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Lona Rokman, County Clerk - Gonzales County, Texas



## Private Land Use Restrictions for Thompsonville Oaks Phase I

Date: January 16, 2026

Declarant: River Land Holdings, LLC  
P.O. Box 147  
Shiner, Texas 77984



Subdivision: Thompsonville Oaks Phase I, a subdivision in Gonzales County, Texas, as shown by plat in Slide 179-A of the Map or Plat Records, Gonzales County, Texas.

### RECITALS:

A. The Declarant owns fee simple title to the land in the Subdivision and has subdivided the land into 49 lots, with streets and easements as desired by Declarant and/or required by the governmental entity with jurisdiction to regulate the Subdivision.

B. Declarant desires to carry out and maintain a uniform plan for the use and improvement of the Subdivision, and Declarant has therefore created the covenants, conditions and restrictions, whether mandatory, prohibitive, permissive, or administrative (collectively called the “**Restrictions**”) to run with the land making up the Subdivision and to regulate the appearance and use of lots and the improvements placed on the lots.

C. The Restrictions are entitled to run with the land because: (i) the Restrictions touch and concern the land by, among other things, benefitting and controlling the use of the land; (ii) privity of estate exists among all of the land in the Subdivision by reason of the Declarant holding legal and equitable title to the land out of which all of the land will be conveyed subject to the Restrictions; (iii) notice is given of the Restrictions contained herein when this instrument is filed in the Official Real Property Records in Gonzales County, Texas in which the Subdivision land is situated; and (iv) the Restrictions are reasonable in light of their purpose being for the common benefit of all of the land in the Subdivision, in order to reduce uncertainty in living conditions and to encourage investment in the Subdivision.

D. The Restrictions run with the land and are binding upon the inure to the benefit of the Declarant, the Declarant’s successors and assigns; further, each person or entity, by acceptance of title, legal or equitable, to any portion of land out of the Subdivision, must abide by and perform the Restrictions and the other terms hereof. In the event of the failure of any contract and/or deed to any portion of land out of the Subdivision to refer to this instrument, the Restrictions and other terms of this instrument will nevertheless be considered a part thereof, and any conveyance of such

land must be construed to be subject to the Restrictions and other terms hereof. It is understood and agreed that these Restrictions relate to and affect only the Subdivision land described above and no other land, and that the only Restrictions are those expressed in this instrument, and no restrictive covenants are to be implied.

#### ARTICLE 1. DEFINED TERMS

Capitalized terms used in these Restrictions have the meaning ascribed to them where they first appear in bold print. All other terms used in these Restrictions have their natural, commonly accepted definitions.

1.1 **Declarant**. All references in these Restrictions to Declarant means River Land Holdings, LLC, a Texas limited liability company, and its successors and assigns; provide, that any assignment of the rights of Declarant hereunder must be expressly set forth in writing and recorded in the Official Public Records of Gonzales County, Texas.

1.2 **Lot**. All references in these Restrictions to a Lot means a platted lot in the Subdivision.

1.3 **Street or Streets**. All references in these Restrictions to a Street includes any vehicular passageway shown as a thoroughfare or access easement on the recorded plat of the Subdivision.

1.4 **Subdivision**. All references in these Restrictions to Subdivision means the 98.139 acre tract platted as Thompsonville Oaks Phase I, recorded in Slide 179-A, Map or Plat Records of Gonzales County, Texas.

1.5 **Owner**. Owner means and refers to each person who holds record title to a Lot, including Declarant; however, a person who holds title merely as security for the performance of an obligation (such as a lender holding a mortgage or similar security instrument) is not considered an "Owner".

1.6 **Resident**. Resident means an occupant of a dwelling on a Lot, regardless of whether the person owns the Lot.

#### ARTICLE 2. ESTATES AND EASEMENTS

2.1 **Estate**. Each Lot will be conveyed as a separately designated and legally described freehold estate according to the Subdivision plat, subject to these Restrictions, but without the necessity of specifically referring to same.

2.2 **Easements**. All Lots are subject to certain easements over and across portions of each Lot, as shown by the Subdivision plat. The easements are deemed appropriate or necessary for the purpose of installing, using and maintaining public utilities and/or equipment necessary for the performance of any public or quasi-public utility service or function. The easements include the right of access for the purpose of further construction and maintenance. The right of access includes the right, without liability on the part of the owners or operators of such utilities, to remove any obstructions on said easements as in its opinion may interfere with installation or operations. The easements are for the general benefit of the Subdivision and the Owners and are reserved and created in favor of all utility companies serving the Subdivision. Nothing set out above prohibits the use of the easements or rights-of-way by abutting owners for the construction of fences, walks or drives, provided no permanent structures are constructed in it and provided no damages accrue to the Owner, or any utility company because of the removal and non-replacement of all or any portion of such improvements for the purpose of operating utilities in such easements.

