



VG-240-2021-71742

Walker County
Kari A. French
Walker County Clerk

Instrument Number: 71742

Real Property

RESTRICTIVE COVENANTS

Recorded On: August 30, 2021 10:04 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$54.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Instrument Number: 71742
Receipt Number: 20210830000031
Recorded Date/Time: August 30, 2021 10:04 AM
User: Jessica D
Station: Recording

Record and Return To:

HORSESHOE LAKE PROPERTY OWNER ASSOCIATION



STATE OF TEXAS
COUNTY OF WALKER

I hereby certify that this Instrument was FILED In the Instrument Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Walker County, Texas.

Kari A. French
Walker County Clerk
Walker County, TX

**HORSESHOE LAKE PROPERTY OWNERS ASSOCIATION
DEED RESTRICTIONS AND DISCLOSURES**

THE STATE OF TEXAS §
 §
COUNTY OF WALKER §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HORSESHOE LAKE is a subdivision situated in the Francis Riley Survey, Walker County, Texas, in which the lots and tracts are owned by Property Owners and leased by lessees for a period of 99 years from the date of the Lease Agreement respecting each lot;

WHEREAS, under certain agreements and obligations to COMMISSIONERS' COURT and PLANNING AND DEVELOPMENT of Walker County, Texas;

WHEREAS, property owners who were deeded property from Ellis Management Group, LLC and Emercor Property Group, LLC have been disclosed and restricted by means of recorded deeds in Walker County, Texas;

WHEREAS, on August 21, 2021, started at 10AM, a meeting of the Horseshoe Lake Property Owners Association was called and held at the Restore Texas Ministries' chapel located at 3126 State Highway 19, Huntsville, Texas, 77320,


WHEREAS, at the meeting the Horseshoe Lake Property Owners Association members voted unanimously to adopt these DEED RESTRICTION AND DISCLOSURES,

NOW THEREFORE, WE, MONTE ROBINSON, PRESIDENT OF HORSESHOE LAKE PROPERTY OWNERS ASSOCIATION, DEBRA ROBINSON, VICE PRESIDENT OF HORSESHOE LAKE PROPERTY OWNERS ASSOCIATION, JAMES WEBB, SECRETARY OF HORSESHOE LAKE PROPERTY OWNERS ASSOCIATION, AND BRENDA LYN WEBB, TREASURER OF HORSESHOE LAKE PROPERTY OWNERS ASSOCIATION do hereby RATIFY and CONFIRM these DEED RESTRICTIONS AND DISCLOSURES on this 30 day of August, 2021, applicable to and covering the following described property:


BEING all the lots, tracts, and parcels of land on the HORSESHOE LAKE SITE, a subdivision situated in the FRANCIS RILEY SURVEY, A-484, Walker County, Texas, and being situated upon the property described in a deed from G.S. O'Bannon, et ux. to J.R. Watson, et al, recorded in Volume 129, Page 71, Deed Records of Walker County, Texas.

Such deed restrictions and disclosures SUPERSEDE all others and are RATIFIED and CONFIRMED and are set out on Exhibit A attached hereto and made a part of this instrument for all purposes, and shall be covenants and conditions running with the title to owners in the Horseshoe Lake Site.

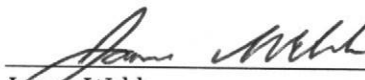
EXECUTED on the 30 day of August, 2021.



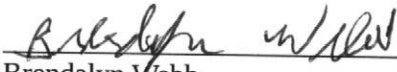
Monte Robinson
President,
Horseshoe Lake Property Owners Association



Debra Robinson
Vice President,
Horseshoe Lake Property Owners Association



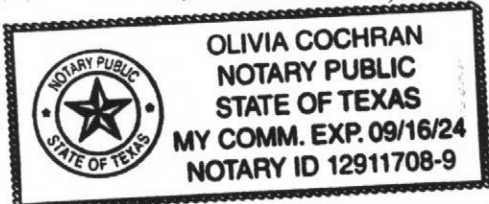
James Webb
Secretary,
Horseshoe Lake Property Owners Association




Brendalyn Webb
Treasurer,
Horseshoe Lake Property Owners Association

THE STATE OF TEXAS §
 §
COUNTY OF WALKER §

This instrument was acknowledged before me on the 30 day of August, 2021, by Monte Robinson, Debra Robinson, James Webb and Brendalyn Webb.





