

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HORSESHOE BEND HOMEOWNERS ASSOCIATION**

This Declaration of Covenants, Conditions and Restrictions is made and executed this 5th day of September, 2007 by HORSESHOE BEND HOMEOWNERS ASSOCIATION, a Non-profit Organization, hereinafter referred to as DECLARANT.

WHEREAS, DECLARANT represents the fee owners of 651 acres, more or less, situated in the E. Rehorse Survey, Abstract No. 487 and John Delap Survey, A153, Wood County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated hereinafter referred to as the subdivision HORSESHOE BEND, which property is subject to the easements and encumbrances described on Exhibit "B" attached hereto and incorporated herein.

WHEREAS, it is deemed to be in the best interest of DECLARANT and of the persons who have or may purchase lots and tracts in the subdivision that there be established and maintained a uniform plan for the improvement and maintenance of lots and tracts in the subdivision and the common facilities as hereinafter enumerated: and

WHEREAS, DECLARANT desires to grant to the purchasers of lots and tracts an easement for their recreational use and enjoyment:

WHEREAS, a portion of the 651 acres, more or less, is included in a subdivision known as UNIT NO. ONE, LITTLE CYPRESS DEVELOPMENT CORPORATION, as shown in a plat recorded at Volume 6, Page 27, Plat Records, Wood County, Texas and which subdivision is excepted from this DECLARATION. However, the Owners of lots in said subdivision may become members of the Horseshoe Bend Homeowners Association and be subject to this Declaration of Covenants, Conditions and Restrictions of Horseshoe Bend Homeowners Association by compliance with the provisions as shown in Article XIII herein.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared that all of the PROPERTY described above shall be held, transferred, conveyed, improved and occupied in accordance with the covenants, conditions and easements as hereinafter set forth, and the property shall be subject to the restrictions set forth herein which shall run with the property and be binding on all parties having any interest therein and DECLARANT does hereby adopt, establish, promulgate and impress upon the herein described property the Declaration of Restrictions and Covenants herein contained.

## **ARTICLE I. DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. **“ARCHITECTURAL COMMITTEE”** shall refer to the committee established pursuant to Article IX herein.
2. **“ASSOCIATION”** shall refer to Horseshoe Bend Homeowners Association, a Texas non-profit corporation, organized for the purpose of carrying out the intents and purposes of this DECLARATION.
3. **“BOARD”** shall refer to the Board of Directors of the ASSOCIATION consisting of four (4) or more directors elected by majority vote of the members of the ASSOCIATION.
4. **“COMMON AREAS”** shall be areas conveyed or to be conveyed to the ASSOCIATION which are intended for the use of all of the OWNERS and shall include but are not limited to the following: (a) A lake known as Horseshoe Bend situated on the PROPERTY, consisting of 55.637 acres, more or less. (b) The dam and spillway area for the LAKE consisting of 5.806 acres, more or less. (c) Boat launch area, consisting of 1.487 acres. (d) Dogwood Lodge, a building of approximately 1,200 sq. ft., and a storage shed of approximately 120 sq. ft. on 2.008 acres on the property.
5. **“DECLARANT”** shall mean HORSESHOE BEND HOMEOWNERS ASSOCIATION, INC., a Texas Non-profit Organization, having as its principal address, 197 CR 4550, Winnsboro, TX 75494.
6. **“DECLARATION”** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.
7. **“LAKE”** shall mean that lake known as HORSESHOE BEND constituting a portion of the COMMON AREAS.
8. **“LOT”** shall mean and refer to any plot or tract of land shown as a numbered lot on any recorded subdivision plat of the PROPERTY.
9. **“OWNER”** shall refer to the person or persons who own fee simple title to a UNIT; the term OWNER shall not include any person or entity having an interest in a UNIT merely as security for the performance of an obligation. The ASSOCIATION, under no circumstances, shall be deemed an OWNER pursuant hereto. The OWNER of UNITS purchased through the Veterans Land Board of the State of Texas program shall be the veteran purchaser who executes the Contract of Sale and Purchase with the Texas Veterans Land Board.
10. **“RESIDENTIAL PROPERTY”** shall mean all of the PROPERTY except for “COMMON AREAS.”

11. **“UNIT”** shall mean and refer to any LOT conveyed to an OWNER; provided that a UNIT may consist of more than one LOT if the OWNER of more than one LOT elects to treat all LOTS owned by him as one UNIT; provided, however, the term UNIT shall not include a COMMERCIAL UNIT.

12. **“PROPERTY”** shall mean all of the property described on Exhibit “A” attached hereto and incorporated herein and shall also include any property annexed Pursuant to Article XIII hereof.

13. **“FORECLOSURE PURCHASER”** shall refer to any person or entity having acquired title to a UNIT at a foreclosure sale pursuant to the terms of an instrument creating the contractual lien upon such UNIT, or a person or entity pursuant to a forfeiture of a Contract of Sale and Purchase. FORECLOSURE PURCHASER shall further refer to any person or entity who acquires title to a UNIT by virtue of a Warranty Deed in Lieu of Foreclosure.

## **ARTICLE II. GENERAL PROVISIONS, DEDICATION AND RESERVATIONS**

1. Each Contract, Deed or Deed of Trust, which may be hereafter executed with respect to any of the PROPERTY shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions, reservations, restrictions, covenants, conditions and easements herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

2. DECLARANT shall not have the right to relocate roads once they have been dedicated and accepted by Wood County without the consent of OWNERS affected thereby and it is the intent of DECLARANT that wherever reasonably feasible, utility easements shall be located along roadways and lot lines. The title conveyed to any of the PROPERTY shall not be held or construed to include the title to the water, gas, electricity, telephone, television cable lines, poles, pipes, conduits or other appurtenances or facilities constructed by the DECLARANT or public utility companies upon, under, along, across or through such public utility easements; and the right (but not the obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to DECLARANT, its successors and assigns. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, or governmental agency, including any water control or Utility District created by Article XVI, Section 59, of the Texas Constitution governing the Property as well as other lands, public service corporation, or other parties, is hereby expressly reserved to the DECLARANT. Neither the DECLARANT, nor its successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the OWNER situated on any land covered by said utility easements. The Declarant, said utility companies and any such municipality or governmental agency shall have the right of ingress and egress upon and across the property for the installation, construction, repair and maintenance of any of the said utilities.

