

**AMENDED AND RESTATED RESTRICTIVE COVENANTS
CUMBERLAND RIDGE, UNITS 1-8
CUMBERLAND RIDGE HOMEOWNERS ASSOCIATION, INC.**

THE OWNERS OF REAL PROPERTY IN THE CUMBERLAND RIDGE HOMEOWNERS ASSOCIATION, hereinafter called "Owners" hereby amend the Restrictive Covenants governing the Cumberland Ridge Subdivision in Smith and Cherokee Counties, Texas, Units 1, 2, 3, 4, 5, 6, 7, and 8, which is more particularly described on the plat of such subdivision of record in Volume 6, page 90, Plat Records of Smith County, Texas, and impose the following covenants, restrictions, conditions, easements, charges and liens upon all property in said Subdivision. These Amended and Restated Restrictive Covenants shall supersede all previous Restrictive Covenant Guidelines for all Units in said Subdivision.

ARTICLE ONE
DEFINITIONS

Section 1.1. Definitions. The following words when used in this instrument (unless otherwise indicated) shall have the following meanings:

- a. Association shall mean and refer to Cumberland Ridge Homeowners Association, Inc., or any successor corporation thereof through merger, consolidation or change of name.
- b. Lot shall mean and refer to any numbered plot of land shown on the recorded subdivision plat of Cumberland Ridge, and any other tract not owned by the Association, but shall not include streets, parks, greenways, esplanades and other common use areas shown on said plat and identified by letters, or any other tract owned by the Association.
- c. Owner shall mean and refer to the record owner(s) of the fee title to any lot in the subdivision, whether one person or entity or more than one, including purchasers under contract from the Developer. "Owner" shall not include any person or entity whose only interest in a lot is a lien, but shall include any person who acquired fee title pursuant to foreclosure, or other proceeding in lieu of foreclosure. Each Owner shall automatically be a member of the Association; membership shall be appurtenant to and may not be separated from status as an Owner.
- d. Developer shall mean the Cumberland Ridge Development Company.

ARTICLE TWO
ASSESSMENTS

Section 2.1. Assessments. The Association may levy annual HOA assessments, annual road

assessments, and special assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Areas.. Each lot owner shall pay the annual HOA assessment and the annual road assessment to the Association, to be used for the above-described expenses, and shall pay special assessments on the due date specified. Annual road assessments shall be placed in a reserve account, and may only be used to maintain roads and rights-of-way.

Section 2.2. Method of Assessment. The Association may charge different amounts to owners who own one lot with a house, one lot without a house, and additional lots. As of the date of adoption of these Amended and Restated Restrictive Covenants, the amounts of the annual HOA assessment and of the annual road assessment are as follows:

<u>Annual HOA Assessment</u>		<u>Annual Road Assessment</u>	
Lot with House:	\$417.00	Lot with House:	\$100.00
Vacant Lot:	\$277.00	Vacant Lot:	\$100.00
Per Additional Lot:	\$128.00	Per Additional Lot:	\$25.00
1/2 Lot	\$64.00	1/2 Lot:	\$12.00

The owners may increase or decrease the maximum annual HOA assessment and maximum annual road assessment, and may levy special assessments and specify the due date thereof, provided that 1) any such proposal shall have the approval of a majority of the owners voting including those present at the annual members' meeting or at a special members' meeting called for that purpose, those voting by proxy, those voting by absentee ballot, and those voting by another permissible method approved by the Board, and 2) proper notice of the proposal shall be sent to all owners not less than thirty days nor more than sixty days in advance of the meeting. For the purpose of this section, a quorum of the meeting at which such change in assessment is to be voted shall consist of ten percent (10%) of the votes entitled to vote, in person or by proxy. If a quorum is not present at such meeting of the members, the Board President may adjourn the meeting until a date, time and place can be determined. The quorum required at such subsequent meeting shall be one-half (1/2) the quorum required at the prior meeting if the subsequent meeting is held within sixty (60) days of such adjournment. Once a quorum is present at a meeting of the Members, the Members represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned. If there is a subsequent withdrawal from the meeting of any Member or refusal of any Member represented in person or by proxy to vote, this will not affect the presence of a quorum at the meeting.

Section 2.3. Special Assessments for Capital Improvements. In addition to the annual assessments herein provided, the corporation may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or

replacement of a specifically described capital improvement within the ownership, or under the control of the corporation, including any necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by the membership in the same manner as the increase or decrease of annual assessments as provided in the preceding section.

