

**ACKNOWLEDGEMENT OF RENEWAL,
AMENDMENT AND EXTENSION OF RESTRICTIONS**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, Peter Nuttall and Mary Nuttall filed restrictions for each original property sale in the **CUMBERLAND ESTATES**, Montgomery County, Texas, and,

WHEREAS, we the undersigned property owners have signed this document renewing, amending and extending the above-mentioned restrictions on our respective properties, and,

WHEREAS, the **Original 'Restrictions'** is amended by deleting paragraphs numbered **II (a), (b) and (d), III (a) and (b), IV, V, VI, X, XV and XVII**, and,

WHEREAS, the **'Amendment to Restrictions'** is amended by deleting paragraph numbers **IV and XVI** as follows:

Amendments to Original 'RESTRICTIONS' (EXHIBIT A)

- (1) All provisions as set out in **II (a), (b) and (d)** of the aforementioned original instrument and in subsequent pages thereof, are hereby deleted and cancelled in their entirety.
- (2) All provisions as set out in **III (a) and (b)** of the aforementioned original instrument and in subsequent pages thereof, are hereby deleted and cancelled in their entirety.

- (3) All provisions as set out in **IV** of the aforementioned instrument and in subsequent pages thereof, are hereby amended.
- (4) All provisions set out in **V** of the aforementioned instrument and in subsequent pages thereof, are hereby deleted and cancelled in their entirety.
- (5) All provisions as set out in **VI** of the aforementioned instrument and in subsequent pages thereof, are hereby deleted and cancelled in their entirety.
- (6) All provisions as set out in **X** of the aforementioned instrument and in subsequent pages thereof, are hereby deleted and cancelled in their entirety.
- (7) All provisions as set out in **XV** of the aforementioned instrument and in subsequent pages thereof, are amended to delete “dwelling” and be replaced with “building structure”.
- (8) All provisions as set out in **XVII** of the aforementioned instrument and in subsequent pages thereof, are hereby amended.
- (9) Whenever the word “restrictions” is used shall be construed to include conditions, covenants, reservations, easements and/or agreements.

Amendments to ‘AMENDMENT TO RESTRICTIONS’ (EXHIBIT B)

All provisions as set out in **IV** of the aforementioned instrument and in subsequent pages thereof, are hereby deleted and cancelled in their entirety.

All provisions as set out in **XVI** of the aforementioned instrument and in subsequent pages thereof, are hereby deleted and cancelled in their entirety and amended.

The properties affected by the **Original “Restrictions”** and **“Amended Restrictions”** are the ones listed below, with the signatures of the property owners.

Lots One (1) through Four (4) of Cumberland Estates, a subdivision in Montgomery County, Texas located out of and a part of the John N. Thomas Survey, Abstract No. 5149 recorded in Volume 797, Page 1199 of the Deed Records of Montgomery County. Said lots being more particularly described by metes and bounds in the aforementioned instrument; reference to which is hereby made.

Executed this 22nd day of May, 2019.


