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COVENANTS AND RESTRICTIONS
ON AND FOR
THE CUMBERLAND ESTATES SUBDIVISION - UNIT #

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COVENANTS AND RESTRICTIONS
ON AND FOR
THE CUMBERLAND ESTATES SUBDIVISION - UNIT V

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STATE OF TEXAS
COUNTY OF SMITH

KNOW ALL MEN BY THESE PRESENTS:

THAT R. N. (BUD) PRICE, MAURINE W. PRICE, CYNTHIA LUCILLE MCWHERTER and JUDITH ANN PRICE being the Owners (hereinafter "Owner") and CLUB HOMES, INC., a Texas corporation, being the Developer (hereinafter "Developer") of the following described property situated in Smith County, Texas:

a part of the Robert Bartlett Survey, Abstract 129, being 46.19 acres more or less and more particularly described as The Cumberland Estates Subdivision, Unit V, according to the Plat of said Subdivision, recorded in Cabinet B, Slide 246-D, of the Plat Records of Smith County, Texas.

to which Plat and the record thereof reference is here made for all purposes, in order to insure the use of such premises for attractive residential purposes as set forth in subject Plat, to prevent nuisances and the impairment of the attractiveness of the property and to maintain the desired character of the community, do hereby set out the following restrictive covenants which shall run with the land and be binding upon the Owner or any Purchasers of said lots as herein provided, their heirs, successors or assigns, to wit:

1. FULLY PROTECTED RESIDENTIAL AREA

The restrictive covenants herein contained shall apply equally, unless otherwise specified, to all lots and to every residence erected upon every lot in the 46.19 acres of The Cumberland Estates Subdivision, Unit V, according to the Plat of said Subdivision filed of record in Cabinet B, Slide 246-D of the Plat Records of Smith County, Texas.

2. LAND USE

No lot shall be used except for residential purposes. No building or structure shall be erected on any individual lot other than a single-family dwelling and its customary and usual accessory structures, unless specifically prohibited herein. Prohibited structures, uses and operations shall include, but not be limited to, duplex houses, apartment houses, commercial and professional uses (except for the initial construction and sale of single-family dwellings).

3. SUBDIVISION

No lot or lots shall be resubdivided into lots other than those reflected in the Plat referred to herein. A part of a lot may be conveyed with an adjoining lot or to an adjoining lot Owner with written approval of the Architectural Control Committee, but such resulting tract or lot shall be considered as one lot for purposes of the applicability of these Restrictions.

4. ARCHITECTURAL CONTROL COMMITTEE

No building, (for dwelling or storage), shall be erected, placed or altered on any lot in this subdivision until two complete sets of building plans (including front elevation) and specifications and two plot plans showing the location of the structure and the finish grade elevations for the lot shall have been delivered to the Architectural Control Committee designated as hereinafter provided; and until such building plans, specifications and plot plan shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the Subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plot plan shall be retained by the Architectural Control Committee and the second copy shall be returned to the Owner of the lot with the approval of the Architectural Control Committee appropriately endorsed thereon.

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In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove any building plans and specifications within fifteen (15) days after the same are submitted to it, and if all terms contained in these Restrictions have been complied with, the Architectural Control Committee shall be deemed to have approved such plans within fifteen (15) days after the same are submitted to it.

The Developer shall have authority to appoint the Architectural Control Committee and to remove without cause any person serving on the Committee. The Architectural Control Committee shall consist of not less than three nor more than five members, and Developer shall also have the authority to fill any vacancies in the Committee. The Committee is authorized to delegate to one or more representatives the authority to perform the duties of the Architectural Control Committee as set forth herein. In the event that the Architectural Control Committee should at any time fail or refuse to appoint a successor Committee, the Owners of the majority of the total lots in The Cumberland Estates, including all Units developed, as determined on an acreage basis, shall have the right to elect or appoint, from time to time, a successor Architectural Control Committee.

The Architectural Control Committee may waive in writing such variations from these restrictions as said Committee deems not to be inconsistent with the general tenor and purpose of these restrictions.