**ARTICLE III.  
COMMON AREAS**

1. All COMMON AREAS deeded and to be deeded to the Horseshoe Bend Homeowners Association shall be subject to the covenants, conditions and restrictions herein contained and subject to those exceptions and encumbrances set forth on Exhibit B attached hereto and incorporated herein.
2. Subject to the terms hereof, each OWNER and dependents and guests of each OWNER shall have a right and easement of use and enjoyment in and to the COMMON AREAS and such easement shall appurtenant to and shall pass with the title to every UNIT; provided, however, such easement shall not give any such person the right to make alterations, additions or improvements to the COMMON AREAS.
3. The rights and easements in the COMMON AREAS are subject, however, to the following:
  - (a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the COMMON AREAS (including limiting the number of guests of OWNERS);
  - (b) Subject to the affirmative approval of OWNERS entitled to cast two-thirds (2/3) of the votes of OWNERS, the right of the ASSOCIATION, to borrow money for the purpose of improving the COMMON AREAS and facilities and to mortgage the COMMON AREAS;
  - (c) The right of the ASSOCIATION to suspend the voting rights of any OWNER and to suspend the right of any individual to the use of any of the COMMON AREAS and/or common facilities for any period during which any assessment against a UNIT remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations.

**ARTICLE IV.  
MEMBERSHIP AND OWNERSHIP**

1. Every OWNER shall automatically be a member of the ASSOCIATION.
2. It is specifically understood that a portion of the RESIDENTIAL PROPERTY may be sold to the State of Texas pursuant to the Veteran's Land Board of the State of Texas program. The State of Texas shall not be responsible for payment of the annual assessment provided for herein. Instead, the veteran contracting to purchase any UNIT from the State of Texas shall be considered as the OWNER of any such UNIT, shall be considered a member of the ASSOCIATION, shall be personally responsible for payment of the annual assessment provided for herein and shall be entitled to cast all votes with respect to such UNIT. Execution of a Contract of Sale between a veteran and the Veteran's Land Board of the State of Texas for any UNIT shall signify that such veteran accepts, ratifies and will comply with the terms of this DECLARATION. In the event that the State of Texas forfeits the contract of sale with a veteran, neither the UNIT nor the State shall be liable for assessments past or present. However, when such UNIT is resold or placed under another contract of sale with the Veteran's Land Board of

the State of Texas, the UNIT and the new OWNER shall thereafter be subject to assessments in accordance with the terms hereof.

3. Subject to the provisions of this Article IV, each UNIT shall be owned by only one person or by two persons if they are husband and wife. An OWNER of a 100% interest in a UNIT may sell or transfer his interest in such UNIT at any time, whether during lifetime or at death, if the purchaser or transferee of 100% of the interest in such UNIT is either one person or two persons if they are husband and wife. An OWNER of an undivided fractional interest in a UNIT may sell or transfer, whether during lifetime or at death, his undivided fractional interest to the owner of another individual fractional interest and otherwise he may sell his undivided fractional interest only if all of the other OWNERS who own an undivided fractional interest in such UNIT join with such OWNER such that a 100% interest in such UNIT is sold or transferred to, or owned at the completion of the transfer or transfer by, one person or two persons if they are husband and wife: provided, however, an OWNER of a 100% interest in a UNIT, or an OWNER of an undivided fractional interest in a UNIT, may transfer his interest at death to such OWNER'S spouse and/or to any or more of his issue or to a trust for the benefit of such spouse and/or any one or more of his issue. Any purported transfer in violation of this paragraph by an OWNER (including but not limited to a transfer under the laws of descent and distribution which would, except for this Article IV, vest ownership of an undivided fractional interest in a person or persons other than an OWNER'S spouse or issue, and a transfer under a divorce or property settlement that would, except for this Article IV, vest ownership in two persons who are no longer husband and wife) shall be void and ineffectual, and shall not operate to transfer any interest or title to any purported transferee. For purposes of this Article IV, the term "issue" means all descendants of whatever degree of the named ancestor, including descendants both by blood and by adoption, providing the adoption is by court proceedings, the finality of which is not questioned by the adopting person, and the term "spouse" means the person to whom an individual is married and from whom such individual is not divorced.

4. An OWNER may permit the use of a UNIT by immediate family members and guests accompanied by immediate family members. However, the use of UNITS and COMMON AREAS by guests may be regulated by the ASSOCIATION which may promulgate rules and regulations as to the number of guests which may be permitted at any one time. An OWNER may lease his UNIT, provided that such lease shall not be for a term shorter than six (6) months and during the term of said lease, the tenant under the lease shall be deemed to be the OWNER for purposes of use of the COMMON AREAS and the OWNER shall not have the right to the use of the COMMON AREAS except as a guest of the tenant subject to all of the rules and regulations of the ASSOCIATION with respect to guests. Although a UNIT is leased, the OWNER shall remain liable for the assessments and shall retain the right to vote in the ASSOCIATION.

5. It is specifically understood that the holder of a contractual lien upon any UNIT may purchase such UNIT at a foreclosure sale notwithstanding the provisions of Article IV (3) or by virtue of a Warranty Deed in Lieu of Foreclosure of its lien and shall be referred thereafter as a FORECLOSURE PURCHASER. The FORECLOSURE PURCHASER shall not have the right to the use and enjoyment of the COMMON AREAS and the foreclosure purchaser shall not be members of the ASSOCIATION if such FORECLOSURE PURCHASER does not meet the

requirements of Article IV (3). A transfer by the FORECLOSURE PURCHASER must be in compliance with Article IV (3).

## **ARTICLE V. VOTING RIGHTS**

1. All OWNERS shall be entitled to one vote for each UNIT owned by an OWNER. When more than one person holds an interest in a UNIT, all such persons shall be members of the ASSOCIATION but the vote for such UNIT shall be exercised as they determine among themselves, but in no event shall there be more than one vote cast with respect to any UNIT.
2. An OWNER may cast an eligible vote in person or by proxy at any meeting of the ASSOCIATION.
3. No cumulative voting shall be permitted.
4. Any action of the ASSOCIATION or any consent or approval of the ASSOCIATION may be taken or deemed given if agreed to in writing by OWNERS entitled to cast the number of votes necessary to approve such action or to grant such consent or approval whether or not a meeting has been held or called.
5. Except as specifically set forth in this DECLARATION, notice, voting and quorum requirements for all actions to be taken by the ASSOCIATION shall be as set forth in its Articles of Incorporation and Bylaws, as same may be amended from time to time.