Section 2.4. Lien. All annual HOA assessments, annual road assessments, and special assessments, any late fees or interest thereon, reasonable attorney's fees and other costs of collection thereof, and other amounts owed to the Association, shall be a charge on the land, a personal obligation of the owner(s) on the respective due date of each amount, and shall be a continuing lien upon the property against which such assessment(s) and other charges are made. Each owner of any lot within Cumberland Ridge Subdivision, and the various units thereof, does by the acceptance of title to any such lot covenant and agree to pay all such assessments as herein provided as fixed and established by the owners.

Section 2.5. Due Date of Assessments. The annual assessments provided for herein shall become due and payable within 30 days of the date of invoice after the commencement date herein above set out, and the due date of any special assessment shall be fixed in the resolution authorizing such assessment. One twelfth (1/ 12th) of the assessment may be paid on the first of each month without penalty or charge for administration costs. Failure to pay the annual assessment within 30 days or one-twelfth (1/ 12th) of the annual assessment by the first of any month will constitute a status of "Delinquent" for the Member. A delinquent fee equal to the amount charged to Cumberland Ridge Homeowners Association for collections activity will be charged to the member until the balance due is paid. The Board of Directors shall have the discretion to require automatic withdrawal payments for any or all payments of assessments made after the annual assessment due date (i.e., 30 days of the date of the invoice for annual assessment) including hardship payment plans. There will be no charge to the member for automatic withdrawal payments.

Section 2.6. Duties of the Treasurer. The Treasurer of the corporation or their authorized agent shall, upon the commencement date herein provided, prepare a roster of the membership, the lots owned and the assessments applicable thereto, which roster shall be kept in the office of the corporation, and shall be open to inspection by any member. Written notice of the initial assessment and of any subsequent changes therein shall be sent to every member subject thereto. The Treasurer shall upon demand, in accordance with the Cumberland Ridge Homeowners Association Open Records Policy, at any time furnish to any member liable for any assessment, a certificate in writing as to the status of any lot with respect to assessments. A reasonable charge may be made by the Treasurer pursuant to resolution of the Board of Directors, for the issuance of such certificate.

Section 2.7. Effect of Non-payment of Assessments, Liens, Remedies of Association. If the assessments provided in this article are not paid on the date when due, then such assessment shall become delinquent, and shall together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisee, personal representatives and assigns.

The personal obligation of the then owner or owners to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty days after the due date, a monthly delinquent fee per Section 2.5 will be charged. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property and in such event there shall be added to the amount of such assessment and interest, reasonable attorney's fees and costs of any suit. No owner may waive or otherwise escape liability for the assessments provided herein by non-usage of the property subject to the control and management of the corporation, or by abandonment of his property.

Section 2.8. Subordination of the Lien to Mortgages. The lien on any lot securing payment of the assessments provided for herein or any installment thereof shall be subordinate to the lien of any mortgage and any renewals or extensions thereof, if all assessments applicable to the lot(s) covered by such mortgage, and all payments thereon, are current at the time of execution of such mortgage. Upon foreclosure, or any other proceeding in lieu of foreclosure, any assessment thereafter becoming due shall become the obligation of the purchaser or other title holder of such property, and shall constitute a lien thereto.

Section 2.9. Multiple Unit Property. In the event any subsequent unit of Cumberland Ridge Subdivision shall provide for multi-unit dwelling, each living unit provided for on such lot shall pay an assessment created by the Board of Cumberland Ridge Homeowners Association and be approved by its members.

Section 2.10. Exempt Property. It is specifically provided that lots that are owned by the original Developer or a subsequent development company (Silverleaf, Ascension Capital, Villages, Holiday Inn or Orange Lake Development) are exempt from assessments, shall not be considered members of the Association, and shall have no voting rights until sold.

Section 2.11. Reduction of Assessments. The Board of Directors of Cumberland Ridge Homeowners Association may, after consideration of current maintenance costs and future needs of the subdivision in the performance of its duties and obligation, fix the actual assessment at a lesser amount than the maximum sum theretofore authorized by the membership.

Section 2.12. Remedy for Violations of Restrictive Covenants. If any owner or resident violates the Restrictive Covenants the Board of Directors has the authority to assess a fine of up to \$50.00 per day, if, in their opinion, they have exhausted all reasonable efforts to bring the property owner into compliance. The fine shall continue to accumulate until such time as the violation has been corrected and this assessment shall also be the personal obligation of each person who was an owner of the lot at the time when the fine was assessed.