Peter Nuttall



Mary Nuttall

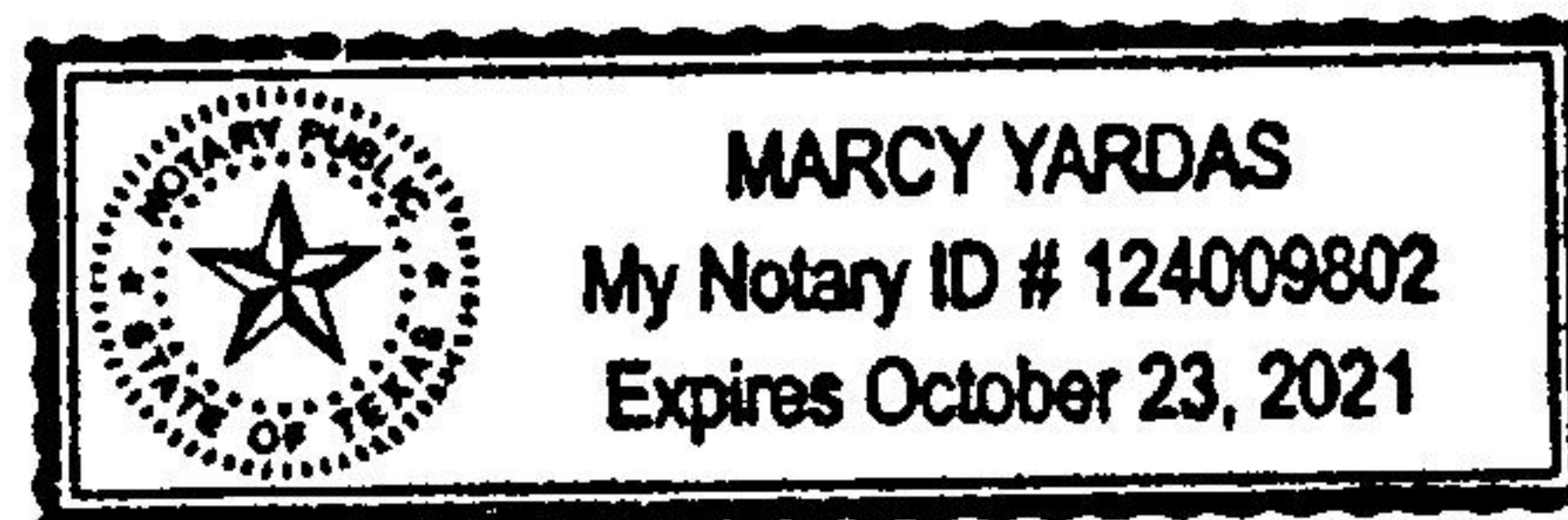
THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of May, 2019.