The Architectural Control Committee shall have the authority to inspect the erection of each building upon the lots comprising a part of said Subdivision, and to require the Owner of the lot and Contractor to discontinue the erection of such building until the above requirements have been complied with, and said Architectural Control Committee, in so doing, shall not be guilty of any trespass, tort or interference with the terms or performance of any contract according to the State of Texas. The Architectural Control Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof.

The Architectural Control Committee shall receive no fees or compensation for its services.

5. STRUCTURAL RESTRICTIONS

Any building erected on any individual lot shall have exterior wall construction material comprising at least 70% of the total exterior wall area, exclusive of windows, of brick or brick-veneer, stone or stone-veneer, or stucco. Exterior wall material exclusive of the required brick, brick-veneer and other masonry construction area shall be of standard construction material selected and designed to add to the architectural appearance of the structure.

No building shall be erected on any individual lot that exceeds two stories in height.

No building of a temporary nature shall be erected on any lot. Storage structures shall be in harmony with the main dwelling and should conform to the roofing requirements as set forth in paragraph #15.

Any interpretations of the compliance with this sub-heading of the Covenants and Restrictions will be made by the Architectural Control Committee in writing. Decisions of the Architectural Control Committee will be final.

6. GARAGES AND CARPORTS

Each dwelling erected will include a minimum of a two-car garage or carport and such garage or carport shall be constructed with not less than 20 feet in width. All garages or carports shall be a part of the residence or shall be attached thereto by a breezeway or porte-cochere. Garage door openings will be to the side or the rear. Set back restrictions herein provided shall likewise apply to such garage or carport.

Provided, however, that garages or carports may vary from the foregoing with written approval of the Architectural Control Committee. If the entry is to be from the front, the building line of the garage or carport will be a minimum of fifteen (15) feet set back from the front building line of the residence.

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7. BUILDING LOCATION

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No structure of any type shall be erected on any lot nearer to the front property line than 25 feet and no structure of any type shall be erected closer to the interior side lot lines than 7 1/2 feet. On corner lots or lots that have a street at the front and back, no structure shall be erected closer to any lot line next to the street than 25 feet. All dwellings shall face the street on which the lot is located.

8. MINIMUM SIZE REQUIREMENTS

The minimum size of each single family dwelling of the air conditioned living area of floor space shall be not less than that shown as follows for the specified lots:

Block 1	Lot 1	2300 sq.ft.
Block 1	Lots 2-10	2200 sq.ft.
Block 2	Lots 1-10	2000 sq.ft.
Block 2	Lot 12	2200 sq.ft.
Block 3	Lots 1 and 2	2200 sq.ft.
Block 3	Lots 3-5	2000 sq.ft.
Block 4	Lots 1-24	2000 sq.ft.
Block 5	Lots 1 and 10	2000 sq.ft.
Block 5	Lots 2-9	1800 sq.ft.
Block 6	Lots 1 and 22	2100 sq.ft.
Block 6	Lots 2-21	2000 sq.ft.

In the case of a structure with one and one-half or two stories in height, not less than 70% of the designated minimum will be allowed on the ground floor of the structure.

The width of the front of the main structure shall be in harmony with other dwellings in the Subdivision.

9. MAILBOX COLUMNS

The mailbox columns that support the mailboxes in front of each residence will be of masonry construction.

10. LANDSCAPING AND DRAINAGE

Each individual lot must have the landscaping completed within 120 days after the date on which the main structure is 95% complete. No dams shall be constructed nor any other alteration or change shall be made in the course or flow of any creek without the approval of the Architectural Control Committee. No change or alteration shall be made to any creek bank or natural foliage in a creek bank other than for purposes of pruning and beautification.

11. SEWERAGE DISPOSAL

It is contemplated that each individual lot will be serviced by an individual septic tank system since the Subdivision is presently outside the City limits and City sanitary sewers are not available. In an effort to maintain control over the quality of installation of each individual system, the following minimums are established for the construction of individual septic tank systems:

Each dwelling will have not less than two tanks.