## **ARTICLE VI. POWERS OF THE ASSOCIATION**

The ASSOCIATION shall have the following powers which are exercisable within its sole discretion:

1. To enforce this DECLARATION either in its own name or in the name of any OWNER.
2. To maintain all COMMON AREAS and the facilities owned by the ASSOCIATION, and to promulgate such rules and regulations as it may deem advantageous for the use and enjoyment of the COMMON AREAS.
3. To authorize the BOARD to borrow money on behalf of the ASSOCIATION; provided that the borrowing of funds is approved and sanctioned by OWNERS entitled to cast two-thirds (2/3) of the votes of the OWNERS.
4. To construct and maintain improvements to COMMON AREAS.

5. To hire a manager to manage the affairs of the ASSOCIATION to the extent deemed desirable by the BOARD and to employ such other personnel as the BOARD determines to be necessary or desirable for the operation of the ASSOCIATION.
6. To expend its funds for the above-mentioned purposes and for such other purposes as said ASSOCIATION acting through its BOARD may deem advisable for the general welfare of the OWNERS.
7. To enhance the LAKE, which right includes the right to stock the LAKE with fish and to maintain the LAKE in such a manner as to produce good fishing from said LAKE and the right to cultivate and enhance other wildlife in the COMMON AREAS.
8. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the ASSOCIATION or the COMMON AREAS. The ASSOCIATION shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
9. To obtain and maintain in effect policies of insurance adequate, in the opinion of the BOARD, in kind and amount. Without limiting the generality of the preceding sentence, such policies of insurance shall include fire and extended coverage insurance on all improvements, bodily injury and property damage, liability insurance, worker's compensation insurance and such other insurance, including indemnity and other bonds, as the BOARD shall deem necessary.
10. To make, establish, promulgate, and in its discretion to amend or repeal and reenact such rules and regulations, not in contradiction of this DECLARATION, as it deems proper covering any and all aspects of its functions, including the use and occupancy of the COMMON AREAS and to interpret the terms of this DECLARATION. Each OWNER shall be entitled to examine such rules and regulations at any time during normal working hours at the principal office of the ASSOCIATION.

**ARTICLE VII.  
COVENANT FOR MAINTENANCE ASSESSMENTS**

1. **Creation of the Lien and Personal Obligation of Assessment.** By purchase of a UNIT, each OWNER is deemed to covenant and agree to pay to the ASSOCIATION annual assessments or charges, special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and individual special assessments levied against individual OWNERS to reimburse the ASSOCIATION for extra costs for maintenance and repairs caused by the willful or negligent act of an OWNER or his tenants, guests or invitees. Each such assessment, together with interest, costs and reasonable attorney's fees shall be the personal obligation of the OWNER at the time when the assessment was due, and shall also constitute a charge on and shall be a continuing lien upon each UNIT AGAINST WHICH SUCH ASSESSMENT WAS MADE.
2. **Purpose of Assessments.** The purpose of the assessments levied by the ASSOCIATION shall be for the enforcement of these covenants, conditions and restrictions, to permit the

ASSOCIATION to carry out and to exercise those powers and duties conferred upon the ASSOCIATION herein, to promote the recreation, health, safety and welfare of the residents of the PROPERTY and for the improvement and maintenance of the COMMON AREAS.

3. **Uniform Rate.** Both annual and special assessments shall be fixed, determined and collected by the BOARD at a uniform rate for each UNIT.

4. **Maximum Annual Assessment.**

(a) Effective January 1 of the year immediately following the conveyance of the COMMON AREAS to the ASSOCIATION, the Board may establish an annual assessment of no more than \$90.00 per UNIT.

(b) January 1 of the year immediately following the year in which the first assessments are established and in each year thereafter, the Board may increase the annual assessment applicable to the year commencing that January 1 by not more than 10% above the maximum annual assessment for the previous year without a vote of the OWNERS.

(c) The maximum annual assessment may be increased by more than 10% in any year if approved by a vote of two-thirds (2/3) of OWNERS of the ASSOCIATION who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) Unless and until otherwise set by the BOARD in accordance with the provisions hereof, the annual assessment for any year shall be at the same rate and amount as the preceding year.

(e) Any UNIT which is sold to an OWNER shall automatically become subject to the rate assessed other OWNERS as of January 1 of the year immediately following the year of acquisition; provided that, such assessment shall be payable only if and when assessments are otherwise accruing pursuant hereto.

5. **Date of Commencement of Annual Assessments.** The BOARD shall fix the amount of the annual assessment against each UNIT at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every OWNER subject thereto. The due dates shall be established by the BOARD. The ASSOCIATION shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the ASSOCIATION setting forth whether the assessments on a specified UNIT have been paid. A properly executed certificate of the ASSOCIATION as to the status of assessment on a lot is binding upon the ASSOCIATION as of the date of its issuance.

6. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the ASSOCIATION may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the COMMON AREAS, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of OWNERS entitled to cast two-thirds (2/3) of the votes of OWNERS. Such special assessments, if unpaid, shall be null and void as a lien upon such



UNIT in the event of a forfeiture by the Veterans Land Board of the State of Texas to such UNIT, or if such special assessment is levied during the time that said UNIT is in the state of forfeiture.

**7. Effect of Non-Payment of Assessments. The Personal Obligation of the Owner. The Lien. Remedies of Association.** Annual assessments shall be due and payable on or before the 1<sup>st</sup> day of January of each calendar year unless otherwise established by the BOARD and special assessments and individual special assessments shall be due when indicated by the BOARD.. If any assessment or any part thereof is not paid within thirty (30) days of its due date, it shall, together with interest at the lesser of the prime interest rate published in the Wall Street Journal on the first weekday of the year the said interest shall initially accrue or the maximum rate allowed by law and cost of collection thereof including reasonable attorneys fees incurred and court costs, thereupon becoming a continuing lien on the UNIT of the nonpaying OWNER WHICH SHALL BIND SUCH UNIT in the hands of the OWNER, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the OWNER to pay such assessments, however, shall remain his personal obligation and the lien for unpaid assessments shall be unaffected by any sale or assignment of a UNIT and shall continue in full force and effect except as otherwise provided in Article IV, paragraph 2 hereof. No OWNER may waive or otherwise escape liability for the assessment provided herein by nonuse of the COMMON AREAS or abandonment of his UNIT. If an assessment is not paid within thirty (30) days of its due date, the ASSOCIATION may, at its election, acting by its BOARD deny access to the COMMON AREAS to said OWNER, and/or bring an action of law against the OWNER personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the UNIT subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of action.

**8. Subordination of the Lien to Mortgages.** The lien securing the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon the UNITS subject to assessments; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, of such property pursuant to the terms and condition of any such deed of trust. Such sale shall not relieve such UNITS from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment except as otherwise provided in Article IV paragraph 2 hereof.