### ARTICLE 3. USE REGULATIONS

3.1 **Activity**. Except as provided herein, no commercial activity may be carried on upon any Lot, nor may anything be done thereon which may create environmental contamination or which may be or become an annoyance, nuisance, or environmental hazard to other Owners in the Subdivision. Only commercial vehicles with a GVWR weight rating of 12,000 pounds or less are allowed within the Subdivision; provided, however if any Owner or Resident uses a commercial vehicle for their primary income, then a maximum of 2 commercial vehicles will be allowed per Lot. Residents may not conduct any business, trade, manufacturing, commercial or similar activity, apparent or detectable by sight, sound or smell from outside a Lot. Business activity must be consistent with the residential and agricultural character of the Subdivision and not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents within the Subdivision. The terms “business” and “trade”, as used in this section, will be construed to have their ordinary, generally accepted meanings and will include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation or other form of consideration. Notwithstanding the foregoing, no ranching, farming, gardening or home office business (which is conducted solely within the residence) is prohibited.

3.2 **Animals**. No animals of any kind may be kept, maintained, raised or fed on any Lot in the Subdivision for commercial purposes. No hogs or swine may be kept or raised on any Lot except for show in youth programs, examples being 4H, FFA or other area youth livestock programs. Livestock must be housed in a suitable cage, barn or other facility and kept within fences. Each Owner is responsible for any damage to a person or property covered by that Owner’s pet, livestock or other animals. All poultry and birds of any type must be kept in a pen (1,000 sq.

ft. maximum) and are not allowed to roam onto adjoining property. Overgrazing of the property is not allowed at any time. It will be the sole responsibility of the Owner to manage the grazing of the property to maintain the esthetics of the Subdivision.

3.3 **Garbage Disposal and Dumping.** Accumulation of rubbish or debris of any kind on any Lot in the Subdivision is strictly prohibited. No lumber, metals, bulk materials, inoperative or junk equipment, refuse or trash may be kept, stored or allowed to accumulate on any Lot. No inoperable vehicles may be stored on a Lot in the Subdivision unless they are located within an enclosed shop or building. For purposes of this paragraph, an “inoperable vehicle” means a vehicle that does not have a current license tag or current registration or inspection sticker or is obviously inoperable. A vehicle will be considered “stored” if it remains in the same location on a Lot or visible from an adjacent Lot for a period of 30 consecutive days or longer. Any vehicle parked in violation of this section may be towed in accordance with applicable law. This restriction will not apply to any farm equipment, vehicle, machinery or other equipment temporarily parked and in use for construction, maintenance or repair of a residence.

3.4 **Mineral Activity.** No mineral exploration, development, production, storage, treatment, or operations of any kind is permitted upon any Lot.

3.5 **Parking.** No vehicles of any kind may park on a Street.

3.6 **Single Family Dwelling.** Only one dwelling may be constructed on any Lot in the Subdivision, for the use of a single family.

3.7 **Upkeep.** The Owner of each Lot is responsible for the proper maintenance and upkeep of the Lot and improvements at all times. The Owner must keep vegetation neatly mowed and trimmed. No Lot in the Subdivision may be used in any way that may reasonably be considered annoying to Residents, (ii) may be determined to reduce the desirability of the Subdivision, (iii) may endanger the health or safety of Residents or occupants for the Lots, or (iv) violates any law.

#### **ARTICLE 4. REGULATION OF IMPROVEMENTS**

4.1 **Building Lines.** No building may be constructed on any Lot nearer the setback lines shown on the Subdivision plat.

4.2 **Exterior Walls.** The exterior walls of each dwelling and garage (other than doors and windows) must be constructed of wood, metal, masonry or cementitious siding like Hardie board. Vinyl siding is not permitted.

4.3 **Fences.** Fences on each Lot must be constructed of wood, smooth or no-climb wire, pipe or other industry standard materials. All T-posts used, if any, in such construction must be new when installed. Privacy fences are permitted on Lots provided they are installed with pipe posts. Sheet metal fences, manufactured panels and portable fencing are strictly prohibited for perimeter fencing. Manufactured panels may be used for cross fencing (internal to perimeter fencing). No fence or wall may be constructed on any portion of any Lot in the Subdivision which blocks, impedes or otherwise interferes with free and unrestricted access over any Street in the Subdivision.