Section 2.13. Primitive Park and Marina Slip Fees. An annual fee will be charged for each boat, utility trailer, vehicle, or other item parked or stored in Primitive Park, in the Marina, or on the lake adjacent to the Marina. The Board will establish the amount of the fees. Only items registered/licensed/titled to owners of Cumberland Ridge lots may be parked in Primitive Park.

Each item must display a CRHA sticker provided by the Association. All items without a sticker will be towed at the owner's expense. Items on which Primitive Park fees have not been paid will be towed at the owner's expense.

Fees will be billed at the beginning of each fiscal year and are payable within 30 days of billing. Items on which fees have not been paid within 30 days of the invoice will be towed at the owner's expense.

For partial year use, 1/12 of the fee will be billed for each month beginning with the month in which the item is issued the sticker. There are no refunds of such fees. The collected fees will be used exclusively for maintenance and improvements to Primitive Park and/or the Marina, unless the total amount of such fees on hand exceeds \$15,000.00. If the Association accumulates more than \$15,000.00 in such fees, the Board of Directors may elect to transfer any excess funds over to the general reserve account, leaving at least \$15,000.00 set aside for maintenance of Primitive Park and the Marina.

An annual Fee for renting Cumberland Ridge Marina Slips will be charged to residents who request them. Slips are available on a first come first come/first serve basis. The fee will be established by a majority vote of the Board. Fees are published in www.cumberlandridge.net and are non-refundable. Fees will be billed at the beginning of each fiscal year and are due in 30 days. For rentals after the beginning of the fiscal year, a one-time partial year rental fee of 1/12 of the annual fee times the number of months to the end of the fiscal year will be charged and due within 30 days.

ARTICLE THREE
ARCHITECTURAL CONTROL

Section 3.1. Architectural Control Committee. The Cumberland Ridge Architectural Control Committee, hereinafter called "ACC", is responsible for governing the integrity and appearance of structures as well as the appearance of grounds visible from the street on all member and CRHA owned land. The Committee will compose of a minimum of three members. The Board must have a representative on the ACC, and the ACC shall participate in all Board Meetings.

Section 3.2. Requirements. No building, roof, fence, wall or other structure shall be commenced, erected, altered, or changed upon any lot in any unit of Cumberland Ridge 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 the Architectural Control Committee. In the event the Committee fails to approve or disapprove any such details, plans or specifications within 15 days after receipt, 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.

3.2.1. Re-subdivision of Lots. No subdivision or re-subdivision of any lot or combination of lots in any unit of Cumberland Ridge 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, all lots shall be deemed to front on the street on which such lot shall have the least frontage, provided that the ACC may grant variations from the provisions of this article for corner.

3.2.2. 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 wolmanized treated pine may be used for the exterior of boathouses.

3.2.3. Minimum Building Area. No building shall be erected on any lot in any unit in Cumberland Ridge other than single family dwellings having a living area (enclosed for heating and/or air conditioning) of not less than 2,000 Square Feet. For purposes of this paragraph, garages, covered or non-covered porches and patios, and other structures shall not be considered a part of the living area. Existing homes not meeting the minimum building square footage guidelines at the time this requirement was imposed will be allowed to remain, but any new homes constructed on any lot, including homes built to replace prior structures that are demolished or destroyed, must meet this requirement.

3.2.4 Roofs. All roofs on residences, garages, boathouses and out-buildings shall be composite shingles or equivalent or such other material as may be approved by the Architectural Control Committee.

3.2.5. 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. No carports may be constructed or 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 residence or other improvement must 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.

3.2.6. 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. Any septic tanks must meet all requirements imposed by the Upper Neches River Municipal Water Authority and/or Smith County. A County permit or Upper Neches River permit is required to be provided to the ACC prior to the commencement of installation of any septic tank.

No outside or surface toilet/port-a-potty shall be permitted unless requested and approved by the Board of Directors. Even with approval, no such toilet may remain in the subdivision

for more than ninety (90) days total in a one (1) year period. Any approved surface toilet/port-a-potty must be screened from street view. The type of screening will need to be requested and approved by the ACC at the time of the request for the port-a-potty.

ARTICLE FOUR
USE RESTRICTIONS

Section 4.1. Residential Usage. Lots in Cumberland Ridge shall only be used for single-family residential purposes, which shall mean use as a primary or secondary residence.