Notary Public in and for the State of Texas

EXHIBIT A

On the 21st day of August, 2021, and started at 10AM, a meeting of the members of the Horseshoe Lake Property Owners Association was held at Restore Texas Ministries' chapel located at 3126 State Highway 19, Huntsville, TX 77320 and these DEED RESTRICTIONS AND DISCLOSURES were adopted:

DEED RESTRICTIONS AND DISCLOSURES

DEFINITIONS

Definitions apply to words whether they are typed in all capital letters, capitalized, or all lower case.

Association is the Horseshoe Lakes Property Owners Association.

Board is the Horseshoe Lakes Property Owners Association's Board of Directors.

Owner is a person or persons who own at least one lot or tract in Horseshoe Lake Subdivision.

Subdivision is the lots and tracts in Horseshoe Lake Subdivision.

Lessee is a person or persons who have a lease or pay lease fees and dues to use any land in Horseshoe Lake Subdivision.

Developer is any person, firm, association, limited liability company, or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and there after selling or leasing such development. While developer is an owner, there are exclusions in this document for the developer.

Resident is any person who has legal rights to live in Horseshoe Lake Subdivision including an owner, a lessee, and a renter.

Residents is all persons who have legal rights to live in Horseshoe Lake Subdivision including owners, lessees, and renters.

RV is a recreation vehicle with an engine, recreation vehicle without an engine, RV, pop-up, travel trailer, camper, van outfitted for livable or recreational purposes, truck and box-truck outfitted for livable or recreational purposes and any other like kind of livable or recreational physical object.

Lakes is Horseshoe Lake (also known as Horseshoe Lake #2), Styles Lake (also known as Little Lake and Styles Lakes #1) and the Pond in Section Three (3).

Property is a lot or tract with the respective improvements on the lot or tract.

ATV is an all-terrain vehicle, motorcycle, "mule," "side-by-side," or any other like kind of gasoline, propane, and diesel powered vehicle.

Dams is the dams of Horseshoe Lake (also known as Horseshoe Lake #2), Styles Lakes (also known as Little Lake and Styles Lake #1) and the Pond in Section Three (3).

Assessments is any assessments, required payments, and fees required by the leases agreements and the Horseshoe Lakes Property Owners Association.

Lessor is the person, persons, company or companies that own the lease hold rights of the leased lots in the Subdivision.

Big Dam is the largest dam in Horseshoe Lake Subdivision that structurally creates Horseshoe Lake.

Little Dam is the dam in Horseshoe Lake Subdivision that structurally creates Little Lake.

APPLICABILITY

Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

These Deed Restrictions and Disclosures supersede all others filed in the Walker County Deed Office.

RESERVATIONS

The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, common storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by public utility companies upon, under, along, across or through such common utility easements.

DEED RESTRICTIONS

1. The following are restrictions that govern Reserve lots:
 - a) RESERVES 1, 2, 3, 5, and 6 in SECTION TWO (2) shall be reserved for wastewater discharge and wastewater discharge systems only in accordance with State and local laws.
 - b) There shall be no physical objects of any type stored on RESERVES 1, 2, 3, 5, and 6 in SECTION TWO (2) and RESERVES 2, 3, and 4 in SECTION THREE (3), including but not limited to RVs, sheds, greenhouses, tents, vehicles, carports, physical structures, trailers, wood, wood products, steel, steel products, plastic and plastic products.
 - c) Reserves, that are sold and deeded to lot owners, shall only be used for the owner's wastewater according to state and local laws.
 - d) Any reserve lot under four-tenths (0.4) of an acre shall not be used to store any physical objects.
 - e) If a lot has been deemed to need a reserve lot for an OSSF (On-site Sewage Facility, commonly called an "aerobic sewer system") via the Subdivision Report (registered sanitarian report) on file with Walker County Planning and Development, the reserve lot shall be sold with and associated with the lot that it is assigned to via the public plat record.
2. A RV may have power supplied to it to maintain consistent humidity and temperature. However, sewer lines and tanks and water lines may not be connected to any RV. No person shall live in any RV. Two lots had RVs on them before 2021; Lots 206 and 501 are grandfathered and are excluded from this restriction.
3. Only one single-family dwelling is allowed per lot or tract. Lots 308 and 309 are grandfathered and are excluded from this restriction.
4. Residents shall have adequate garbage containers with lids and make proper disposal of all garbage.
5. Residents shall maintain their own property in a reasonable fashion which includes keeping grass mowed, removal of junk cars (including cars that have not been moved in a 30-day period), removal of debris, painting their houses, and doing regular home maintenance.
6. Animals and pets:
 - a) Residents are responsible for their pets.
 - b) Residents must keep their pets on their own property.
 - c) Dogs are limited to two per dwelling per lot.