Notary Public in and for
Montgomery County, Texas

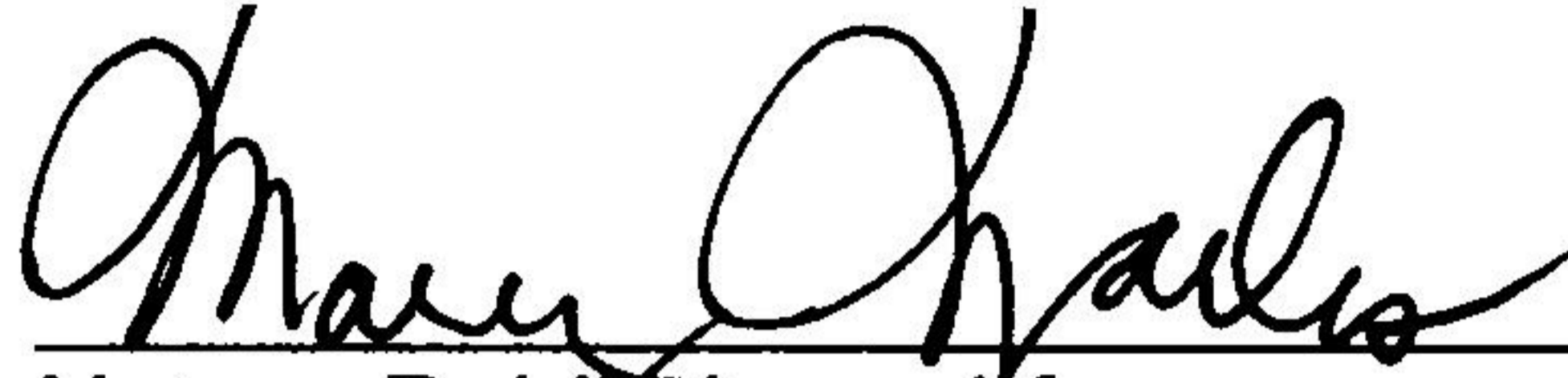


THE STATE OF TEXAS §

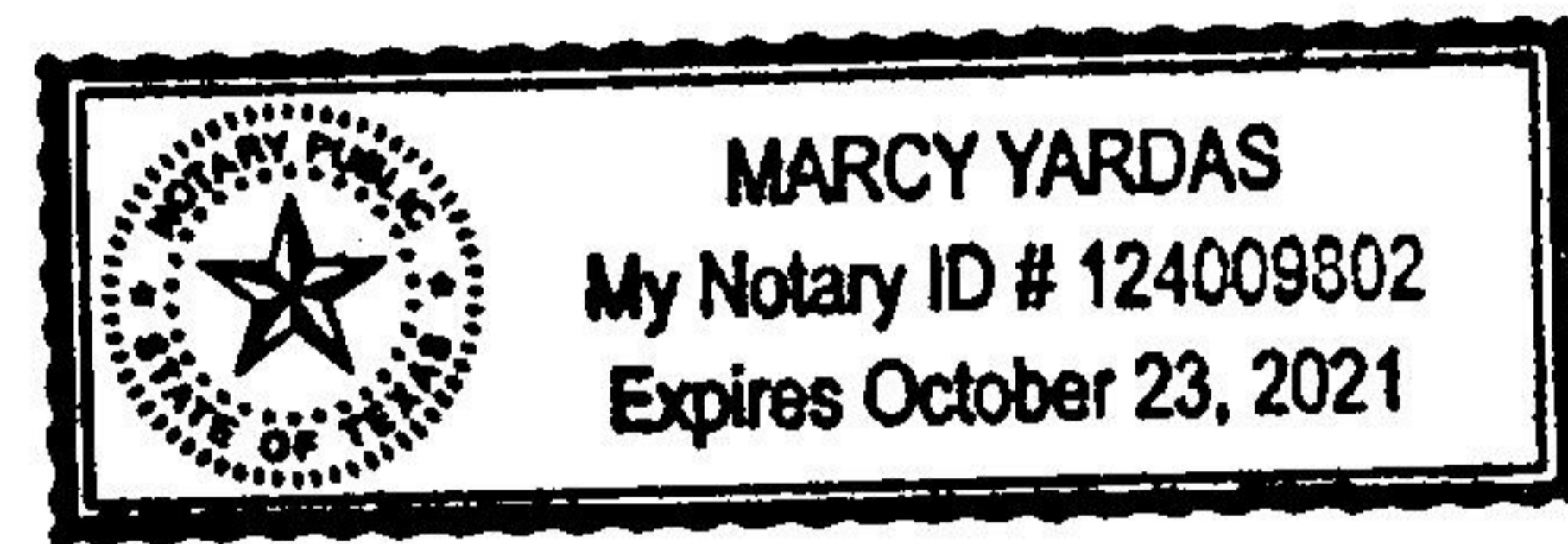
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mary Nuttall, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of May, 2019.



Notary Public in and for
Montgomery County, Texas



Return to
Marcy Yardas
Yardas LAW Firm
100 I-45 North, Suite 200
Cove, TX 77301

-RESTRICTIONS-

DEEDS

05490 Lots One (1) through Four (4) of CUMBERLAND ESTATES.
A subdivision in the John N. Thomas Survey, Abstract
No. 549 in Montgomery County, Texas.

THOMAS

THE STATE OF TEXAS §
 KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THAT I, BRUCE J. CALDWELL, SR., not joined by my wife as
this property does not constitute my homestead, either residential
or business, hereinafter called "GRANTOR", being the owner of
that certain tract of land in the amount of 6.9401 acres out of
the JOHN N. THOMAS SURVEY, A-549, in Montgomery County, Texas,
and being more particularly described by metes and bounds in
Exhibit "A" attached hereto, which has heretofore been platted
into that certain subdivision known as Lots 1 through 4 of
CUMBERLAND ESTATES, an unrecorded Subdivision in Montgomery
County, Texas, and desiring to create and carry out a uniform
plan for the improvement, development and sale of all of the
lots in said CUMBERLAND ESTATES for the benefit of the present
and future owners of said lots does hereby adopt and establish
the following restrictions, reservations, covenants and easements
to apply uniformly to the use, occupancy and conveyance of all
lots in CUMBERLAND ESTATES and each contract or deed which may
be hereafter executed with regard to any of the lots in said
CUMBERLAND ESTATES shall be conclusively held to have been
executed, delivered and accepted subject to the following reser-
vations, restrictions, covenants, easements, liens and charges,
regardless of whether or not said reservations, restrictions,
covenants, easements, liens and charges are set out in full in
said contract or deed.

