



VG-240-2021-66138

Walker County
Kari A. French
Walker County Clerk

Instrument Number: 66138

Real Property

RESTRICTIVE COVENANTS

Recorded On: March 15, 2021 01:20 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$38.00

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

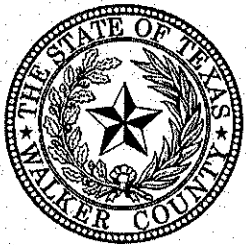
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Instrument Number: 66138
Receipt Number: 20210315000030
Recorded Date/Time: March 15, 2021 01:20 PM
User: Amber L
Station: Clerk Station

Record and Return To:

ELLIS MANAGEMENT GROUP



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
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;

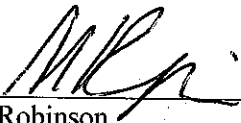
WHEREAS, property owners who were deeded property from Ellis Management Group, LLC and Emercor Property Group, LLC have been disclosed and restricted by means of recorded deeds in Walker County, Texas;

NOW THEREFORE, WE, ELLIS MANAGEMENT GROUP, LLC AND EMERCOR PROPERTY GROUP, LLC as majority owners of HORSESHOE LAKE and 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 the deed restrictions and disclosures on March 12, 2021, applicable to and covering the following described property:

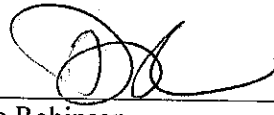
BEING all the lots, tracts, and parcels of land on the HORSESHOE LAKE SITE, a subdivision situated in the FRANCIS RILEY SURVEY, A-484, Walker County, Texas, and being situated upon the property described in a deed from G.S. O'Bannon, et ux. to J.R. Watson, et al, recorded in Volume 129, Page 71, Deed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

Such deed restrictions and disclosures 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.

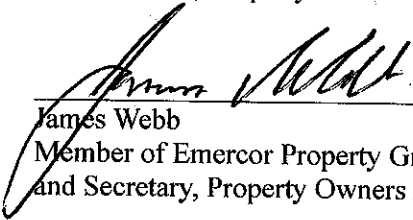
EXECUTED the 15 day of March, 2021



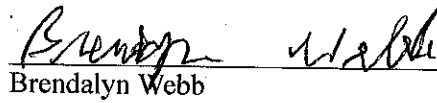
Monte Robinson
Member of Ellis Management Group, LLC
and President, Property Owners Association



Debra Robinson
Member of Ellis Management Group, LLC
and Vice President, Property Owners Association



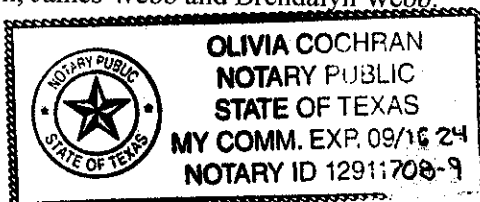
James Webb
Member of Emercor Property Group, LLC
and Secretary, Property Owners Association




Brendalyn Webb
Member of Emercor Property Group, LLC
and Treasurer, Property Owners Association

THE STATE OF TEXAS §
 §
COUNTY OF WALKER §

This instrument was acknowledged before me on the 15 day of January, 2021, by Monte Robinson, Debra Robinson, James Webb and Brendalyn Webb.





Notary Public in and for the State of Texas

EXHIBIT A

HORSESHOE LAKE

DEED RESTRICTIONS AND DISCLOSURES

On March 15, 2021, a meeting of the Board of Directors, of the Property Owners Association, was held at First Financial Bank and these DEED RESTRICTIONS AND DISCLOSURES were adopted:

