

JHM:pw 6/14/75

FILED
ERNEST CHRISTIAN
COUNTY CLERK

MAY 23 4 59 PM '75

SMITH COUNTY, TEXAS

Ernest Christian
DEPUTY

VOL 1531 PAGE 762

8283

RESTRICTIVE COVENANTS

CUMBERLAND RIDGE UNITS V, VI AND VII.

THE STATE OF TEXAS 0
COUNTIES OF SMITH 0
and CHEROKEE 0

KNOW ALL MEN BY THESE PRESENTS:

THAT WILLIS PROPERTIES, INC., hereinafter called "Developer" does hereby impose the following covenants, restrictions, conditions, easements, charges and liens upon the real property more particularly described as Cumberland Ridge, Units V, VI and VII, suburban additions located in Smith and Cherokee Counties, Texas more particularly set out and described on the plats of such subdivision of record in Plat Records of Smith County, Texas, in Volume 7, pages 8, 9 and 10, respectively, to-wit:

1. Definitions. The following words when used in this instrument (unless otherwise indicated) shall have the following meanings:

a. Developer shall mean and refer to Willis Properties, Inc., or any predecessor or successor corporation thereof through merger, consolidation or change of name, and shall likewise refer to any purchaser of all or substantially all of Cumberland Ridge, Units V, VI and VII.

b. Lot shall mean and refer to any numbered plot of land shown on the recorded subdivision plats of Cumberland Ridge, Units V, VI and VII, but shall not include streets, parks, greenways, esplanades and common use areas shown on said plats and identified by letters.

c. Owner shall mean and refer to the record owner, whether one or more person or entity of the fee title to any lot in the subdivision, including purchasers under contract from Developer but notwithstanding any theory of mortgage, shall not mean or refer to the Trustee or mortgagee in a mortgage or Deed of Trust but shall include any mortgagee or other person who shall acquire fee title pursuant to foreclosure or other proceeding in lieu of foreclosure.

2. Assessments, Liens. Developer will cause to be incorporated under the laws of the State of Texas, a non-profit corporation for the purpose of promoting the recreation, health, safety and welfare of owners of lots in said subdivision and future units thereof, and for the purpose of maintaining and administering the streets, parks, greenways, esplanades, and common use areas shown or to be shown on the plats of said subdivision, and administering and enforcing the covenants, restrictions and conditions contained thereon, and collecting and disbursing the assessment and charges herein authorized. Each and every owner or owners of any lot within this subdivision by the acceptance of a deed or other conveyance of such lot shall be deemed to covenant and agree to pay to such corporation such assessments or charges

TRUE & CORRECT
COPY OF ORIGINAL
FILED IN SMITH COUNTY
CLERK'S OFFICE

1531 PAGE 763

as may be fixed, established and collected from time to time as provided herein, and in the Bylaws of such corporation. Such assessments, together with interest thereon, and costs of collection thereof shall be and constitute a charge and a continuing lien upon the property against which each such assessment is made, and shall also be the personal obligation of each and every owner of such property at the time when such assessment fell due. Such assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the subdivision. Pending incorporation of such non-profit corporation, Developer shall exercise the rights and obligations of such corporation with respect to enforcement of restrictions imposed hereby. In lieu of securing such incorporation, Developer may designate the Cumberland Ridge Homeowners Association, Inc. a non-profit corporation, as the entity contemplated by the terms and provisions of this paragraph, subject, however, to the express acceptance of such obligation by said corporation.

It is specifically provided that no monthly assessment shall be due or payable prior to the month beginning June 1, 1975, and the initial maximum monthly assessment shall be \$8.00 per lot.

It is further provided that the lien securing any assessment, as provided for herein, shall be subordinate to the lien of any mortgage and any renewals or extensions thereof, if all assessments applicable to the premises covered by such mortgage, and all payments thereon, are current at the time of execution of such mortgage.

It is further provided that all unimproved lots owned by Developer shall be free of any such assessments until such time as any particular lot is sold by Developer for individual use. Sale at one time of all or substantially all of the developed lots owned by Developer within the subdivision shall not constitute a sale to the individual user so as to commence the application of the provision for assessments with respect to such lots. Any sale by Developer to a person, firm or corporation engaged primarily in the residential construction business shall not constitute a sale for individual use until such time as such lot is again sold for individual use or actually occupied as a residence.