- d) Residents' pets must be vaccinated with proof of vaccination available upon request.
 - e) No animals other than dogs, cats, and chickens are allowed in the Subdivision; this includes but is not limited to pigs, horses, cattle, and snakes. Twelve (12) chickens are allowed per lot/tract. All chickens must be penned up. There shall be no roosters allowed.
7. No boat, owned by a non-Resident, is allowed on the Lakes.
 8. All lots and boats shall be identified by lot number by 4 inch or larger marking.
 9. The maximum size outboard or inboard boat motor allowed is 7 and 1/2 horsepower. Lot 212 is currently grandfathered from this restriction.
 10. No jet skis are allowed on the Lakes.
 11. Residents must give written authorization to guests to use their property when they are not present.
 12. Absolutely no littering or dumping is allowed. Residents found littering or dumping will be reported to the proper authorities.
 13. Trotlines must be identified with a floating marker on at least one end with name and lot number. Trotlines should not be abandoned in the Lakes and should be removed immediately upon cessation of fishing. Any reports of violation will be handled by the proper authorities.
 14. Drivers of all vehicles shall abide by posted speed limits, have proper mufflers on vehicles, and must drive in a fashion so as not to be a nuisance. No outside and non-resident ATVs are allowed in the Subdivision. ATVs are only allowed on the roads (no off-the-road driving is permitted), ATVs shall not be on the Dams (ATVs may be on the road of Little Lake Dam).
 15. All wastewater shall be directed into the sewer and not allowed to run on the ground at any time. All septic tanks shall be in good working order and under no circumstances shall sewage or wastewater be allowed into the Lakes. If this is not adhered to, offender will be notified of the violation and will be given 30 days to correct the situation. If the situation is not corrected within the 30 day period, further action will be taken to bring the offender into compliance with the rules.
 16. Firearms shall not be discharged.
 17. No household garbage shall be burned in the Subdivision.
 18. All lots shall be identified with address numbers (for 911 purposes) and it is recommended that four inch or larger letters be used to make for easy recognition and uniformity. This gives the lot owners a readable physical address and will help facilitate identification for your guests or visitors, and more seriously for emergency vehicles such as ambulances, police, and fire trucks. Street signs have been erected for this same purpose, and these signs should not be damaged or destroyed. If the offender is caught causing damage or destroying street signs, or any other signs that are present for the purpose of safety, the offender will be dealt with for this offense.
 19. There shall be no businesses or non-profits operating in the Subdivision.
 20. Residents and their guests may only walk on, run on, sit on, and fish from the Big Dam. There shall be no golf carts, ATVs, Onewheel® boards, skateboards, sleds, electrical powered transportation devices, gasoline powered transportation devices, diesel powered transportation devices, bicycles, cars, trucks, semi-trucks, tractors, lawnmowers, or any other like vehicle on the Big Dam. Approved service and maintenance vehicles may be on the Big Dam with Board permission.
 21. Residents and their guests may sit on and fish from the Little Dam and Pond.