RESERVATIONS

There shall be and are hereby reserved in Grantor the
following rights, title and easements, which reservations shall
be considered a part of the land and construed as being adopted
in each and every contract, deed or other conveyance executed or
to be executed by or on behalf of Grantor in the conveyance

EX. A
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#305490

VA 797 REC 500

of said property or any part thereof;

1.

Grantor reserves the right to convey necessary utility easements and rights-of-way, which easements and rights-of-way are reserved for the use and benefit of Grantor and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers or any other utility or service which Grantor may find necessary for the proper service of lots in CUMBERLAND ESTATES.

2.

Grantor reserves the right to impose additional restrictions and dedicate additional easements and street rights-of-way on any unsold lots or building sites in CUMBERLAND ESTATES, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instruments in writing duly recorded in the Office of County Clerk of Montgomery County, Texas, or incorporated in the deed from Grantor conveying the lot or building site in CUMBERLAND ESTATES to be so additionally restricted or subjected to such easement or right-of-way.

3.

Neither Grantor nor any utility company using the above mentioned easements shall be liable for any damages done by either of them or their assigns, agents, employees or servants to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

4.

It shall be and is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in said CUMBERLAND ESTATES by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Grantor or utility companies through along or upon the easements, premises or any

EX. A
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part thereof to serve said property or any other portions of CUMBERLAND ESTATES and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any public service corporation, or to any other party, is hereby expressly reserved in Grantor.

THE CUMBERLAND ESTATES COMMITTEE

At such time as seventy-five per cent (75%) of the land area in CUMBERLAND ESTATES shall be sold or deeded by Grantor, then the lot owners in CUMBERLAND ESTATES may by vote, as hereinafter provided, appoint or elect a committee of not less than two (2) members to be known as the CUMBERLAND ESTATES COMMITTEE, hereinafter referred to as the "Committee". Each member of the Committee must be a lot owner in CUMBERLAND ESTATES. Each lot owner shall be entitled to one (1) vote for each lot (or for each building site conforming to the provisions of Paragraph III. of the Section hereof entitled "Restrictions") to which he then holds record title. Grantor reserves the right to be a permanent member of such committee, said right to bear the same duties and responsibilities as the other members of the committee.

Grantor shall be obligated to arrange for the initial election of such Committee at such time (after the sale of seventy-five per cent (75%) of the land area as hereinbefore set out) as two or more lot owners in CUMBERLAND ESTATES request in writing the call of such election. Thereafter, the Committee shall also be obligated to arrange for elections for the removal and/or replacement of Committee members when so requested in writing by two or more lot owners in CUMBERLAND ESTATES. The Committee may also call such an election within its own discretion.

Such election (or any other election for the removal or replacement of Committee members) shall be governed by the following: The Committee (or Grantor until such Committee is initially elected) shall serve written notice of such election to each of the then lot owners in CUMBERLAND ESTATES by addressing such notice by registered mail to the last known address of such owners at least two weeks prior to such election, therein apprising said owners of the time and place of said election. Votes of owners shall be

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evidenced by written ballot furnished by the Committee (or Grantor) and the Committee shall maintain said ballots as a permanent record of such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof.

The results of such election shall be determined by the majority vote of those owners then voting. The appointment or election of the Committee and of any removal or replacement of members thereof shall be evidenced by the recording of an appropriate instrument properly signed and acknowledged by a majority of the then property owners voting in such election. The Committee, when created shall function as representatives of all the property owners in CUMBERLAND ESTATES to assure against depreciation of the property values in said addition by giving its attention to the matters hereinafter set out as proper functions of such committee, and shall be authorized to:

1. Collect and expend, in the interest of the subdivision as a whole, the Maintenance Fund hereinafter created.
2. Enforce, by appropriate proceedings, these covenants and restrictions.
3. Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided for.
4. Approve or reject plans and specifications for improvements, to be erected in CUMBERLAND ESTATES, all of which must be submitted to and approved by it prior to the commencement of construction of any such improvements, in accordance with these restrictions.
5. Employ from time to time an architect or architects for advice and consultation with reference to plans and specifications for any improvements to be constructed in CUMBERLAND ESTATES and to pay such architect or architects for their advice in connection with such matters out of the Maintenance Fund, a sum of or sums of money which the Committee deems to be appropriate.