Total capacity of tanks will not be less than:

3 bedrooms 2 baths	1,000 gals.
3 bedrooms 3 baths	1,200 gals.
4 bedrooms 2 baths	1,250 gals.
4 bedrooms 3 baths	1,450 gals.
5 bedrooms 3 baths	1,500 gals.
5 bedrooms 4 baths	1,700 gals.
5 bedrooms 5 baths	1,900 gals.

The inside depth of any tank should not be less than four feet.

"T" branches should be used for inlet and outlet devices to provide a means for venting the gases from the tank and absorption system through the house plumbing.

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Minimum trench bottom area in square feet will be:

	With a percolation rate of:			
	6 to 15 sq. ft.	16 to 30 sq. ft.	31 to 45 sq. ft.	46 to 60 sq. ft.
3 bedrooms 2 baths	600	750	925	1,200
3 bedrooms 3 baths	650	800	1,000	1,300
4 bedrooms 2 baths	800	1,000	1,250	1,600
4 bedrooms 3 baths	900	1,100	1,350	1,700
5 bedrooms 3 baths	1,000	1,250	1,525	2,000
5 bedrooms 4 baths	1,100	1,400	1,600	2,100
5 bedrooms 5 baths	1,200	1,600	1,700	2,200

If the trench is 24 inches wide the above number would be divided by 2 to determine the length of field line required.

The trench will have a minimum depth of 18 inches and a maximum depth of 36 inches. The trench width should not exceed 30 inches. The minimum space between adjacent edges of parallel trenches should be 5 feet.

Pipe should be laid in the trench with a minimum fall of 6 inches per 100 feet of pipe. There should be a minimum of 6 inches of gravel depth under the pipe and 2 inches of gravel cover on top of the pipe. A covering of straw, butcher paper or other decomposable material should be placed over the top of the gravel (tar paper or other impervious material should not be used) until the back fill becomes stabilized.

To insure proper compliance with the foregoing requirements, each Builder shall obtain an individual percolation test by a State of Texas licensed Sanitarian or an independent testing laboratory for each lot prior to commencement of construction. During construction of the structure, after the septic tank system is complete but BEFORE it is covered over with dirt, the Builder will obtain an inspection by a State of Texas licensed Sanitarian or an independent testing laboratory of the septic tank system, such inspection to insure that the foregoing minimums have been complied with. The Builder shall obtain a certificate from the Sanitarian or laboratory evidencing compliance with the foregoing. The certificate and the percolation test report will be submitted to the Architectural Control Committee and the Committee will acknowledge in writing compliance with the provisions of this paragraph.

The percolation test report on the individual lot, the certificate of inspection of the open septic tank system and the written acknowledgement of the Architectural Control Committee must be submitted to the Title Company at initial closing when conveyance from the Builder to the Home Owner occurs. They, together with a brochure on "Care and Maintenance of Your Individual Septic Tank System", to be provided by the Developer, will be presented to the new Home Owner. This is a condition of closing herein provided.

No provisions herein provided are intended to and do not supercede or contradict the provisions of the Minimum Construction Rules and Standards for Private Sewage Facilities adopted by the Texas Department of Health on November 30, 1977. Such provisions are absolute minimum in the State of Texas. The intent of the Developer is to provide even more stringent controls and minimum standards to insure the public health and avoid any possible public nuisance to the Subdivision or the community.

No individual sewerage disposal system shall be permitted on any lot if City sanitary sewers are available within 500 feet.

12. TEMPORARY STRUCTURES

No structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently. The Developer, Builders or any other person bonafide engaged in the sale of lots or houses within said Subdivision or in the construction of improvements thereon may maintain within the Subdivision temporary sales or construction offices, any such construction or sales office to be removed within thirty (30) days after written request to move same is delivered to the record Owner of the lot by the Architectural Control Committee.

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13. RELOCATION OF BUILDINGS

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Construction of new buildings shall be permitted within the Subdivision. It is the intent of this covenant to prohibit the moving of any existing structure onto a lot and remodeling or converting same into a dwelling unit.

14. FENCES

Any fence or wall that is placed in front of the residential structure front building line shall be of a first quality residential type, which is harmonious and compatible with the residential character of the subdivision, and no wire fence shall be permitted in front of the building line. No fence or wall shall be erected, placed or altered on any lot higher than 8 feet in height. All fences and walls shall be maintained in a sound secure state by the property Owners.