Section 4.2. Lot Maintenance. Vacant lots should be maintained in a manner that does not create an unsafe or dangerous situation for neighboring lots or common areas. This includes, but is not limited to, removing all dead trees, leaning or fallen trees and they need to be removed within ninety (90) days of occurrence. The Board of Directors or the Architectural Control Committee shall have the authority and discretion to determine what constitutes an unsafe or dangerous situation for neighboring lots or common area. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a safe and orderly manner, the Board of Directors or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot to remove any needed trees or remove any threats posed by the condition of the lot contained thereon, all at the expense of the Owner. However, prior to entering said Lot, the Board of Directors or the ACC shall provide thirty (30) days written notice of the needed work. In the event that the association is required to pay for tree removals or other work performed on Owner's Lot, Owner shall reimburse the association within thirty (30) days written notice of the amount due and owing ("expense"). If payment is not received within thirty (30) days of notification, the amount will remain on the owner's account until such amount has been paid in full by the owner or the amount will be due and payable in full prior to the owner being able to sell said Lot.

Section 4.3. Exterior Maintenance for Home Sites. Yards must be maintained frequently enough to maintain an overall well-kept appearance. Yard Debris should be kept to a minimum with lot areas visible from the street being picked up and clear of miscellaneous items which are not meant to be permanently placed in the yard (i.e. furniture, toys, yard tools or materials). Yard debris, including lawn clippings and tree/shrub trimmings, is encouraged to be removed from view after maintenance until trash pick-up day. Blowing, raking, or sweeping debris into the drainage ditches or streets is strictly prohibited. The Board of Directors or the Architectural Control Committee shall have the authority and discretion to determine if the exterior maintenance is appropriate and well-kept.

Section 4.4. Garage/estate sales/events with increased vehicle traffic. Due to the narrow roads within the Association garage, estate or other type of sale of similar nature are prohibited. Without the Board's prior written approval, no person may conduct on the property a sale or activity that is advertised or attractive to the public, such as garage sales. If any person conducts an event that is expected to draw fifteen or more additional vehicles into the Subdivision, he or she should notify the Board in advance, and cooperate with the Board to minimize congestion and

disruption.

Section 4.5. Nuisances. No one may conduct any activity or allow any condition to occur in the Subdivision that is obnoxious, offensive, annoying, dangerous, unhealthy, or which creates a nuisance or hazard to the residents or property owners in the Subdivision.

Section 4.6. Fences. No fence, wall or shrub used for or serving the purpose of a fence may be constructed in front of the building setback line herein provided. Any new fence construction needs to receive prior written approval from the ACC.

Section 4.7. Waste materials. All lots shall be kept clean and free of trash, rubbish, garbage, debris, toys, miscellaneous yard equipment 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.

Section 4.8. 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.

Section 4.9. Garage storage. Any garage used for storage should be kept closed unless in use.

Section 4.10. Boats, trailers and vehicles. No boats, trailer, mobile home, camper, 4-wheeler, golf cart, boat or watercraft 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 either in a closed garage or behind a screening fence or other suitable screen so as to prevent view of such item from the street. Boats, trailers and vehicles that cannot be properly stored and screened must be moved to Primitive Park.

Section 4.11. 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 in transport from a residence. For purposes of this covenant a 3/4 quarter ton or smaller vehicle shall not be deemed to be a commercial vehicle or truck.

Section 4.12. Inoperable vehicles. No inoperable automobiles or vehicles of any kind, except as hereinafter provided, shall be stored on any residential street, or parked on any lot, except in a closed garage. "Inoperable vehicle" is defined as any vehicle which has not been operated for a period of one (1) week or longer, or has expired registration tags, flat tires, or may not be legally operated for any reason.

Section 4.13. Firearms. Use of firearms of any kind in the subdivision is strictly prohibited.

Section 4.14. Signs. No commercial billboard, signs or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot except that 1) One sign containing not more than five square feet of surface area may be displayed for the sale or rental of a dwelling house and/or lot, and 2) Each owner may display one sign no larger than 4' x 6' for each candidate or ballot item, but not more than 90 days before and not more than 10 days after each election.

Section 4.15. Temporary office. Notwithstanding anything to the contrary contained herein, Cumberland Ridge Homeowners Association 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.