Members of the Committee may, at any time, be relieved of

their position and substitute members therefor appointed by vote as above set out: Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending further action by the lot owners. Until such time as a Committee has been formed, as above provided for, the Committee shall be comprised of two (2) members to be designated by Grantor. Such Committee shall have the right to act within the authority granted to the Committee under these restrictions and covenants. Neither Grantor nor any member of the Committee shall ever be liable to any person, firm or corporation for any action taken with reference to the matters hereinabove set out in this section of this instrument or for any action (other than fraud and theft) taken with respect to the collection and/or administration and/or expenditure of monies belonging to the Maintenance Fund hereinafter provided for, the acceptance by any party of a deed to any lot or building site in CUMBERLAND ESTATES shall constitute such party's covenant and agreement that such liability shall not exist.

MAINTENANCE CHARGE

Each lot, or building site conforming to the provisions of Paragraph III. of the Section hereof entitled "RESTRICTIONS", is hereby subject to an annual maintenance charge of not more than ONE HUNDRED AND FIFTY DOLLARS (\$150.00) per year, for the purpose of creating a fund to be known as the "MAINTENANCE FUND", to be paid by the owners of each and all of the sites in said subdivision, annually, in advance, upon the first day of January of each year, beginning January 1, 1973. The amount of said charge will be determined by the Committee during the month next preceding the due date of said charge. The maintenance charges levied by the Committee shall be paid to the Committee and shall be held by it in trust and used for the benefit of all owners in CUMBERLAND ESTATES, and such sum may be expended by the Committee for any purposes, which in its judgment, will be most effective in maintaining the property values in CUMBERLAND ESTATES including, but not

by way of limitation, the lighting, landscaping, improving and maintaining the streets and roads in CUMBERLAND ESTATES, collecting and disposing of garbage, ashes or other refuse in CUMBERLAND ESTATES, employing policemen, and/or watchmen, caring for vacant lots and trees thereon, fogging or spraying for control of mosquitoes and other insects, and in doing any other thing necessary or desirable, which in the opinion of the Committee, will keep the property neat and presentable, or for any other purposes which the Committee considers will benefit the owners or occupants of property in CUMBERLAND ESTATES. Grantor does not bear the responsibility of paying the maintenance charge for all unsold lots in CUMBERLAND ESTATES.

To secure the payment of the Maintenance Charge levied against each lot, or conforming building site, a vendor's lien is hereby reserved by Grantor, said lien shall be enforceable through appropriate proceedings at law by Grantor until such time as the Committee is formed pursuant to the provisions hereof, after which such time said lien shall be enforceable by the Committee. Grantor does hereby subordinate said lien securing said Maintenance Charge to the lien or liens of any bona fide lender who hereafter lends monies for the purchase of any lot in said addition, and/or for the construction and/or permanent financing of any improvements on any such lot.

ROADWAY AND PARK DEDICATION

The 0.3408 acre tract described below, consisting of a 32 foot private roadway known as CAMBRIDGE COURT and a private park located immediately adjacent to the east line of the Old Magnolia Road is hereby dedicated for the use and benefit in common of all the property owners of Lots One (1) through Four (4) of CUMBERLAND ESTATES. In this connection it is stipulated that in the event the said private park ever ceases to be used for same, then at that event said park area shall revert to and become the property of Grantor, his heirs and assigns forever.

A 0.3408 Acre tract of land out of a part of that certain 7.693 acre tract of land out of a part of the John N.