DEED RESTRICTIONS

1. All residents shall have adequate garbage containers with lids and make proper disposal of all garbage.
2. It is the lot/tract owner's responsibility to 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), and debris.
3. Animals and pets:
 - a. Owners are responsible for their pets.
 - b. All residents must keep their pets on their own property.
 - c. Dogs are limited to two per dwelling per lot.
 - d. All pets must be vaccinated, and owners must be able to prove vaccination.
 - e. Problem dogs must be chained or fenced.
 - f. Positively no animals other than dogs, cats, and chickens are allowed on any property leased or owned; this includes but is not limited to pigs, horses, cattle, and snakes. Twelve (12) chickens are allowed per lot/tract if agreed to by Property Owners' Association. All chickens must be penned up. There shall be no roosters allowed.
4. All lots and boats shall be identified by lot number in a manner to be easily recognized. The maximum size outboard boat motor allowed is 7 and 1/2 horsepower.
5. Property owners must give written authorization to guests to use their property when the property owner is not present.
6. Absolutely no littering allowed. If found littering, the person or persons guilty will be reported to the proper authorities.
7. 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 lake and should be removed immediately upon cessation of fishing. Any reports of violation will be handled by the proper authorities.
8. 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, nonresident ATVs are allowed in the area. ATVs are only allowed on the roads (no off-the-road driving), and there shall be no driving on the dams.
9. All wastewater shall be directed into the sewer, 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 to get into the lake. If this is not adhered to, offender will be notified of the violation and will be given 15 days to correct the situation. If the situation is not corrected within the 15-day period, further action will be taken to bring the offender into compliance with the rules.
10. Firearms shall not be discharged.
11. All lots shall be identified with address numbers (for 911 purposes) and it is recommended that six-inch letters be used to make for easy recognition and uniformity. This gives the lot owners a [physical address and should 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 purpose, and these signs should not be damaged or destroyed. If the offender is caught doing 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.
12. There shall be no businesses or nonprofits operating in the subdivision.
13. Only one single-family dwelling is allowed per lot.
14. In matters regarding offenses, the offender will be contacted by Lessor or the Property Owners' Association and notified of the offense and will be given 15 days to correct the situation. If the situation is not corrected after 15 days, further action may be taken to bring the offender into compliance with the rules and regulations.

15. Deed Restrictions are subject to change by majority vote of the Horseshoe Lake Property Owners Association.
16. All lessees, owners, Property Owners Association (Homeowners' Association), and emergency responders shall have permanent access to right-of-way on the private roads throughout Horseshoe Lake Development.
17. All property owners shall maintain the landscaping (dirt work) of their lot to ensure that their runoff water drainage being drained to the lowest point of their respective property (either directly in front of their property to the ditch or to a lake). Runoff shall not drain onto adjacent lots or tracts.
18. 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.
19. 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 inside Horseshoe Lake.
20. The following are restrictions that govern Reserve lots:
 - a. Reserve lots, that are sold with lots, shall only be used for the owner's wastewater.
 - b. Any reserve lot under six-tenths (.6) of an acre shall not be used to store any physical objects.
 - c. Reserve lots shall not have any structure build thereon or placed thereon (including but not limited to sheds, tool sheds, greenhouses, houses, tents, mobile homes, travel trailers, tiny-houses, carports).
 - d. If a lot has been deemed to need a reserve lot for OSSF discharge (sewer discharge) via the subdivision report (registered sanitarian report) on file with Walker County Planning and Development, the reserve lot must be sold with the lot that it is assigned to via the public plat record.
 - e. The Property Owners' Association may own reserve lots.
21. All property owners shall pay maintenance assessments and fees to the managing authority of Horseshoe Lake Subdivision. The amount of the assessments is subject to change. Buyer's failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.
22. There is No Offset. The obligation of every Owner 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 Declarant or the Association, nor shall such obligation be affected by any irregularity in the manner or timing in which notice of assessment is given.
23. All property owners shall join the Property Owners Association.
24. Horseshoe Lake Property Owners Association shall manage the maintenance fees and assessments by February 1, 2021. Grantees shall be notified via mail to any changes to the managing authority or the managing authority's address in Horseshoe Lake Subdivision.
25. Property owners shall not place a new or used mobile home, motor home, travel trailer, tiny home, tent, yurt on their property. Only one single-family house may be constructed on lots, tracts, and parcels of land.
26. Lessees' leases shall govern leased property in regard to mobile homes.
27. The Property Owners Association shall have no authority over any developers inside of Horseshoe Lake. This includes, but is not limited to, Ellis Management Group, LLC, Emercor Property Group, LLC, Claster Management Group, LLC, Webb Property Group, LLC.

DISCLOSURES

1. This property 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.
2. Special Flood Hazard Line (SFHL) shown on the Section One and Two plats was scaled from FEMA Flood Insurance Rate Maps, neither H.E. McAdams & Son Surveying, Inc. nor H.E. McAdams intendeds to state or imply that flooding will or will not occur in Zones 'A' or 'X' shown hereon.

3. 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.
 4. The private roads in Horseshoe Lake are "as is," and are privately maintained by Horseshoe Lake Property Owners' Association.
 5. The ponds, lakes, and dams are privately maintained and permitted by Horseshoe Lake Property Owners' Association.
 6. All common drainage infrastructures and facilities are privately maintained by Horseshoe Lake 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.
 7. Compliance with the Walker County Floodplain Management regulations is the responsibility of the Horseshoe Lake Property Owners' Association, save the homeowners' or lessees' responsibilities described in the deed restrictions.
 8. The Property Owners Association shall have lien and foreclosure abilities.
 9. The managing authority of the maintenance of Horseshoe Lake Subdivision may change.
 10. 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 stormwater 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.
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