3. Architectural Control Committee. No building, boathouse, fence, wall or other structure shall be commenced, erected, altered, changed or maintained upon any lot in said subdivision until the details, plans and specifications thereof shall have been submitted to and approved in writing as to harmony of external design, materials and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three representatives appointed by Developer for service up to and including the year 1977 and thereafter by the non-profit corporation provided in Paragraph 2 hereof. In the event the committee fails to approve or disapprove any such details, plans or specifications within fifteen (15) days after submission to it, or in any event if no suit to enjoin has been commenced prior to the completion thereof, approval will not be required and this article will be deemed to have been fully complied with.

4. Removal of Trees. No trees in excess of eight inches in diameter measured twelve inches from the ground shall be removed except as required in the furnishing of utility services and for foundation and driveway site requirements and except as authorized by the Architectural Control Committee.

TRUE & CORRECT
 COPY OF ORIGINAL
 FILED IN SAITH COUNTY
 CLERK'S OFFICE

vol 1531 no 764

5. Exterior Maintenance. In the event the owner of any lot shall allow same to become unkempt and uncared for, or the buildings thereon to become unightly or in a state of disrepair, exterior maintenance upon such lot and structure thereon in the nature of mowing, trimming trees, shrubs, hedges and lawns, and painting or repairing structures may be performed by Developer, or by the non-profit corporation above provided. In the event such becomes necessary, the corporation shall give to any owner of such lot notice in writing of the need for such maintenance, and of the intention of the corporation to perform such maintenance should owner fail to perform it within fifteen days of the receipt of such notice. The cost of such exterior maintenance so performed by corporation shall be assessed against the lot on which such maintenance is done and shall become a lien thereon upon the filing of a statement of facts by the corporation in the Deed Records of the County in which the land is located asserting a lien under this provision.

6. Residential Usage. No lot in Cumberland Ridge shall be used for other than residential or recreational purposes.

7. Minimum Building Area. No building shall be erected on any lot in Cumberland Ridge, Units V through VII, other than single family dwellings or cottages having a living area (that enclosed for heating and/or air conditioning) of not less than 1200 square feet. Any carport in connection with the dwelling constructed on any lot in Cumberland Ridge, Units V through VII shall have a minimum size of 20 ft. by 20 ft., exterior measurement.

8. Resubdivision of Lots. No subdivision or resubdivision of any lot or combination of lots in Cumberland Ridge, Units V through VII shall be permitted except upon prior approval of the Architectural Control Committee. All structures located on any lot shall be set back from the front lot line a minimum of 22 feet and from any side lot line a minimum of 7 feet. For purposes of construction of this provision all lots shall be deemed to front on the street on which such lot shall have the least frontage, provided that variations from the provisions of this article may be granted on corner lots by the Architectural Control Committee.

9. Exterior Materials. The exterior of all residences, garages, boathouses and outbuildings shall be constructed of brick, brick veneer stone, glass or decorative wood, such as cedar, redwood or cypress, or such other materials. Penta or wolmanize treated pine may be used for the exterior of boathouses, but no tin or sheet metal shall be permitted as the exterior or roof of any boathouse in this subdivision.

10. Roofs. All roofs on residences, garages, boathouses and outbuildings shall be wood shingles or equivalent or such other materials as may be approved by the Architectural Control Committee.

11. Temporary residences. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no used structure of any sort shall be moved onto any lot. Only a pier and/or a boathouse may be constructed on any lot prior to the main residence building. The exterior of any improvement shall be completed with six months from the beginning of construction of such improvement, but no improvements are required to be commenced at any particular time.

TAKE A COPY OF ORIGINAL COPY OF ORIGINAL FILED IN SIGN. CO. CLERK'S OFFICE

vol. 1531 pg. 765

12. Sanitary facilities. All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines. Minimum requirements for the construction of septic tanks and lateral lines for permanent residential improvements are (1) a 500 gallon septic tank, (2) a 80 gallon grease trap and (3) 250 feet of 1 ft. x 4 in. tile pipe laid in the center of 1 ft. of washed gravel (or slag) covered with tar paper in a trench of least 12 in. wide x 24 in. deep. No outside or surface toilet shall be permitted under any circumstances.

13. Animals. No residential lot shall be used as a place for keeping horses, mules, cattle or other animals or poultry; provided, however, that occupants of each residence may keep the usual and customary domestic or household pets, such as cats or dogs, provided same are not kept, bred or raised for commercial purposes.