4.4 **Construction Standards.** Site built dwellings, barndominiums, manufactured and modular homes are permitted, provided such construction complies with the following:

- Each dwelling must contain no less than 1,000 square feet of heated and cooled living area
- All construction must be of new materials
- Each dwelling must be constructed with a front and back porch, no less than 6' x 10' for each porch, such porches being constructed at the same time as the dwelling. The porch requirement also applies to manufactured and modular homes, in which case, the porches must be constructed at the same time such home is placed on a Lot, if not already a part of such home.
- All homes elevated above ground level or foundation must be tied down to conform to the regulations and requirements of the State of Texas and skirted.

4.5 **Streets.** Each Lot Owner will have a right of access, ingress and egress to, over and across all of the platted Streets within the Subdivision according to the following terms (the "Access Rights"):

- a. *Mutual Rights and Access Across the Streets.* Each Lot Owner takes and receives the rights, titles and interests in their Lot subject to the Access Rights, together with all other Lot Owners' rights, titles and interests to such Streets, and their mutual rights of access, ingress and egress across such Streets.
- b. *Character of Rights.* The Access Rights are appurtenant to and run with the Lots, and portions thereof, whether or not the Access Rights are referenced or described in any conveyance of the Lot, or any portion thereof. The Access Rights are for the benefit of the Lot Owners and the heirs, successors and assigns of the lot Owners.
- c. *Duration of Rights.* The duration of the Access Rights is perpetual.

- d. Exclusiveness of Rights. The Access Rights are exclusively limited to use by the Lot Owners, their heirs, successors, and assigns (including their guests and invitees) including any subsequent Lot Owner, as long as such further conveyance is subject to the terms of these Restrictions.
- e. Connecting Driveway. Each Owner may construct connecting driveway improvements to the Street on his or her Lot, at their sole cost and expense, reasonably necessary to facilitate ingress and egress from the Street to the Owner's Lot; provided, however, an Owner connecting a driveway to the Street must do so without damage to the Street improvements.
- f. Maintenance and Repair of Roadway. Each Owner is responsible for an equal share of the costs incurred for maintenance and repair of the Streets. Except as provided herein, Declarant has the primary obligation to perform the maintenance and repair of the Streets, subject to reimbursement by the other Owners of their respective share of the costs incurred. When the Declarant is no longer an Owner of a Lot in the Subdivision or gives notice that it will no longer be responsible for Street maintenance or repair, primary responsibility for maintenance and repair of the Street will be determined by vote of the Owners (the "**Responsible Owner**"). In the event the Responsible Owner fails to perform such maintenance within 30 days from receipt of written notice from one or more Owners, such other Owner or Owners have the right to perform the repair or maintenance specified in the written notice to the Responsible Owner. Each Owner must pay such Owner's share of the maintenance and repair costs within 30 days after receipt of the total amount of the maintenance and repair costs from the party incurring the maintenance and repair costs as provided herein, which notice must include copies of invoices, statements, paid receipts or other evidence of the maintenance and repair costs incurred. Maintenance and repair of any connecting driveway will be the sole responsibility of the Owner who constructed it. All maintenance and repair work must be done in a good and workmanlike manner, on a lien-free basis.

4.6 **Firearms; Explosive Devices**. No handguns, shotguns, rifles, or other firearms or explosive devices of any kind may be fired on or from any Lot.

4.7 **Voting**. Each of the Lot Owners will have one vote for each Lot in the Subdivision he or she owns. Multiple owners of a single Lot will vote their interests collectively as a single Lot Owner so that no Lot will be represented by more than one vote in any matter voted by all of the Lot Owners.

4.8 **Prohibited Uses**. The following uses will not be permitted on any Lot: a cemetery, a church (but a private or family chapel is not prohibited), waste disposal sites, landfills, dumping



grounds for rubbish or accumulation of discarded appliances and furniture. No outside toilet may be installed or maintained on any Lot (portable toilets are allowed during construction), and all plumbing must be connected with a sanitary septic tank or other system approved by Gonzales County and/or the State of Texas or other governmental authorities with jurisdiction.

4.9 **Variances**. The Declarant has the right and authority to waive or modify any Restriction where, in the sole opinion of the Declarant, such action is necessary for the advantage and best appearance of the Subdivision, only in the following circumstances:

- a. Where one Lot and all or a portion of other contiguous Lots are being used together for the purpose of building a single family residence.
- b. In the case of Lots which are unusual in size, or which are of an unusual or irregular shape.
- c. Where setback lines need to be modified.
- d. In the case of change circumstances arising from either advances in technology or other unforeseen developments resulting in the need for such action in order to accomplish the original purposes of these Restrictions.