22. Residents and their guests must stay off others' leased and owned property unless they have permission to be on such property.
23. In matters regarding offenses, the offender will be contacted by notification via the Association. The Resident shall have 30 days to correct a violation. If the situation is not corrected after 30 days, further action may be taken to bring the offender into compliance with the rules and regulations.
24. Deed Restrictions are subject to change by majority vote of the Horseshoe Lakes Property Owners Association.
25. An Owner shall pay one maintenance fee if the Owner's house bridges two or more lots (i.e., a common boundary line of two or more adjoining Lots are under a house).
26. All Residents, Association and emergency responders shall have permanent access to right-of-way on the private roads throughout the Subdivision.
27. All Residents shall maintain their landscaping (dirt work) on their respective lot(s) to ensure that their runoff water drainage is being drained to the lowest point of their property (either directly in front of their property to the ditch or to the closest Lake to their property). Runoff water shall not drain onto adjacent lots or tracts. Property owners shall be responsible for all local, state, and federal legal requirements for drainage in regard to their lots and tracts. This includes all build costs, repairs, maintenance costs, and modification costs needed to ensure legal drainage.
28. All property owners shall open and maintain an account with the current provider of potable water (drinking water). Property owners shall not connect to the irrigation wells in the Subdivision.
29. Markings from Texas811 shall not be tampered with.
30. Assessments and Maintenance Fees:
 - a) Residents shall pay Assessments and Lease fees (for lots under a lease agreement) to the managing authority of the Subdivision when due.
 - b) Assessments are subject to change by majority vote of the Association.
 - c) Failure to pay Assessments shall result in enforcement of the Association's lien powers, eviction powers, and foreclosure of the Resident's Property.
 - d) There is No Offset. The obligation of every Resident to pay assessments levied by the Association is absolute and shall not be affected by any claim the Owner may have, or believes he has, against any other Person, including lessor or the Association, nor shall such obligation be affected by any irregularity in the manner or timing in which notice of assessment is given.
 - e) Assessments and maintenance charges shall not, without the consent of the Developer, apply to lots or tracts owned by the Developer engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and there after selling or leasing such lots. However, upon commencement of construction (other than clearing under-brush and trees), Developer shall pay prorated assessments and maintenance charges in the year construction starts to the Association and the full requirements thereafter.
 - f) The maintenance charges collected shall be held and used for the benefit, directly or indirectly, of the Subdivision.
 - g) Owners shall not incur maintenance fees for reserve lots.
31. The Association may own reserves, lots, and tracts.
32. All property owners shall join the Association.
33. Lessees' leases shall take priority over any restriction in this document.

34. Manufactured homes are not allowed on any Property. Certain grandfathered conditions are outlined elsewhere in this document.
35. Residents with mobile homes on their lots before the year 2021 may replace their mobile home as needed under the following provisions:
 - a) Resident must provide pictures of the outside of the exact mobile home model to the Board for approval purposes. Residents, who are allowed to place a mobile home on their property due to the grandfather clause in this document, must obtain permission on the exact model of mobile home before they bring it in the Subdivision.
 - b) Residents must provide a floor plan of the exact mobile home model to the Board for approval purposes (minimum size allowed is 1100 square feet).
 - c) The Resident must have written permission from the Association to place a mobile home in the Subdivision.
36. The Association shall have no authority over any developers inside of Horseshoe Lakes. This includes, but is not limited to, Ellis Management Group, LLC, Emercor Property Group, LLC, Claster Management Group, LLC, and Webb Property Group, LLC.
37. Modular homes shall be allowed under the follow provisions:
 - a) Modular homes shall be built to the national HUD code and have the proper registration.
 - b) Residents must provide a floor plan of the exact mobile home model to the Board for approval purposes (minimum size allowed is 1100 square feet).
 - c) Resident must provide pictures of the outside of the exact mobile home model to the Board for approval purposes.
 - d) Approved residents must have written permission from the Board to place a modular home in the Subdivision.
 - e) The modular home shall be completely underskirted with a curtain wall around the entire unit. There shall be no visible piers.
38. All newly constructed or placed homes must be a minimum of 1,100 square feet.
39. All house plans must be approved by the Board before construction begins.
40. All buildings must be maintained in good appearance at all times.
41. All roofs shall be covered with permanent roofing materials. These materials are typically either asphalt shingles and purpose made metal roofing materiels. They may also include purpose made clay roofing tiles, purpose made solar roofing tiles. Canvas and plastic tarps may not be used to cover roofs of structures outside of emergency, temporary needs.
42. All structures' walls shall be covered in permanent types of wood or masonry building materials (examples include HardiePlank®, SmartSide®, brick, stone). No tar-paper or like temporary and underlayment materials shall be used for as an exterior sheathing or covering on any structure.
43. All buildings and structures shall be completely under skirted with no piers or pilings exposed to view.
44. No building or structure other than a fence shall be located nearer to the Property line than ten (10) feet. Structures placed before 2021 are excluded from this restriction. However, if replacement structures are placed or constructed these structures must comply with the ten (10) feet rule.
45. Owners shall not live on their Property while their respective single family house is being constructed.