Section 4.16. Leased Lots. The owner(s) of a Lot may lease the Lot and all improvements thereon, including the entire residence, to one or more tenants, on the express condition that the Owner(s), Tenant(s) and other occupants comply with the following requirements:

4.16.1. Purpose. The purpose of this section is to establish standards for leasing real property in any of the Units in the Cumberland Ridge Subdivision, to protect property values, encourage persons to reside there on a permanent basis, and preserve the peaceful, residential nature of the neighborhood. In general, bona fide long-term residential leases are allowed. Any other rental of a Lot, including but not limited to use of a Lot for short-term rental, as a timeshare, vacation rental, hotel, motel, hostel, boarding house, bed and breakfast, event site, meeting location, or any other operation which allows tenants or customers to stay on a Lot for periods of time of less than six contiguous months, is strictly prohibited.

4.16.2. Compliance. No Lot may be leased unless the Tenant(s) and Owner(s) sign a written agreement (and a fully executed copy is provided to the Board) by which they agree to comply with the Restrictive Covenants for Cumberland Ridge, Units 1, 2, 3, 4, 5, 6, 7, and 8; the Articles of Incorporation and Bylaws of Cumberland Ridge Homeowners Association, Inc.; and any policies, procedures, rules, and/or regulations applicable to the subdivision and/or validly adopted by as they may be subsequently amended; and all other dedicatory instruments which apply to the property in the subdivision or to as they may be subsequently amended, as these documents may be subsequently amended. The agreement referenced above must provide that the Owner(s) and Tenant(s) of each Lot are jointly and severally responsible for any and all violations involving that Lot, whether committed by the Owner, Tenant, other residents, and/or guests.

4.16.3. Duration and Nature of Lease. Lots may be leased only pursuant to a long-term residential lease agreement (defined herein to mean a lease for the purpose of providing the Tenant(s) with their primary residence, with a duration at least six contiguous months). Lots may not be leased pursuant to any type of short-term, temporary, or transitory lease agreement (defined to mean a lease with a duration of less than six contiguous months),

timeshare, vacation rental, holiday home, villa holiday, or any similar arrangement. In addition to the required duration, to be considered a long-term lease agreement, the Tenant(s) must use the Lot as their primary residence, and the majority of the Tenant(s) must actually reside on the Lot as their primary residence during the period of the lease. A Tenant may take vacations and spend intermittent periods at other locations during the period when he or she leases a Lot, as long as he or she considers the Lot to be his or her primary residence and occupies it as such for the entire period without interruption, and meets all other requirements herein.

4.16.4. Scope of Lease. No residence, outbuilding, or other portion of a Lot or residence may be leased separately from the remainder of the Lot, except that an Owner who resides in a residence on one or more Lot(s) owned by him or her may rent one bedroom or garage apartment to a Tenant. Otherwise, a Lot may only be leased in its entirety, including the entire Lot, any residence located thereon, and all other improvements on that Lot, and the Owner(s) of a Lot may not continue to reside on the Lot at any time a lease is in effect.

4.16.5. Permitted Residents and Guests. A tenant and his family and servants may reside on the rented Lot. A Tenant may allow guests to stay on the premises for up to fourteen consecutive overnights, but only while at least one Tenant is present. No more than two persons may reside on a Lot for each bedroom thereon. An Owner may hire a bona fide house sitter to occupy and maintain his or her residence temporarily while the Owner(s) will be absent.

4.16.6. Tenants vs. Guests. As used herein, "Tenant" shall refer to any person other than an owner or person residing on a Lot with the Owner(s). A person meeting that definition shall be considered a Tenant regardless of his or her relationship to the Owner(s), and regardless of whether he or she provides consideration to the Owner(s) in exchange for the use of the Lot. "Guest" shall refer to any person who stays temporarily on a Lot (defined as up to fourteen consecutive nights).

4.16.7. Common Areas. When a lease agreement is in effect entitling one or more Tenants to occupy a Lot, the Tenant(s) and other residents of that Lot [instead of the Owner(s)] are entitled to the use and enjoyment of the common areas. However, nothing in this section shall prohibit the Owner(s) of a Lot from using the roads in the subdivision.

4.16.8. Septic System. The septic system for each residence must have sufficient capacity for the number of persons residing in that residence.

4.16.9. Parking. The driveway for each Lot must have sufficient parking space available to allow all Tenants and other residents to park their vehicles without parking any of them on the roads or other common areas.