**ARTICLE VIII.  
LIMIT ON UNITS AND UNIT DESIGNATION**

1. There shall not exist more than 250 UNITS on the PROPERTY; provided that, if any of the UNITS subject to paragraph 3 of this Article VIII are subdivided pursuant to the terms of said provision so that said UNITS become two UNITS they shall nevertheless be counted as one UNIT for purposes of this limitation.

2. Any OWNER who acquires more than one LOT shall be deemed to have elected to have each LOT treated as a separate UNIT for all purposes of this DECLARATION unless any of the following conditions are met:

- (a) The deed from HORSESHOE BEND, INC. to OWNER establishes two or more LOTS being conveyed as a single UNIT.
- (b) The lots or portions of lots being conveyed are described in the deed from HORSESHOE BEND, INC. to OWNER in a metes and bounds legal description as one tract of land in which case the property shall be designated as one UNIT.
- (c) The OWNER makes an election in writing filed with the ASSOCIATION and in the Real Property Records of Wood County, Texas electing to have one or more LOTS owned by such OWNER designated as a single UNIT. OWNER can make the election only with respect to contiguous LOTS.

If any of the above conditions apply and one or more contiguous LOTS are designated as a single UNIT for purposes of this DECLARATION, the UNIT made up of two or more LOTS shall be subject to one assessment as a UNIT and the OWNER thereof shall have one vote for that UNIT regardless of how many LOTS comprise the UNIT. However, by designating more than one LOT as a single UNIT, the OWNER agrees that the combined UNIT cannot thereafter be subdivided unless the tract consists of five or more acres in which event Article VIII, Section 3 as amended herein must be complied with. The OWNER further agrees that the LOTS making up the UNIT cannot be sold to separate OWNERS but for all purposes thereafter all of the LOTS comprising the UNIT must be treated and sold together as if they were one LOT. If an owner does not elect to treat contiguous LOTS as a single UNIT each LOT shall be a UNIT and shall be subject to an assessment as provided herein and the OWNER shall be entitled to one vote for each such LOT. In the event the combined UNIT consists of five or more acres, it may be subdivided one time only pursuant to the amendment herein of Article VIII, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Horseshoe Bend Homeowners Association.

3. Any UNIT consisting of five acres or more may be subdivided into not more than two separate UNITS; provided that, neither of the subdivided UNITS shall contain less than one (1) acre. In order to subdivide a five acre UNIT pursuant hereto, the OWNER shall file a metes and bounds description or a plat in the Real Property Records of Wood County, Texas setting out the boundaries of each subdivided UNIT and shall also deliver a copy thereof to the ASSOCIATION. After said subdivision, each subdivided UNIT shall be considered to be a separate UNIT for all purposes hereof and may not thereafter be subdivided again. Each such UNIT shall be subject to separate assessment and each such UNIT shall be entitled to one vote.

## **ARTICLE IX. ARCHITECTURAL CONTROL**

There shall be an Architectural Committee composed of a minimum of three (3) owners. The ARCHITECTURAL COMMITTEE or the ASSOCIATION must approve the plans and location for any dwelling or building built on the PROPERTY and the plans and location for any dock or pier to be constructed in connection with UNITS contiguous to the lake, and any fences,

retainage walls and other matters which are subject to the approval of the ASSOCIATION or the ARCHITECTURAL COMMITTEE pursuant to the terms hereof.

The Board of Directors may replace and/or change members of the ARCHITECTURAL COMMITTEE and may set rules and regulations governing all matters which are subject to its review or approval and make all decisions delegated to it in accordance with this Article IX or pursuant to or as set forth in any other provision of this DECLARATION.

A copy of the plans and specifications for any dwelling, structure, building, dock, pier, fence, retainage wall or other matter which requires the approval of the ARCHITECTURAL COMMITTEE shall be furnished to the ARCHITECTURAL COMMITTEE at an address provided by the Committee or the ASSOCIATION. In the event that the ARCHITECTURAL COMMITTEE fails to approve or disapprove said plans and specifications within thirty (30) days after the submission thereof, said plans and specifications shall be deemed to have been approved. Neither the members of the ARCHITECTURAL COMMITTEE nor its designated representatives shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of actions taken by the ARCHITECTURAL COMMITTEE pursuant to the terms hereof. Whenever it deems appropriate the ARCHITECTURAL COMMITTEE may hire professionals to assist it in performing its responsibilities hereunder and all costs incurred by the ARCHITECTURAL COMMITTEE in performing said responsibilities shall be paid by the ASSOCIATION.

## **ARTICLE X. USE RESTRICTIONS AND OBLIGATIONS**

1. **Non-Commercial Use.** No part of the PROPERTY shall be used for any commercial purpose. Nothing herein, however, shall be construed to prevent an OWNER from engaging in the raising of fruit, vegetables, orchards, gardens or rendering professional services of a purely personal nature as long as services do not attribute to a UNIT or any improvements thereon any appearance of a commercial use. Horse raising and breeding, subject to subsection 6(A) of this Article, are, for purposes of these restrictions, not considered to be of a commercial nature.

2. **Subdividing.** There shall be no subdividing of a UNIT other than as permitted in paragraph 3 of Article VIII.

3. **Type of Buildings Permitted.**

(a) All UNITS shall be used for residential purposes only with only one detached single family dwelling to be built on a UNIT. The plans for any dwelling or building shall be approved by the ARCHITECTURAL COMMITTEE before construction can begin.

(b) All dwellings shall be constructed of brick, stone, masonry or wood. Any other materials to be used in the outer construction of dwellings must have the approval of the ARCHITECTURAL

COMMITTEE. All buildings and structures shall be completed within one hundred eighty (180) days from the commencement of the construction thereof.

(c) Any dwelling for human habitation, whether to be inhabited on a full-time or part-time basis, shall have a minimum of 900 square feet of heated and cooled area.

(d) Garages or carports shall not be allowed to open toward a street upon which the dwelling fronts. Carports shall be so constructed as to completely shield contents from view from a street. Garages or carports shall be of the same construction and exterior finish as the house.

(e) No houses may be moved onto a UNIT.

(f) No unpainted metal or fiberglass structures shall be placed on a UNIT.

(g) No tent or temporary structure of any character may be constructed, maintained, or permitted to remain on any UNIT, other than for camping on a UNIT for a period no longer than seventy-two (72) hours. Camping and recreational vehicles may not remain upon a UNIT for more than fifteen (15) days out of any calendar month unless the same is uninhabited, is at least 75 feet from the lake and road, and 25 feet from side boundaries and there is a permanent dwelling on the unit.