14. Waste materials. All lots shall be kept clean and free of trash, rubbish, garbage, debris or other unsightly objects and materials at all times. All trash, garbage and other waste shall be disposed of in a sanitary manner and all containers or other equipment for the storage or disposal of garbage and trash shall be kept covered, and in a clean, sanitary condition inside garages, behind decorative fencing or otherwise hidden from view from the street.

15. Garage storage. Any garage used for storage will be kept closed at all times except when in immediate use for ingress or egress.

16. Unused vehicles. No unused automobiles or vehicles of any kind, except as hereinafter provided, shall be stored or parked on any lot, except in a closed garage, or on any residential street. "Unused vehicle" is defined as any vehicle which has not been operated for a period of one week or longer.

17. Nuisances. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done, or any condition permitted to exist thereon which may be or become an annoyance, nuisance or hazard to the health of the neighborhood.

18. Easements. An easement for the installation, operation and maintenance of utilities is reserved on, over and under a strip of land five feet wide along each side lot line, and rear lot line, and the right of entry for such purposes is expressly reserved.

19. Resale. The non-profit corporation above provided shall have the absolute right of first refusal to purchase any lot in such subdivision upon sale thereof by the owner thereof except Developer. In the event any owner except Developer desires to sell, transfer, lease or otherwise dispose of any lot in such subdivision, he shall give written notice to the corporation at its registered office of his intention to sell such lot, stating the description of such lot, the price and terms on which such sale is to be made, and the name and address of the proposed purchaser. If such corporation does not within three days from the delivery of such notice elect to purchase such lot at the price, and on the terms and conditions set out in such notice, then the owner thereof may make such sale as set out in such notice, provided, however,

Vol 1531 PAGE 766

that if such sale be not made and concluded within thirty (30) days of the date of delivery of such notice, then such sale may not be made without again offering same to the corporation in accordance with the terms of this article. In the event the corporation desires to purchase such premises at the price, and upon the terms proposed in such notice, it shall give written notice to owner of its exercise of such right, and shall consummate such transaction within ten days thereafter.

20. Firearms. Use of firearms of any kind in the subdivision is strictly prohibited.

21. Signs. No billboard, signs or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot except that one sign containing not more than five square feet of surface area may be displayed for the sale or rent of a dwelling house and lot; provided, however, that no such sign for the sale of an unimproved lot shall be permitted prior to January 1, 1980 except by Developer.

22. Fences. No fence, wall or shrub used for or serving the purpose of a fence may be maintained in front of the building setback line herein provided.

23. Boats and trailers. No boats, trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored or parked on any street or on any lot in front of the building setback line herein provided and must be placed behind a screening fence or other suitable screen so as to prevent view of such from the street.

24. Commercial vehicles. No commercial type vehicles or trucks may be stored or parked on any lot except in a closed garage nor parked on any residential street except while engaged in delivery to or transport from a residence. For purposes of this covenant a three-quarter ton or smaller vehicle shall not be deemed to be a commercial vehicle or truck.

25. Temporary office. Notwithstanding anything to the contrary contained herein Developer reserves unto itself, its successors and assigns, and its or their designated agent or agents, the right to use any unsold lot or lots for a temporary office location, for storage and use of construction equipment and materials, and to place a sign or signs on any unsold lot in the subdivision.

26. Duration. The restrictions, covenants and conditions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any lot subject to these restrictions, their respective legal representatives, heirs, successors or assigns for a term of twenty years from the date of this declaration, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of 51% of the lots in such subdivision has been recorded, agreeing to change said restrictions, covenants and conditions in whole or in part.

27. Notices. Any notice required to be sent under the terms or provisions herein shall be deemed to have been properly sent when mailed postpaid to the last known address of the person or entity appearing as owner of such lot on the county records of Smith and/or Cherokee County, Texas at the time of such mailing.