4.16.10. Examples. The following examples illustrate the conduct which is permitted, that which is prohibited, under this section:

a. Permitted: The following conduct is considered to be either use by the Owner or use under a long-term residential lease agreement, and is therefore permitted:

- (1) One or more Owners occupying a Lot as their single-family residence;
- (2) One or more Owners occupying another dwelling as their primary residence, and using their Lot as a vacation home or part-time residence;
- (3) One or more Owners residing on a Lot and allowing their minor children, parents, or other relatives to reside with them on that same Lot;
- (4) One or more Owners residing on a Lot and allowing their adult children to reside with them on that same Lot, whether or not they charge rent;
- (5) An Owner residing on a Lot while his or her live-in boyfriend, girlfriend, fiancé, or significant other resides with the Owner on that same Lot;
- (6) One or more Tenants occupying a Lot as their permanent single-family residence, and paying rent to the Owner(s) under a bona fide lease agreement;
- (7) One or more family members of an Owner occupying a Lot as their permanent single-family residence, with no lease agreement and without paying rent to the Owner(s);
- (8) One or more Owner(s) allowing guests to stay in their residence while the Owners reside there; and
- (9) One or more Tenants(s) allowing guests to stay in their residence while the Tenants reside there.

b. Prohibited: The following conduct is considered a short-term rental, a commercial use, and a violation of the restriction to single-family residential uses, and is therefore prohibited:

- (1) An Owner leasing his or her Lot to one or more Tenants under a vacation rental arrangement such as those available on AirBnB, VRBO, Homeaway, FlipKey, Keycafe, Guesty, or Beyond Pricing;
- (2) An Owner or Tenant operating a hotel, motel, hostel, boarding house, bed and breakfast, or any other operation which allows tenants or customers to reside on a Lot for periods of time of less than six contiguous months;
- (3) More than one person owning a lot under a timeshare or similar arrangement;
- (4) An Owner or Tenant allowing one or more guests to stay on a Lot, on a temporary or permanent basis, when the Owner or Tenant is not present;
- (5) An Owner allowing one or more Tenants to reside on a Lot, while the Owner continues to reside on that Lot (except for renting a room as

- described herein);
- (6) An Owner renting different bedrooms or portions of a Lot to different Tenants who are not related, and/or under different lease agreements;
- (7) A Tenant leasing a Lot while occupying a different dwelling as his or her permanent residence; and
- (8) An Owner leasing his or her Lot to one or more Tenants under a long-term lease agreement, but allowing multiple Tenants to move in and out of the residence during the duration of the lease agreement.

4.16.11. Grandfather Clause. Any short-term leases executed before the effective date of this Amendment, and which allow occupation of a Lot by one or more Tenant(s) for a period which ends no more than 90 days after this Amendment became effective, shall be permissible. The Board finds that this is a just and equitable accommodation for Owners and Tenants who entered into contractual arrangements before receiving notice of the possible prohibition on short-term leases.

4.16.12. Interpretation. By adopting this amendment, the owners of real property in the subdivision stipulate and agree that this section shall be liberally construed by the Board of Directors and any court, to give effect to its purposes and intent. They acknowledge that new arrangements may be invented that do not clearly fall into a category defined herein.

ARTICLE FIVE
OTHER PROVISIONS

Section 5.1. Easements. An easement for the installation, operation and maintenance of utilities is reserved on; over and under a strip of land five (5) feet wide along each side lot line, rear lot line, and the right of entry for such purposes is expressly reserved.

Section 5.2. Resale. 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. In the event any owner except Cumberland Ridge Homeowners Association desires to sell, transfer, lease or otherwise dispose of any lot in such subdivision, he shall give written notice to Cumberland Ridge Homeowners Association of their intention to sell such lot, stating the description of such lot, the price and terms on which such sales to be made, and the name and address of the proposed purchaser. If Cumberland Ridge Homeowners Association does not within three (3) 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, 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 Cumberland Ridge Homeowners Association in accordance with the terms of this article. In the event Cumberland Ridge Homeowners Association 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 (10) days thereafter.