(h) No buses, tents, shacks, railroad box cars or other similar dwellings shall be permitted upon the PROPERTY. No improvements for human habitation shall be permitted which do not include bathroom facilities and septic systems.

(i) No manufactured homes or mobile homes shall be permitted upon any UNIT.

(j) Any house constructed on a pier and beam foundation must be underpinned with brick, stone, masonry, or wood. Any other materials to be used for underpinning must have the approval of the ARCHITECTURAL COMMITTEE.

(k) Any type of storage building must be set back a minimum of 75 feet from the lake, 75 feet from the road and 25 feet from side property lines.

(l) All reasonable efforts must be made to utilize available natural barriers, including trees, to minimize the building's line of site exposure to the lake or any road.

(m) Storage buildings built on UNITS without a dwelling shall be painted in such a way as to blend with nature, as far as possible, preferably in tones of brown or green.

(n) Storage buildings which are built on units that do not have an existing permanent dwelling may not have any of the following:

- (1) Indoor plumbing
- (2) Permanent heating or cooling systems
- (3) Toilet facilities
- (4) Cooking facilities

(o) Any building, including storage buildings, under 900 square feet may not be used as a dwelling for permanent habitation.

#### 4. **Lake Units.**

(a) No timber having a diameter at breast height (D.B.H.) of 10" or more shall be cut within twenty-five (25) feet of the LAKE unless approved by the ARCHITECTURAL COMMITTEE. With the approval of the ARCHITECTURAL COMMITTEE, trees may be removed within said twenty-five feet area for purposes of ingress to and from the LAKE with said pathway to be no more than twelve feet in width.

(b) UNITS contiguous to the LAKE shall have control of the land to the edge of the lake wherever it may be from time to time. Each OWNER of a UNIT contiguous to the LAKE shall have the right to construct a dock or pier which may extend up to thirty feet (30') beyond the LAKE edge when the LAKE is at spillway level if said dock or pier has been approved by the ARCHITECTURAL COMMITTEE.

#### 5. **Fences.**

(a) There shall be no fences within 100 feet of the LAKE.

(b) Fencing and retainage walls on UNITS of 5 acres or less must be approved by the ARCHITECTURAL COMMITTEE.

(c) No trees shall be used as fence posts for the purpose of building fences and no wire can be attached to any trees.

(d) Any fences which front on Texas Farm Road 2088 or Texas Farm Road 2869 shall be subject to approval by the ARCHITECTURAL COMMITTEE.

#### 6. **Animals.**

(a) Horses and cattle may be kept and maintained on said land in numbers not to exceed one (1) animal per one (1) acre of land in said UNIT.

(b) No swine, commercial livestock, commercial kennels or commercial poultry operation shall be permitted.

(c) The ASSOCIATION may promulgate such rules and regulations concerning pets and animals as the ASSOCIATION may deem advantageous for the enjoyment and safety of UNITS.

7. **Sanitation and Sewage.**

No outside toilets shall be permitted; and except with the prior approval of the ARCHITECTURAL COMMITTEE, all septic tanks located on the PROPERTY shall have a minimum capacity of seven hundred (700) gallons and shall have two hundred and fifty (250) feet of field line four inches in diameter or more, which line shall run on grade and shall be installed in ditches two (2) feet or wider containing seven yards of slag or washed gravel per one hundred feet of line. No septic tank or field lines shall be permitted to empty into a stream or spring located on the PROPERTY. In addition, the ARCHITECTURAL COMMITTEE shall have the power to adopt other requirements to the extent it deems necessary or desirable because of the configuration of a particular LOT or otherwise to protect the natural habitat and purity of the LAKE. Under no circumstances shall any sewage system allow raw sewage to be deposited in the LAKE or onto the surface of the ground, and all such systems shall be installed in conformance with the laws of the State of Texas, and of Wood County and all other governmental rules and regulations and must be approved by the ARCHITECTURAL COMMITTEE before installation begins. Any other sewer or sanitation systems and any deviation from the requirements hereof shall also be subject to approval of the ARCHITECTURAL COMMITTEE.

8. **Nuisance.**

No owner shall permit the use of his lot to constitute a nuisance. Noxious, obnoxious, noisy, unsightly or otherwise offensive objects or activities specifically including vehicle repairs and littering, shall not be permitted, nor shall anything be permitted that may be an unreasonable annoyance or nuisance to other OWNERS.

9. **Hunting.**

All of this property shall be designated as a game preserve. No hunting of any kind will be permitted and no firearms, explosives, fireworks or arrows shall be used, shot or discharged except in such areas as may be designated by the ASSOCIATION for such use, shooting or discharge.

10. **Lake Usage.**

- (a) No water skiing or jet skis will be permitted at any time upon the LAKE.
- (b) Boats shall not be driven at a speed in excess of 10 M.P.H. upon the LAKE.
- (c) No dumping of any materials is permitted into the LAKE.
- (d) No stationary rafts shall be permitted on the LAKE.
- (e) No trotlines shall be permitted on the LAKE and no netting or commercial fishing shall be allowed.

(f) No boats shall be launched from a trailer except from boat launching areas located on the COMMON AREAS.

**11. Roads.**

All roads as designated on a recorded plat of all or a portion of the PROPERTY shall be dedicated to the public.

**12. Trucks.**

No trucks larger than one (1) ton shall be permitted to park overnight upon a UNIT.

**13. Setback Locations.**

The setback lines for building along UNITS fronting on the LAKE shall be fifty (50) feet from the lake and fifty (50) feet from the center of the road and side yard setbacks shall be twenty-five (25) feet unless otherwise provided in the deed. The setback lines for building on all other UNITS (with the exception of LITTLE CYPRESS UNITS) shall be fifty (50) feet from the center of the road and setbacks from all other boundaries shall be twenty-five (25) feet unless otherwise provided in the deed. The setback lines for building on LITTLE CYPRESS UNITS shall be thirty-five (35) feet from the road and ten (10) feet from all other boundaries. The ARCHITECTURAL COMMITTEE shall have the authority to vary setback requirements on all UNITS. These setback requirements apply to all buildings except as noted in Article X, Paragraph 3(k) with regard to storage buildings.

**14. Irrigation.**

No irrigation of any kind will be permitted from the LAKE, or any creek or any other body of water that is located on the PROPERTY; provided that, the ASSOCIATION shall have the right to use water from the LAKE to irrigate the COMMON AREAS.