#### ARTICLE 5. DURATION AND AMENDMENT

5.1 **Duration**. All Lots in the Subdivision are subject to and bound by the Restrictions set out in this instrument from the date thereof until January 16th, 2045, after which date these Restrictions will be renewed automatically for successive periods of 10 years each unless terminated by a written agreement of the Owners of 50% or more of the Lots in the Subdivision.

5.2 **Amendment**. These Restrictions may be amended by the written agreement of the Owners of 50% or more of the Lots in the Subdivision; provided, however, no amendment will be effective without the joinder of Declarant, if Declarant is an Owner of a Lot of the time of amendment.

#### ARTICLE 6. ENFORCEMENT

6.1 **Parties Bound**. These Restrictions are binding upon each Owner, and Owner's heirs, successors and assigns and all parties claiming by, through or under Owner and all subsequent Owners of property in the Subdivision, each of whom are obligated and bound to observe the terms of this instrument; provided, however, that no such person will be liable except with respect to breaches committed during ownership of said property.

6.2 **Limitation of Impact on Mortgages**. The violation of any term or provision of these Restrictions will not operate to invalidate any mortgage, deed of trust or other lien acquired

and held in good faith against any Lot, or any part thereof, but such liens may be enforced as against any and all Lots so encumbered.

6.3 **Standing and Remedies.** The Owner of any Lot or Lots in the Subdivision has the right to enforce observance or performance of the provisions of these Restrictions. If any person violates or attempts to violate any term or provision of these Restrictions, it will be lawful for any person owning an Lot in the Subdivision, to prosecute proceedings at law or in equity against the person violating or attempting to violate any term or provision of these Restrictions, in order to accomplish any one or more of the following: to prevent the Owner, or their tenants, invitees or representatives from so doing; to correct such violation; to recover damages; or, to obtain such other relief for such violation as then may be legally available.

6.4 **Result of Conflicting Restrictions.** These Restrictions do not permit any action or thing prohibited by applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictive covenants of record. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, restrictive covenants of record, or these Restrictions will govern and control.

#### ARTICLE 7. MISCELLANEOUS

7.1 **Attorney's Fees.** Any party who is the prevailing party in any proceeding, whether it is negotiation, mediation, arbitration or litigation, against any other party brought under or in connection with these Restrictions, will be additionally entitled to recover all costs and reasonable attorney fees, and all other related expenses, including deposition costs, arbitrator and mediator fees, travel and expert witness fees from the non-prevailing party.

7.2 **Binding Effect.** This instrument is binding upon and inures to the benefit of the Declarant and Owners and their respective heirs, executors, representatives, successors and assigns.

7.3 **Choice of Law.** These Restrictions are subject to and governed by the laws of the State of Texas. Venue for any matter, dispute or proceeding arising under or by reason of these Restrictions must be brought in the applicable court of Gonzales County, Texas.

7.4 **Effect of Waiver or Consent.** No waiver or consent, express or implied, by any Owner to or of any breach or default by any Owner in the performance of such Owner of the obligations hereunder may be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such Owner of the same or any other obligations of such Owner hereunder. Failure on the part of an Owner to complain of any act of any Owner or to declare any Owner in default, irrespective of how long such failure continues, does not constitute

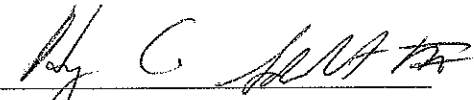


a waiver by such Owner of the rights hereunder until the applicable statute of limitation period has run.

7.5 **Legal Construction.** In case any one or more of the provisions contained in this instrument is for any reason determined to be invalid, illegal or unenforceable in any respect, to the extent such invalidity or enforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability will not affect any other provision hereof and this instrument will be construed as if such invalid, illegal or enforceable provision had never been contained herein. Whenever required by the context, as used in this instrument, the singular number includes the plural and the neuter includes the masculine or feminine gender, and vice versa. The article and section headings appearing in this instrument are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any article or section.

DECLARANT:

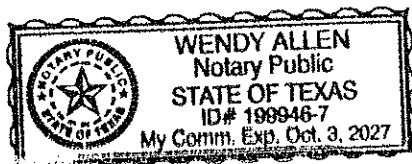
River Land Holdings, LLC

By:   
Henry C. Schmidt III, Manager

STATE OF TEXAS

COUNTY OF Bonzales

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2025, by Henry C. Schmidt III, Manager of River Land Holdings, LLC.




Wendy Allen  
Notary Public, State of Texas

## FILED AND RECORDED

Instrument Number: 25325166 V: 1482 P: 759

Filing and Recording Date: 01/22/2025 01:03:57 PM Pages: 10 Recording Fee: \$57.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Gonzales County,



Lona Ackman, County Clerk  
Gonzales County, Texas

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

Returned To:  
RIVER LAND HOLDINGS LLC