Thomas Survey, Abstract No. 549, Montgomery County, Texas, conveyed to BRUCE J. CALDWELL, SR. and wife, NANCY H. CALDWELL by instrument recorded in Volume 698 at Page 610 of the Montgomery County Deed Records, to which reference is herein made, said tract of land more particularly described as follows:

BEGINNING at Champion Paper & Fibre Co. monument no. 410, same being the Southeast corner aforesaid 7.693 acre tract of land;

THENCE North 89 deg. 56 min. 46 sec. West 662.00 ft. along the Intra North boundary of the Champion Paper and Fibre Co. tract and the South boundary aforesaid 7.693 acres to a 1/2" steel rod at the East right-of-way line of Old Magnolia Road;

THENCE North 22 deg. 37 min. 18 sec. East 283.17 ft. along the East boundary of Old Magnolia Road to a 1/2" steel rod at the intersection of Old Magnolia Road with a private roadway known as Cambridge Court, said 1/2" steel rod being the "Place of Beginning" of herein described tract;

THENCE along the curved right-of-way of private roadway a curvilinear distance of 307.44 ft. to a 1/2" steel rod situated at the East line of Old Magnolia Road;

THENCE South 22 deg. 37 min. 18 sec. West at 32 ft. past the most Northerly South line of Cambridge Court, a total distance of 216.70 ft. along the West boundary of tract described and along the East right-of-way line of Old Magnolia Road to the PLACE OF BEGINNING containing within these metes and bounds 0.3408 acres of land more or less.

RESTRICTIONS

I

No residence or structures (including by way of example but not by way of limitation, fences, walls, air conditioning towers and swimming pools) or any additions thereto, or any alterations hereof, shall be erected, renovated or re-constructed, placed or suffered to be placed or remain upon any premises comprising part of CUMBERLAND ESTATES until the architect's detailed plans and specifications therefor, together with the outside color scheme thereof, have been approved by the Committee. Such plans and specifications must accurately reflect the size, location and type of the structure, including the materials to be used in any improvements contemplated, together with an accurate plot plan showing the grading plan of the lot, the grade elevation of said buildings and structures, and the location of same with respect to the lot lines, and front, side and rear set back lines, and the outside color scheme to be used on any improvements to be erected on CUMBERLAND ESTATES. A true copy of all such plans and specifications and details shall be lodged permanently with the Committee and any buildings or improvements which are thereafter erected

EX. A.
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shall conform in detail to such plans and specifications. It is provided, however, that if the Committee neither approves nor rejects such plans and specifications in writing within thirty (30) days after filing of the same with the Committee, its approval thereof shall be implied.

II.

(a) No building shall be located nearer than 100 ft. to the front lot lines nor nearer than 50 ft. to the side street lines. In any event, no residence shall be located on any lot or building site nearer than fifty (50) feet to the side line of any such lot or building site. If any two or more lots or fractions thereof are consolidated into one homesite, in conformity with the provisions of Paragraph III. hereof, the building setback restrictions shall be deemed to apply to such resultant homesite as if it were one original lot.

(b) No garage placed on any lot or building site in CUMBERLAND ESTATES may face or open toward any street or road, where such street or road is a boundary of such lot, except with written consent of the Committee.

(c) No fence, wall or hedge shall be placed on any lot in CUMBERLAND ESTATES nearer to the front of lots in said subdivision than is permitted for the main residence on such lots. The location, height, type and design of any fence or wall in CUMBERLAND ESTATES shall be approved in writing by the Committee prior to construction.

(d) No road or driveway shall be constructed upon any lot which has as one of its boundaries the Old Conroe-Magnolia Road, where such road or driveway would provide access from the Old Conroe-Magnolia Road.

III.

(a) No lot or lots in CUMBERLAND ESTATES shall be re-subdivided in any manner except as provided in sub-paragraph (b) of this Section III. next following.

(b) Any person owning two or more adjoining lots in CUMBERLAND ESTATES, may subdivide or consolidate such lots into building sites,

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with the privilege of placing or constructing improvements, as permitted in the next following section hereof, on each such resulting building site, provided any such re-subdivision or consolidation from such re-subdivision shall have a land area of not less than two acres of land.