**15. Water System.**

The water system serving the property shall be owned by Sharon Water Supply, Inc., its successors and assigns.

**16. Harvesting of Timber.**

Timber removed from any UNIT shall be removed by a buncher feller. Timber sold for commercial purposes shall be marked by a registered professional forester approved by the ASSOCIATION and shall not be sold less than 12" in diameter at breast height (D.B.H.). However, OWNER shall have the right to selectively thin pulpwood size timber to enhance the growth of remaining timber. Such thinning shall be under the supervision of a professional forester but under no circumstances shall any clear cutting be permitted nor shall more than fifty percent (50%) of the timber be removed from any UNIT. The name of the graduate public

forester shall be submitted to the ASSOCIATION and approval or disapproval shall be given within ten (10) days of such submission. Failure to approve or disapprove within such ten-day period shall be deemed to be an approval by the ASSOCIATION. If the ASSOCIATION disapproves a forester submitted to it, the ASSOCIATION shall provide the names of three foresters within a one hundred-mile radius whom they do approve of to select from. No approval is required for the removal of timber for driveways, houses, yards or gardens provided the area to be cleared does not exceed one acre of land or seventy percent (70%) of the size of the UNIT, whichever is smaller.

17. **Garbage.**

All refuse, rubbish, trash, garbage or waste shall be kept, disposed of or removed in a sanitary manner. All household refuse and rubbish, trash, garbage or waste shall be kept in closed containers and shall be removed from the property at least once a month. Non-household refuse, rubbish, trash, garbage or junk, other than dead leaves and fallen limbs, shall not be permitted to remain exposed on a UNIT.

18. **Units Adjacent to Public Roads.**

OWNERS of UNITS contiguous to Texas Farm Road 2088 or Texas Farm Road 2869 may not use said roads for purposes of ingress and egress to and from their property and will use the main entrance to the property with the exception of a maximum of four (4) UNITS created by Horseshoe Bend, Inc. fronting on Texas Farm Road 2869 that do not front on any interior road within the PROPERTY. The OWNERS of any such UNITS created by Horseshoe Bend, Inc. shall have the right to use Texas Farm Road 2869 for ingress and egress.

19. **Fires.**

Any outdoor fire shall be built in a safe manner. All fireplaces, whether inside a building or outdoors, shall have an operationally approved spark screen covering the top of the chimney. No condition which creates a fire hazard shall be permitted on a UNIT.

20. **Strip Mining.**

There shall be no strip mining of gravel or other surface minerals from a UNIT.

21. **Signs.**

No signs of any character shall be allowed on any UNIT except the following:

- 1) One 911 address sign, one name sign, or a combination of the two, posted at the entrance of the property, in order to facilitate locating the property. The sign(s) should not exceed five (5) square feet in size and should be hung from or mounted on a post.
- 2) One sign of not more than five (5) square feet, advertising the property for sale or rent by the owner or realtor. Directional signs are not permitted.



- 3) Any person or entity engaged in construction within Horseshoe Bend shall, with the property owner's permission, have the right during construction, to post one sign of not more than five (5) square feet advertising their company name.
- 4) A professional sign of not more than two (2) square feet in size indicating the use of a home security system.
- 5) Horseshoe Bend Homeowners Association public service signs, i.e., Burn Bans and Security Surveillance Camera signs, the Horseshoe Bend entrance sign, Lake Rules at the Common Area, and fishing reports.

Lighting of any sign shall be restricted to solar, or no more than 12-volt electrical.

## **22. Drainage.**

Neither construction nor any other activity on any UNIT shall substantially interfere with the natural drainage of water over and across the UNIT nor shall significantly divert the flow of water over and across the UNIT unless said interference or diversion has been approved by the ARCHITECTURAL COMMITTEE in writing. All streams or springs located on any portion of the PROPERTY shall be left in their natural state in order to preserve the purity and level of the LAKE.

## **23. No Fees.**

There shall be no fees charged to OWNERS or their families for use of the COMMON AREAS.

24. **No commune**, cooperative or similar type of living arrangement and no time-share arrangements shall be permitted.

## **ARTICLE XI. REPAIR AND MAINTENANCE OBLIGATIONS OF OWNERS**

Each OWNER shall be responsible, at his sole cost and expense, for maintaining, repairing, replacing and keeping in reasonably presentable condition all portions of any improvements located on his UNIT including but not limited to all residences, docks, piers, outbuildings and fences.

In the event that any OWNER shall fail to so maintain or repair any improvements on his UNIT within a reasonable time after notice from the ASSOCIATION that said improvements have not been maintained, repaired, restored or kept in accordance with the provisions of this DECLARATION, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, the ASSOCIATION shall have the right to enter upon any UNIT to cause the improvements to be repaired, maintained, restored or removed and each OWNER hereby covenants and agrees to repay to the ASSOCIATION the cost thereof

immediately upon demand. Failure of any OWNER to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

**ARTICLE XII.  
DURATION AND AMENDMENT**

The covenants, conditions and restrictions of this DECLARATION shall run with and bind the PROPERTY for a term of twenty (20) years from May 9, 1986, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument executed by OWNERS entitled to cast a majority of the votes of the ASSOCIATION is recorded, agreeing to abolish this DECLARATION in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change. This DECLARATION may be amended by an instrument signed by not less than the number of OWNERS entitled to cast seventy-five percent (75%) of the votes of the ASSOCIATION. Any Amendment must be recorded.

**ARTICLE XIII.  
ANNEXATION**

There shall be no additional property which shall become subject to the terms and conditions of this DECLARATION. The owners of lots which are a part of UNIT NO. ONE, LITTLE CYPRESS DEVELOPMENT CORPORATION may elect to become members of the ASSOCIATION and be thereafter considered a UNIT as described herein and be subject to the covenants, conditions and restrictions herein contained, including assessments, by the filing of a notice of intent in the Real Property Records of Wood County, Texas and in the event this DECLARATION is in conflict with the Dedication and Restrictions of Unit No. One of Little Cypress Development Corporation, dated April 2, 1974, recorded at Vol. 679, Page 606, Deed Records, Wood County, Texas, then the said restrictions of Unit No. One, Little Cypress Development Corporation shall prevail concerning the matter or matters in conflict and all other provisions of this DECLARATION shall remain in full force and effect.

