

RESTRICTIVE COVENANTS
CUMBERLAND RIDGE, UNIT NO. 1

THE STATE OF TEXAS

COUNTY OF SMITH

KNOW ALL MEN BY THESE PRESENTS:

THAT CUMBERLAND RIDGE DEVELOPMENT COMPANY, 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, Unit No. 1, a suburban addition located in Smith County, Texas more particularly set out and described on the plat of such subdivision of record in Volume 6, page 90, Plat Records of Smith County, Texas, 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 Cumberland Ridge Development Company, or any successor corporation thereof through merger, consolidation or change of name, and shall likewise refer to any purchaser of all or substantially all of the assets of Cumberland Ridge Development Company who shall thereupon assume development activities with respect to Cumberland Ridge and the various units thereof.

b. Lot shall mean and refer to any numbered plot of land shown on the recorded subdivision plat of Cumberland Ridge, Unit No. 1, but shall not include streets, parks, greenways, esplanades and common use areas shown on said plat 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 has caused to be incorporated under the laws of the State of Texas, as a non-profit corporation, the Cumberland Ridge Homeowners Association, Inc. 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 plat of said subdivisions, 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 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.

It is specifically provided that no monthly assessment shall be due or payable prior to the month beginning January 1, 1973, and the initial maximum monthly assessment shall be \$6.00 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, 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 1975, and by the Cumberland Ridge Homeowners Association, Inc. thereafter. 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.

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 unsightly 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 the Cumberland Ridge Homeowners Association, Inc. 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

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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, Unit No. 1 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, Unit No. 1 other than single family dwellings or cottages having a living area (that enclosed for heating and/or air conditioning) of not less than the following:

- a. 1750 sq. ft.: Lot 28, Block 2
- b. 1500 sq. ft.: Lots 1 and 2, Block 5; Lots 26, 27, 29, and 31 thru 36, Block 2
- c. 1200 sq. ft.: Lots 26 thru 29, Block 4; Lots 7 thru 14, Block 3; Lots 12 thru 25 and 30, 37 and 38, Blk. 2
Lots 22 and 24 thru 26, Block 1
- d. 1000 sq. ft.: Lots 1 thru 6, Block 2; Lots 1 thru 11, Block 2; Lots 1 thru 21 and Lots 23, 27 thru 32, Block 1

8. Resubdivision of Lots. No subdivision or resubdivision of any lot or combination of lots in Cumberland Ridge, Unit No. 1 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 ft., and from any side lot line a minimum of 7 ft. 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 material as may be approved by the Architectural Control Committee, or a combination of such 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 material 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 within six months from the beginning of construction of such improvement, but no improvements are required to be commenced at any particular time.

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 90 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 at 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 Cumberland Ridge Homeowners Association, Inc. 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, 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

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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 County, Texas at the time of such mailing.

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.

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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.

30. Additional units. The Developer, its successors and assigns, shall have the right to bring within the scheme of this declaration (but shall not be obligated to do so) additional properties now owned by Cumberland Ridge Development Company, or subsequently acquired by it contiguous to lands now owned by it. Such additional units may be committed to the terms of these restrictions, covenants and conditions, including participation in the Cumberland Ridge Homeowners Association, Inc. by the written declaration so stating, executed by Developer, its successors or assigns, and filed of record in the Deed Records of Smith County, Texas, or in any other county in which such lands or subsequently acquired lands may be located. Unless otherwise expressly provided Developer shall not be bound to make additions, or to adhere to any particular plan in subsequent developments, and may modify the terms and provisions of these restrictions, covenants and conditions as to such additional units only.

DATED this 26th day of March, 1971.

CUMBERLAND RIDGE DEVELOPMENT
COMPANY

Attest:

W. L. Martin, Jr.
Secretary

By

E. O. Daggett
President

THE STATE OF TEXAS 0

APPROVED: *E. O. Daggett*

COUNTY OF SMITH 0

BEFORE ME, the undersigned authority, on this day personally appeared E. O. Daggett 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 CUMBERLAND RIDGE DEVELOPMENT COMPANY, 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 the 26th day of March, 1971.

Virginia Spadman
Notary Public, Smith County, Texas



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FILED
ERNEST CHRISTIAN
COUNTY CLERK
MAR 31 4 50 PM '71
SOUTH COUNTY, TEXAS
BY *Don McCoy*
DEPUTY

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John Munton
P.O. Box 3579
Jylyne Lefae (3)

FILED AT 4:50 O'CLOCK P.M. ON THE 31 DAY OF Mar 1971
RECORDED AT 11:11 O'CLOCK A.M. ON THE 5 DAY OF April 1971
ERNEST CHRISTIAN, COUNTY CLERK, BY *Emeline Brown* DEPUTY