46. No outside toilet or privy shall be erected or maintained on any Property. The materials installed in, and all sanitary plumbing shall conform with the requirements of the Health Department of the State of Texas and the local authorities having jurisdiction. This provision does not apply to a temporary toilet ("porta-can") on Property for construction workers' use so long as such temporary toilet does not remain on the property longer than thirty (30) days after any construction project is completed.
47. Any residential building, residential structure, or residential improvement commenced upon any Property shall be completed as to the exterior finish and appearance within twelve (12) months from the commencement date.
48. Invalidation of any one or more of the Restrictions by judgment of any court shall in no way affect any of the other Restrictions and provisions herein contained, which shall remain in full force and effect.
49. The parties signing this document affirm that they are authorized by the entities they represent to sign in their official capacities.
50. Undeveloped lots and tracts shall not be used to store physical objects. This is housing development and undeveloped lots are not to be used to store miscellaneous items, such as--but not limited to steel, wood, plastics, and any other material.
51. Houses must remain in good repair. The paint or stain of houses and out buildings shall not be allowed to chip or have excessive fading.
52. Lawns shall be maintained. The grass of lawns shall not be over 6 inches.
53. Subject to the provisions of the last sentence of this paragraph, if any person or entity, whether or not lawfully in possession of any portion of the Property, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any portion of the Property, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the proceeding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any portion of the Property, as well as heirs, devisees, assignees, legal representative and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any portion of the property. Neither the Grantor nor any subsequent purchaser of a portion of the Property shall have any liability of responsibility at law or in equity on account of the enforcement of, or on account of the failure to enforce, the Restrictions.

DISCLOSURES

1. The Association owns the Lakes in the Subdivision. The Association is responsible for the maintenance and permitting of the Lakes.
2. The Association owns the dams in the Subdivision. The Association is responsible for the maintenance and permitting of the dams.

3. The private roads in Horseshoe Lakes are "as is." The Association owns the roads in the Subdivision. The Association is responsible for the maintenance and permitting of the roads.

4. All common drainage infrastructures and facilities are privately maintained by Horseshoe Lakes Property Owners' Association to allow access by owners, lessees, first responders as required to meet local, state, and federal requirements as it relates to drainage.

5. This Subdivision is partially within Zone A, "areas determined to be within the 0.1% annual chance floodplain", according to F.E.M.A. Flood Insurance Rate Map, Community-Panel No. 481042 0525D and Map No. 48471C0525D dated August 16, 2011.

6. Special Flood Hazard Line (SFHL) shown on the Section One, SectionTwo and Section Three plats were scaled from FEMA Flood Insurance Rate Maps. No engineer or surveyor intends to state or imply that flooding will or will not occur in Zones 'A' or 'X' shown hereon. Note: as of August 21, 2021, Section Three has not been approved by Commissions' Court and has not been filed in the Walker County deed office.

7. Coordinates, bearings, distances and areas surveyed on Section One and Two plats are Grid NAD 83 (1993), Texas Central Zone referenced to the City of Huntsville Mapping Control Network and are based on the position of control point 6005 having published coordinates of N=10,284,018.15 feet, E= 3,823,440.76 feet and G.P.S. observations. Distances on Plat for Section One and Two may be converted to Geodetic Horizontal (surface) by dividing by a Combined Scale Factor of 0.99988.

8. Compliance with the Walker County Floodplain Management regulations is the responsibility of the Horseshoe Lakes Property Owners' Association, save the homeowners' or lessees' responsibilities described in the deed restrictions.

9. The Property Owners Association shall have lien and foreclosure abilities.

10. The managing authority of the maintenance of Horseshoe Lakes Subdivision may change.

11. No construction, without the written prior approval of Walker County, shall be allowed within a Floodplain, and then only after detailed engineering plans and studies show that no flooding and no obstruction to the natural flow of water will result. If construction is allowed, all finished floor elevations shall be a minimum of two (2) feet above the 100-year flood elevation. The existing creeks, lakes, reservoirs, or drainage channels, not within a public easement, traversing along or across portions of this subdivision, shall remain as an open channel always and shall be maintained by the individual owners of the lot or lots that are the individual owners of the lot or lots traversed by or next to the drainage courses along or across said lots. Walker County shall not be responsible for the maintenance and operation of private drainage ways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing or next to the property clean and free of debris, silt, or any substance that would result in unsanitary conditions. Walker County shall have the right of ingress and egress for inspection and supervision of maintenance work by the property owner and to alleviate any undesirable conditions that may occur. The natural drainage channels are subject to storm water overflow and natural bank erosion to an extent that cannot be definitely defined. Walker County shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, or resulting from a failure of any structure within the natural drainage channels.