**ARTICLE XIV.  
GENERAL PROVISIONS**

1. **Enforcement.**

The DECLARANT, ASSOCIATION, or any OWNER, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this DECLARATION. Failure by the DECLARANT, ASSOCIATION or by any OWNER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. **Severability.**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

3. **Notices.**

Any notice required to be given to any member or OWNER under the provisions of this DECLARATION shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as member or OWNER on the records of the ASSOCIATION at the time of such mailing. Any notice or copies of any plans or specifications to be furnished to the ASSOCIATION or the ARCHITECTURAL COMMITTEE shall be furnished to it by personal delivery to an officer of the ASSOCIATION or mailed by certified mail to 197 CR 4550, Winnsboro, TX 75494 or to such other address established by written notice thereof furnished to each OWNER.

4. **Disputes.**

Matters of dispute or disagreement between OWNERS with respect to interpretation or application of the provisions of this DECLARATION or the Bylaws, shall be determined by the BOARD which determination shall be final and binding upon all OWNERS.

5. All OWNERS agree that all legal actions brought by or against the ASSOCIATION or any actions brought in connection with this DECLARATION shall be brought in Wood County, Texas.

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2007.

HORSESHOE BEND HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_, President

THE STATE OF TEXAS  
COUNTY OF WOOD

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2007 by \_\_\_\_\_, President, HORSESHOE BEND HOMEOWNERS ASSOCIATION.

\_\_\_\_\_  
Notary Public in the  
State of Texas

**EXHIBIT "A"**

Being 651.6 acres of land Lying in the E. Rehorse HR Survey, Abstract No. 487, and the John Delap Survey, Abstract 153 in Wood County, Texas, said tract being a part of a 708.4 acre tract as described by deed of record in Volume 639, Page 463 of the Deed Records of Wood County, Texas, said 651.6 acre tract being more particularly described as follows:

BEGINNING at a concrete monument on the East ROW line of Farm to Market Road 2869, said monument being N 66° 28' E, 50 feet from Engineer's Survey Line Station 314+50 on said highway;

THENCE S 23° 32' E, 611.21 feet with the East ROW line of said highway to the Point of BEGINNING of the herein described tract;

THENCE East, 845.97 feet to a point for corner;

THENCE North, 1296.25 feet to a point for corner on the South ROW line of Farm to Market Road 2088, said point being S 34° 17' 22" E, 50 feet from Engineer's Survey Line Station 246+15.04 on said highway;

THENCE in a Northeasterly direction with the South ROW line of said highway, the course of which is:

N 55° 42' 38" E, 184.96 feet to a point for corner;

N 52° 50' 53" E, 100.12 feet to a point for corner;

N 55° 42' 38" E, 1400.00 feet to a point for corner;

N 52° 50' 53" E, 100.12 feet to a point for corner;

N 55° 42' 38" E, 1203.65 feet to a point for corner;

N 64° 14' 28" E, 101.12 feet to a point for corner;

N 55° 42' 38" E, 100.00 feet to a point for corner;

N 50° 00' 00" E, 100.50 feet to a point for corner;

N 55° 42' 38" E, 1082.64 feet to a point for corner;

N 59° 29' 27" E, 85.17 feet to the occupied most Northern corner of the herein described tract, said point being S 00° 32' 11" W, 128.08 feet from a ½" iron pipe on the North ROW line of Farm to Market Road 2088, said point also being on the East boundary line of the E. Rehorse Survey, A487; THENCE in a Southerly direction along the occupied East boundary line of said Survey, the course of which is:

S 05° 00' 10" W, 37.14 feet to a point for corner;

S 00° 24' 16" W, 328.30 feet to a point for corner;

S 00° 22' 55" E, 409.78 feet to a point for corner;

S 00° 02' 20" W, 352.87 feet to a point for corner at the most Northern NWC of the John Delap Survey, A153; THENCE in a Easterly direction along the occupied North boundary line of said Survey, the course of which is:

S 89° 56' 23" E, 858.75 feet to a point for corner;

S 89° 57' 52" E, 388.70 feet to a point for corner;

N 89° 43' 17" E, 264.73 feet to a 6" x 6" wood fence post for a corner at the most Northern NEC of the John Delap Survey, A153;

THENCE S 00° 18' 17" W, along the occupied East boundary line of said Survey at 318.85 feet past a 3/8" iron rod and continue along said bearing for a total distance of 1159.54 feet to a point for corner;

THENCE S 01° 09' 26" E, 80.83 feet along the occupied EBL of said Survey to a 4" x 4" concrete post for a corner;

THENCE continuing in a Southerly direction along the occupied EBL of said Survey, the course of which is:

S 01° 11' 43" W, 342.56 feet to a point for corner;

S 00° 04' 20" W, 896.13 feet to a point for corner;

S 00° 49' 45" W, 340.93 feet to a point for corner;

S 00° 28' 12" W, 397.84 feet to a point for corner;

S 00° 02' 06" W, 716.10 feet to a point for corner;

S 00° 28' 44" W, 811.20 feet to a point for corner;

S 00° 15' 14" W, at 878.03 feet past a 5/8" iron rod at a fence corner, and continue along said bearing for a total distance of 914.67 feet to a point for corner at the SEC of said Survey, said corner also being the SEC of the herein described tract;

THENCE S 89° 45' 37" W, along the occupied South boundary line of said Survey at 487.93' past a 1/2" iron pipe and continue along said bearing for a total distance of 1307.18 feet to a point for corner;

THENCE continuing in a Westerly direction along the occupied SBL of said Survey, the course of which is:

S 89° 52' 58" W, 969.30 feet to a point for corner;

S 89° 40' 47" W, 1003.89 feet to a point for corner;

N 89° 46' 03" W, 374.84 feet to a point for corner;

S 88° 41' 30" W, 385.01 feet to a point for corner;

S 87° 31' 00" W, 647.19 feet to a point for corner on the East ROW line of Farm to Market Road 2869, said point being N 47° 56' 58" E, 106.62 feet from a concrete monument on the West ROW line of highway;

THENCE N 23° 32' 00" W, 168.54 feet with the East ROW of said highway to point for corner;

THENCE N 66° 28' 0" E, 1043.80 feet to a point for corner;

THENCE N 23° 32' 00" W at 410.21 feet past a 2" iron pipe, and continue along said bearing for a total distance of 1041.67 feet to a point for corner;

THENCE S 66° 28' 00" W, 1043.80 feet to a point for corner on the East ROW line of Farm to market Road 2869;

THENCE in a Northwesterly direction with the East ROW line of said highway, the course of which is:

N 23° 32' 00" W, 655.42 feet to a point for corner;

N 15° 00' 09" W, 101.12 feet to a point for corner;

N 23° 32' 00" W, 200.00 feet to a point for corner;

N 29° 14' 38" W, 100.50 feet to a point for corner;

N 23° 32' 00" W, 300.00 feet to a concrete monument for a corner, said monument being N 66° 28' E, 55 feet from Engineer's Survey Line Station 301+00 on said highway; THENCE continuing in a Northwesterly direction with the East ROW line of said highway, the course of which is: N 14° 49' 53" W, 100.74 feet to a point for corner; N 23° 32' 00" W, 200 feet to a point for corner;

N 34° 50' 36" W, 101.98 feet to a concrete monument for corner, said monument being N 66° 28' E, 50 feet from Engineer's Survey Line Station 305+00 on said highway;

THENCE N 23° 32' 00" W, 338.99 feet with the East ROW line of said highway to the Point of BEGINNING and containing 651.6 acres of land.

