas and shall comply with all state and county laws and regulations. Approval of the system as installed shall be obtained from the proper authority.
14. No structure in this subdivision shall be occupied until connected to both an individual water system and an on-site wastewater system that has been approved and permitted by the Gonzales County inspector.
15. Lots 1, 2, 3, and 7 will have restricted access, only permitted access will be from private roads, no direct access to be permitted from FM 2814.
16. The Edgewater Hickston HOA shall be responsible for maintaining the sixty foot (60') roadway easements within the subdivision, including any taxes levied against the roadways. Both roadways are designated as Fire Lanes. Vehicles may not ever be parked in the Fire Lanes to assure unlimited access to all fire and emergency vehicles and personnel.
17. Owners of property within this subdivision shall look solely to the property owners association for future maintenance and repair of the private roadways. Gonzales County is in no way responsible for the repair or maintenance of these roadways.
18. The foregoing restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twelve (12) years from the date of recording, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the landowners shall vote to terminate the provision herein.

Witness my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Edgewater Ranch and Realty, LLC  
A Texas Limited Liability Corporation

BY \_\_\_\_\_  
William A. Tinker  
Managing Member

STATE OF TEXAS

COUNTY OF GONZALES

Before me, the undersigned authority, on this day personally appeared WILLIAM A. TINKER, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public State of Texas