Section 5.3. Duration. These restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Cumberland Ridge Homeowners Association or the owner of any lot subject to these restrictions, their respective legal representatives, heirs, successors or assigns until amended or revoked. This declaration may be amended or revoked at any time by vote of a majority of the votes entitled to be cast by the Owners in an election conducted by the Association in accordance with its Bylaws, on the express condition that the Board give proper notice of the specific amendment(s) in a proper notice issued according to the requirements of the Bylaws and state law. In such an election, the Association’s Board may allow the Owners to vote in person or by written and signed proxy at a regular or special meeting called wholly or in part for that purpose; by absentee ballot; and by electronic ballot; and by DocuSign or any other electronic method which meets the requirements of the Texas Uniform Electronic Transactions Act or any successor statute. The election may be conducted using any combination of at least two of the above-referenced voting methods, but may not be conducted using a single method. Any amendment to this Declaration shall be effective only when it is signed and acknowledged by the President of the Association, and recorded with the real property records of Smith County, Texas.

Section 5.4. Notices. Any notice required to be sent under the terms or provisions herein shall be deemed to have been properly sent when mailed postpaid or E-mailed to the last known address of the person or entity appearing as owner of such lot on the county records of Smith or Cherokee Counties, Texas at the time of such mailing.

Section 5.5. Enforcement. Enforcement of these restrictive covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictive covenants, 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 Cumberland Ridge Homeowners Association or any owner to enforce any restrictive covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.6. Severability. Invalidation of any one of these restrictive covenants by Judgment of Court Order shall in no way affect any other provision which shall remain in full force and effect.

Section 5.7. Additional units. Cumberland Ridge Homeowners Association shall have the right to bring within the scheme of this declaration (but shall not be obligated to do so) additional properties acquired by it contiguous to lands now owned by it. Such additional units may be committed to the terms of these restrictive covenants including participation in the Cumberland Ridge Homeowners Association, Inc. by written declaration so stating, 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 Cumberland Ridge Homeowners Association 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 restrictive covenants as to such additional units only.

CERTIFICATE & ACKNOWLEDGMENT

As a member of the Board of Directors for Cumberland Ridge Homeowners Association, Inc., I certify that the foregoing Restrictive Covenants of Cumberland Ridge Homeowners Association, Inc. were adopted for the benefit of the Association by Owners and by the Board of Directors of Cumberland Ridge Homeowners Association, Inc.

Signed this 6th day of May, 2020.

Cumberland Ridge Homeowners Association, Inc.
a Texas corporation

By: 

STATE OF TEXAS

COUNTY OF SMITH

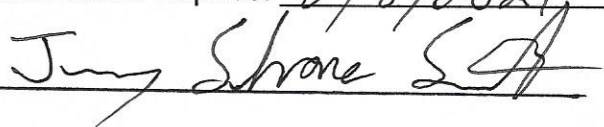
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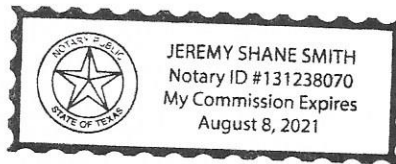
BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Don Jackson President of Cumberland Ridge Homeowners Association, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of MAY, 2020.

Notary Public in and for the State of Texas

My Commission Expires: 8/8/2021





Smith County



Filed for Record in
Official Public Records
Cherokee County

On May 07, 2020 at 10:21A

DO NOT REMOVE

THIS PAGE IS PART OF THE INSTRUMENT

Document Number: 00689539

Track Payment:
Debit

STATE OF TEXAS
COUNTY OF CHEROKEE
I hereby certify that this instrument
was filed on the date and time stamped
hereon by me and was duly recorded in
the volume and page of the named
records of
Cherokee County
as stamped hereon by me.
May 07, 2020

HONORABLE Karen Phillips
Cherokee County
COUNTY CLERK

Filed for Record in
Smith County, Texas
5/7/2020 9:14:48 AM
Fee: \$78.00
20200100014839

RESTRICTION
Deputy -Alma Delgado

I hereby certify that this
instrument was filed and duly
recorded in the Official Public
Records of Smith County, Texas

Karen Phillips
Karen Phillips
County Clerk



Cherokee County



Filed for Record in:
Official Public Records
Cherokee County

On: May 07, 2020 at 10:51A

As a
Recording

Document Number: 00689539

By,
Tracy Dement,
Deputy

STATE OF TEXAS COUNTY OF CHEROKEE

I hereby certify that this instrument
was filed on the date and time stamped
hereon by me and was duly recorded in
the volume and page of the named
records of:

Cherokee County
as stamped hereon by me.

May 07, 2020

HONORABLE Laverne Lusk, COUNTY CLERK
Cherokee County

Don Jackson
16000 Rocky Ridge
Ballard TX 75757