SAVE AND EXCEPT all of UNIT NO. ONE, LITTLE CYPRESS DEVELOPMENT CORPORATION SUBDIVISION as per plat, dedication and restrictions recorded at Vol. 679, pages 606 et seq., Deed Records, Wood County, Texas.

**EXHIBIT "B"**

1. Vendor's Lien as described in a Warranty Deed from Little Cypress Development Corporation to David M. Mason, Trustee, dated 9/17/85, recorded at Vol. 987, Page 573, Real Property Records, Wood County, Texas and further described in a Deed of Trust from David M. Mason, Trustee to Ewing Adams, Trustee for the benefit of Little Cypress Development Corp. dated 9/17/85, recorded at Vol. 987, Page 585, Real Property Records, Wood County, Texas.
2. Easement of Right-of-Way dated April 2, 1974 from Walter Hanson to Wood County Electric Cooperative, Inc., recorded in Vol. 680, Page 157, Deed Records, Wood County, Texas.
3. Easement for Highway purposes dated November 8, 1973, from Little Cypress Development Corporation to State of Texas recorded in Vol. 674, Page 532, Deed Records, Wood County, Texas.
4. Easement for Highway purposes dated November 8, 1973, from Little Cypress Development Corporation to State of Texas, recorded in Vol. 674, Page 540, Deed Records, Wood County, Texas.
5. Easement dated June 30, 1955 from Walter Hanson to State of Texas recorded in Vol. 410, Page 135, Deed Records, Wood County, Texas.
6. Right-of-Way dated \_\_\_\_\_ from Walter Hanson to State of Texas recorded in Vol. 410, Page 149, Deed Records, Wood County, Texas.
7. Restrictions and reservations as recited in Warranty Deed dated September 17, 1985, from Little Cypress Development Corporation to David M. Mason, Trustee, as recorded in Volume 987, page 578, Real Property Records, Wood County, Texas.
8. Mineral Reservations as described in a Warranty Deed from John H. Harvey and wife, Eudora M. Harvey, to Wm. Hutchison, dated January 13, 1941, recorded in Vol. 197, Page 82, Deed Records, Wood County, Texas.
9. Mineral Reservations as described in a Warranty Deed from W. Hutchison to L. F. Brawley and G. H. Brawley, dated January 21, 1942, recorded at Vol. 212, Page 97, Deed Records, Wood County, Texas.
10. Mineral Reservations as described in a Warranty Deed from L. L. Brawley et al to L. F. Long, dated January 27, 1951, recorded in Vol. 351, page 238, Deed Records, Wood County, Texas.
11. Mineral Reservation as described in a Warranty Deed from L. F. Long and wife to Walter Hanson, dated January 27, 1957 recorded in Vol. 391, Page 432, Deed Records, Wood County, Texas.
12. Mineral Reservation as described in a Warranty Deed from Walter Hanson and wife, Beverlee Hanson, to Little Cypress Development Corporation, dated August 3, 1971, recorded in Vol. 412, Page 553, Deed Records, Wood County, Texas.

13. Mineral Reservation as described in a Warranty Deed dated August 20, 1985, from Walter Hanson to Beverlee Hanson, recorded in Volume 983, Page 388, Real Property Records, Wood County, Texas.
14. Declaration of Covenants, Conditions and Restrictions for Horseshoe Bend, Inc., May 9, 1986, recorded in Volume 1020, Page 622, Real Property Records, Wood County, Texas, as amended.
15. By-Laws of Horseshoe Bend Homeowners Association, filed October 5, 1989, in Volume 1176, Page 671, Real Property Records, Wood County, Texas, as amended.
16. Amendment to Declaration of Covenants, Conditions and Restrictions for Horseshoe Bend, Inc., recorded in Volume 1386, Page 836, Real Property Records, Wood County, Texas, on May 16, 1994.
17. Amendment to Declaration of Covenants, Conditions and Restrictions for Horseshoe Bend, Inc., recorded in Volume 1411, Page 600, Real Property Records, Wood County, Texas, on November 10, 1994.
18. Amendment to Declaration of Covenants, Conditions and Restrictions for Horseshoe Bend Homeowner's Association, Article VI, Section 1, recorded in Volume 1414, Page 692, Real Property Records, Wood County, Texas, on December 7, 1994.
19. Amendment to Bylaws of Horseshoe Bend Homeowners Association, Article 7, Paragraph 2, recorded in Volume 1583, Page 303, Real Property Records, Wood County, Texas, on November 10, 1997.
20. Amendment to Declaration of Covenants, Conditions and Restrictions for Horseshoe Bend Homeowners Association, Article X, Paragraph 13, recorded in Volume 1632, Page 585, Real Property Records, Wood County, Texas, on September 29, 1998.
21. Horseshoe Bend Homeowners Association, Article X, Paragraph 3(a), 3(e), 3(f); Article X, Paragraph 10(d); Article XII; Article XIV, Paragraph 5, recorded in Volume 1976, Page 769, Real Property Records, Wood County, Texas, on January 28, 2004.
22. Amendment to Declaration of Covenants, Conditions and Restrictions for Horseshoe Bend Homeowners Association, Article X, Paragraph 21, recorded in Volume 2162, Page 286, Real Property Records, Wood County, Texas, on May 22, 2006.
23. Declaration of Covenants, Conditions and Restrictions for Horseshoe Bend Homeowners Association, recorded in Volume 2265, Page 303, Real Property Records, Wood County, Texas, on September 6, 2007, as amended.
24. Bylaws of Horseshoe Bend Homeowners Association, recorded in Volume 2265, Page 326, Real Property Records, Wood County, Texas, on September 6, 2007, as amended.