Any variances from the foregoing must be made by, and any interpretations of compliance with this paragraph of the Covenants and Restrictions will be made by, the Architectural Control Committee in writing. Decisions of the Architectural Control Committee will be final.

15. ROOFS

The roof on each residence, garage or other building constructed on said property shall be constructed of wood singles or shakes, except that other types of material may be used in lieu of wood shingles or shakes if the roof is 300 lb. composition or better and 25 year bonded. The design of all buildings constructed on said property will provide that the roof pitch of any structure shall be 4" in 12' minimum and 12" in 12' maximum. Any deviation of the foregoing must be approved in writing by the Architectural Control Committee.

16. SERVICE FACILITIES

All clothes lines or service facilities must be enclosed within walls, fences or landscaping (which, however, must be in compliance with Paragraph 14 hereof) so as not to be visible from outside the lot.

17. VEHICLES

At no time will any Owner of a lot permit an excessive number of vehicles to be permanently parked on the street in front of his lot. No mobile home, motor home, travel trailer, camper, boat, trailer of any kind, tractor or other farm equipment, motorcycle or inoperable vehicle will be left on the street or parked in the front or side yards of any lot. Such vehicle, if parked or stored on a lot, shall be in the backyard and shall be completely screened from sight of residents on all nearby lots.

Trucks, buses or any vehicle with tonnage in excess of 3/4 ton shall not be permitted to park on the streets, driveways or lots overnight and no vehicle of any size which normally transports inflammable or explosive cargo may be kept in the Subdivision at any time.

18. PETS, LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot for commercial purposes. No person owning any lot shall keep domestic animals in a number in excess of that which he may use for the purpose of companionship of the private family only. Domestic animals may be quartered on the premises as pets. However, the term "domestic animals" specifically excludes cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys or other animals that may interfere with the quietude, health or safety of the community. The quartering of permitted animals shall be carried on in such a manner as to not create conditions adverse to health or the enjoyment, use and well being of the adjacent lots or the neighborhood.

19. SIGNS

No signs or flags for advertising purposes shall be displayed to the public view by home Owners or Builders, excepting only signs of customary

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dimensions (2' X 3' maximum) advertising said property or portions thereof, for sale. Provided, however, during the construction period temporary signs not exceeding the foregoing dimensions that identify professionals or artisans involved in the construction or signs directly related to the sale of the premises shall be permitted.

20. GARBAGE AND REFUSE STORAGE

Garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be stored in the back yard of all lots. No garbage or other waste will be stored in the side yards or front yard of any lot. No lot shall be used or maintained as a dumping ground for rubbish or trash.

21. OPEN STORAGE

No building materials, metals, bulk materials, trash or other materials not normally used in the maintenance of a residential household shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of an approved structure. No machinery shall be placed or operated upon any lot except such machinery as is usual in the maintenance of a private residence.

22. WEEDS AND DEBRIS

Owners of lots, whether built on or not, must keep each lot free of weeds and debris. If at any time, an Owner of any residential lot shall fail to control weeds, unsightly growth and debris that is on a lot the Developer or its assigns, or any other lot Owner within the Subdivision shall have the right to go on said lot, mow and clean and bill Owner of record for charges. Such entry shall not be deemed a trespass and no person shall be subject to any liability therefor. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with such interest thereof and cost of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such lot at the time when the assessment occurred. Each and every Owner 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 such assessments. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

23. GARAGE SALES

If the Owner of any lot desires to engage in a residential garage sale activity, such activity shall be restricted to a maximum three (3) day period and shall not occur more often than once in a twelve (12) month period.

24. NUISANCES AND OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners or occupants of the neighborhood.

25. MINING OPERATIONS

No quarrying or mining operation shall be permitted upon any lot nor shall tunnels, mineral excavations or shafts be permitted upon or in any lot.