TRUE & CORRECT COPY OF ORIGINAL FILED IN SMITH COUNTY CLERK'S OFFICE

AMENDMENT TO RESTRICTIONS¹⁰
OF THE
CUMBERLAND RIDGE SUBDIVISION, UNITS 1, 2, 4, 6, and 7,

WHEREAS, on the 22nd day of January, 2004, the Board of Directors of the Cumberland Ridge Homeowner's Association did meet and make and recommend that certain changes be made to the Restrictions of the Cumberland Ridge Subdivision; and

WHEREAS, proxies and ballots were sent to all of the owners of lots in the Cumberland Ridge Subdivision; and

WHEREAS, after a return and tally of votes for each individual section, it has been determined that the Restrictions for Article 7 of each one of the above units of Cumberland Ridge Subdivision shall be hereby changed to require the minimum building area square footage be increased from 1,750 square feet to 2,300 square feet per individual dwelling located upon any lots in the units in which such restrictions have been changed, to-wit: Units 1, 2, 4, 6 and 7 of the Cumberland Ridge Subdivision; and

WHEREAS, all of the ballots which were signed and returned have been tallied and recorded by the Secretary of the Homeowners Association for all of the units of Cumberland Ridge Subdivision; and

WHEREAS, in order to conserve funds that would be required for each unit of the subdivision for the recordation of each and every ballot, a summary of the vote is hereby attached along with the tally for all of the homeowners and their names, lot designation and their vote for or against such restriction change being attached and made a part hereof as **EXHIBIT "A"**, pages 1 through 7, which also reflects the votes for Units 3, 5 and 8 which did not pass, thereby leaving the minimum square

footage in Article 7 for individual restrictions for those three (3) units to be remaining at the 1,750 square footage therein designated.

Therefore, this Amendment change is hereby recorded in the Smith County records pursuant to the instructions from the Board of Directors of the Cumberland Ridge Homeowner's Association is hereby effective from the date of the last vote received by the Secretary for each individual unit.

All ballots will remain in the files of the Cumberland Ridge Homeowner's Association, Inc. for a period of five (5) years from this date and then said ballots will be disposed of at the homeowner's association election.

SIGNED on this 17th day of October, 2004.

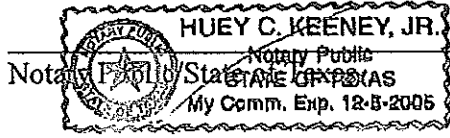
CUMBERLAND RIDGE HOMEOWNER'S ASSOCIATION, INC.

By: [Signature]
STEFANIE CLEVINGER, Secretary-Treasurer

SWORN TO AND SUBSCRIBED before me on this the 17th day of October, 2004

by **STEFANIE CLEVINGER, Secretary-Treasurer of CUMBERLAND RIDGE HOMEOWNER'S ASSOCIATION, INC.,** a corporation, on behalf of said corporation.

Det- { 16080 Treasure Cove
Bullard, TX. 75757



Vol 1531 ME 767

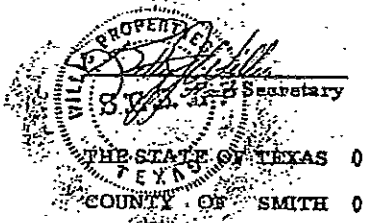
28. Enforcement. Enforcement of these restrictions, covenants and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants or conditions, either to restrain violation thereof, or to recover damages, and against the land to enforce any lien created by these covenants, and failure on the part of the Association or any owner to enforce any restrictions, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter.

29. Severability. Invalidation of any one of these restrictions, covenants or conditions by Judgment or Court Order shall in no wise affect any other provision which shall remain in full force and effect.

WITNESS the execution hereof this the 23rd day of May, 1975.

ATTEST:

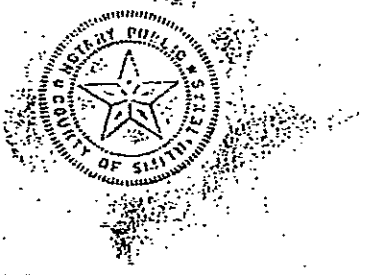
WILLIS PROPERTIES, INC.



By [Signature] President

BEFORE ME, the undersigned, a Notary Public in and for said County, Texas, on this day personally appeared Len J. Willis known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WILLIS PROPERTIES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of May, 1975.



[Signature]
Notary Public, Smith County, Texas.

FILED AT 4:59 O'CLOCK P M. ON THE 23 DAY OF May 1975
RECORDED AT 10:23 O'CLOCK A M. ON THE 30 DAY OF May 1975
ERNEST CHRISTIAN, COUNTY CLERK, BY Nancy Adams DEPUTY

TRUE & CORRECT COPY OF ORIGINAL FILED IN OFFICE