26. EASEMENTS

All easements shown on the above described Plat for the purpose of installation of and maintenance of public utilities and all easements hereafter granted for such purposes by the undersigned shall be strictly observed by each Owner or Purchaser of any lot and shall not be in any manner obstructed so as to defeat or hinder any such easements.

27. VALIDITY, SEVERABILITY AND ENFORCEMENT

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If any condition, covenant or restriction herein contained, or any portion thereof, shall be invalid, which invalidity shall not be presumed until the same is determined by the judgement or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect. In the event any portion of these Covenants and Restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Tyler, or of Smith County, then such municipal requirement shall control.

Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any land within the Cumberland Estates Subdivision, Unit V, shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set forth herein.

Violation or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bonafide lien or other similar security instrument which may be then existing on any residential lot in The Cumberland Estates Subdivision, Unit V.

Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of (and are binding upon) each and every person acquiring any part of The Cumberland Estates Subdivision, Unit V, since it is intended that The Cumberland Estates Subdivision, Unit V, shall be developed for residential purposes only, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the Owner of any land except land in The Cumberland Estates Subdivision, Unit V. This instrument, when executed, shall be filed for record in the Deed Records of Smith County, Texas, so that each and every Owner or Purchaser of any portion of The Cumberland Estates Subdivision, Unit V, is on notice of the conditions, covenants, restrictions and agreements herein contained.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for violation, or both. The Architectural Control Committee, and each of its appointed members, shall have an election and right, but not an obligation or duty, to enforce these Covenants and Restrictions by a proceeding or proceedings at law or in equity.

Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

The captions used in connection with paragraphs herein are for convenience only and shall not be deemed to construe or limit the meaning of the language herein.

28. PUBLIC USE

Any restrictions contained herein shall not be intended to restrict or prohibit, and shall not restrict or prohibit, the State of Texas or any political subdivision thereof, including the City of Tyler, Smith County and the Whitehouse Independent School District, from using any of the property affected hereby for public purposes, regardless of the nature of said use.

29. DURATION

The Covenants and Restrictions hereinabove set forth, each of which shall be deemed to be a condition subsequent, shall run with the land and shall be binding upon the undersigned and all persons claiming under the undersigned, and the respective successors, heirs and assigns until February 28, 2003, and said Restrictions shall be automatically extended thereafter for successive ten (10) year periods unless a three-fourths majority of the then Owners of the total lots in The Cumberland Estates, including all Units developed, to be determined on an acreage basis, shall in writing change or modify the same in whole or in part by action taken during the year 2002 or during the last year of any succeeding ten (10) year renewal period.

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IN WITNESS WHEREOF, these presents have been executed on the 20 day of October, 1983.

OWNERS:

R. N. (BUD) PRICE, MAURINE W. PRICE, CYNTHIA LUCILLE McWHERTER and JUDITH ANN PRICE

By: R.N. (Bud) Price
R. N. (Bud) Price, Individually and as Agent and Attorney in Fact

DEVELOPER:

CLUB HOMES, INC.

By: [Signature]
Chadwick J. Edwards
General Manager

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was filed on the date and with the amount shown by me and was duly recorded in the volume and page of the index records of Smith County, Texas.



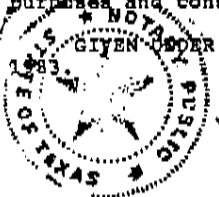
OCT 27 1983

MARY MORRIS
COUNTY CLERK, Smith County, Texas
By: [Signature] Deputy

STATE OF TEXAS |
COUNTY OF SMITH |

BEFORE ME, the undersigned Notary Public in and for said County and State, on this day personally appeared R. N. (BUD) PRICE, known to me to be the person whose name is subscribed to the annexed and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of October, 1983.



[Signature]
NOTARY PUBLIC, Smith County, Texas
My Commission Expires: 1986

STATE OF TEXAS |
COUNTY OF SMITH |

BEFORE ME, the undersigned Notary Public in and for said County and State, on this day personally appeared CHADWICK J. EDWARDS, known to me to be the person whose name is subscribed to the annexed and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of October, 1983.



[Signature]
NOTARY PUBLIC, Smith County, Texas
My Commission Expires: 1986

[Handwritten initials]

2003-R0030179

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ASSIGNMENT OF RIGHTS UNDER COVENANTS AND RESTRICTIONS

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We, the R.D. (Bud) Price and Maurine Wall Price Family Trust, Judith Ann Price and Cynthia Lucille Price Woldert (collectively "Owner/Developer") are the current owners of certain property and/or property rights and are the "developer" of the Cumberland Estates Subdivision, Smith County, Texas (the "Subdivision") as described in, and pursuant to, the following documents (collectively, the "Covenants and Restrictions"), reference to which is hereby made for a more particular description of the real property included in the Subdivision:

1. Covenants and Restrictions on and for the Cumberland Estates Subdivision - Unit I dated February 21, 1978, of record in Volume 1665, Page 69 of the Deed Records of Smith County, Texas.
2. Covenants and Restrictions on and for the Cumberland Estates Subdivision - Unit II dated October 11, 1978, of record in Volume 1705, Page 715 of the Deed Records of Smith County, Texas.
3. Covenants and Restrictions on and for the Cumberland Estates Subdivision - Unit III dated April 4, 1979, of record in Volume 1733, Page 862 of the Deed Records of Smith County, Texas.
4. Covenants and Restrictions on and for the Cumberland Estates Subdivision - Unit IV dated March 13, 1980, of record in Volume 1792, Page 612 of the Deed Records of Smith County, Texas.
5. Covenants and Restrictions on and for the Cumberland Estates Subdivision - Unit V dated October 20, 1983, of record in Volume 2183, Page 536 of the Deed Records of Smith County, Texas.
6. Covenants and Restrictions on and for the Cumberland Estates Subdivision - Unit VI dated April 8, 1986, of record in Volume 2532, Page 81 of the Deed Records of Smith County, Texas.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner/Developer hereby grants, conveys, transfers and assigns to Cumberland Estates Homeowner's Association, Inc., P.O. Box 131451, Tyler, Smith County, Texas 75713 (i) its right to appoint and remove members of the Architectural Control Committee and to fill vacancies in the Architectural Control Committee under Section 4 of each of the above-referenced Covenants and Restrictions, and (ii) any and all authority the Owner/Developer has to enforce the Covenants and Restrictions against any person or persons violating or attempting to violate any covenant or restriction contained in any of the Covenants and Restrictions.

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Dated this 12 day of ^{June}~~May~~, 2003.

Maurine Wall Price
Maurine Wall Price, Trustee of the R.N. (Bud)
Price and Maurine Wall Price Family Trust

Judith Ann Price
Judith Ann Price

Cynthia Lucille Price Woldert
Cynthia Lucille Price Woldert

THE STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the 12 day of June, 2003,
by Maurine Wall Price, Trustee of the R.N. (Bud) Price and Maurine Wall Price Family Trust.



Leah Weatherly
Notary Public, State of Texas
Notary's Printed Name: Leah Weatherly
Commission Expires: 12/27/03

THE STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on the 12 day of June, 2003,
by Judith Ann Price.



Leah Weatherly
Notary Public, State of Texas
Notary's Printed Name: Leah Weatherly
Commission Expires: 12/27/03

THE STATE OF TEXAS §
COUNTY OF SMITH §

This instrument was acknowledged before me on the 12 day of June, 2003,
by Cynthia Lucille Price Woldert.



Leah Weatherly
Notary Public, State of Texas
Notary's Printed Name: Leah Weatherly
Commission Expires: 12-27-08

When recorded, return to:

Cumberland Estates Homeowner's Association, Inc.
P.O. Box 131451
Tyler, Texas 75713

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was
filed on the date and time stamped hereon
by me and was duly recorded in the Official
Public records of Smith County Texas.



JUN 13 2003

Judy Carnes
JUDY CARNES
COUNTY CLERK, Smith County, Texas

Filed for Record in:
SMITH COUNTY, TEXAS
JUDY CARNES, COUNTY CLERK
On Jun 13 2003
At 1:06pm
Receipt #: 271404
Recording: 13.06
Doc/Num : 2003-00020179
Doc/Type : REC
Deputy -Glorie Parks