IV.

Any residence constructed in CUMBERLAND ESTATES must have a living area of not less than 2,500 square feet for one story dwellings and not less than 3,000 square feet for more than one story dwellings, exclusive of open or screened porches, terraces, driveways, carports and garages.

V.

All lots or building sites in CUMBERLAND ESTATES shall be used for single family residential purposes only, and no structure shall be altered, placed, erected or permitted to remain on any lot or building site except one single family residence, which shall not exceed two stories in height and a private garage, which shall not exceed the height of the residence in stories or overall height, and which may contain living quarters only for bona fide servants.

VI.

No mobile home, tent, shack or other temporary structure shall ever be erected, placed or maintained on any lot or building site in CUMBERLAND ESTATES for human or animal habitation, and no temporary building, basement, garage or other out building erected on any lot or building site in CUMBERLAND ESTATES, shall at any time used for human or animal habitation (except by bona fide servants, as stated) temporarily or permanently. This provision does not exclude parking of mobile homes on property owned by lot owners, provided it is uninhabited and is parked within 25 feet of the rear side of a lot or building site at the point of its greatest depth. Further, this provision does not exclude erection of permanent bona fide servant and/or guest housing, animal stables and tack rooms, or workshops, provided; however, such structure are

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approved following the procedure outlined in Section I hereof and are erected generally behind the main house structure.

VII.

No nuisance shall ever be erected or suffered to remain upon any site or sites in said subdivision, provided, however, that the Committee shall be the sole and exclusive judge as to what constitutes a nuisance.

VIII.

No trash, manure, garbage, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on any lot, the occurrence of which shall be remedied by the Committee in the manner set out under Section IX below.

IX.

Each owner of a lot in CUMBERLAND ESTATES binds and obligates himself through purchase of such lot to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself to keep the grass, vegetation and weeds on his lot cut as often as may be necessary to keep same in a neat and attractive condition. In the event any purchaser of a lot in CUMBERLAND ESTATES should, in the opinion of the Committee, fail to maintain his lot in a neat and attractive manner, said Committee will notify such owner in writing of any objectionable, detrimental or unattractive conditions existing on such lot and request such owner to eliminate same. In the event any such owner shall fail to eliminate any objectionable, detrimental or unattractive conditions existing on such owner's lot within fifteen days after receipt of written notice from the Committee specifying such objectionable or detrimental conditions, then, in such event, the Committee is authorized to eliminate such conditions and charge the cost of same to such lot owner, and any such expense incurred by the Committee in such event shall be added to, be a portion of, and secured in the same manner as the Maintenance Charge assessed against such lot for the following year. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a lot owner fail to do so after

EX-A.
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being duly notified, the Committee shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with or arising from such action.

X.

No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on any lot without the consent in writing by the Committee. Grantor or members of the Committee shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure which is placed on any lot without such consent and in so doing shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal.

XI.

No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the property in CUMBERLAND ESTATES and all indoor toilets and baths shall be installed with and connected to a septic tank or sanitary sewer which must be approved by all state, county or city health authorities having jurisdiction. The drainage of septic tanks into road ditches, either directly or indirectly, is strictly prohibited.

XII.

No hogs, goats, chickens, cows, horses or other animals carrying an offensive odor shall be domiciled on lots in CUMBERLAND ESTATES, nor shall other farm and domestic animals be maintained for propagation and subsequent commercial exploitation; however, not more than two (2) horses may be kept upon Lots Two (2) and Four (4), provided that adequate fences and stables shall be maintained upon such building site (said fences and stables to be approved by the committee).

XIII.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any building site, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any building

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site. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site.

XIV.

The use or discharge of pistols, rifles, shot guns, other firearms, explosives or fireworks is expressly prohibited on any part of CUMBERLAND ESTATES.

XV.

Each lot on which a dwelling structure is located shall be subject to a monthly charge by the Gulf States Utilities Company at their standard rates for such charge for street lighting services. This charge will be included in the monthly bill from Gulf States Utilities Company, in addition to all other charges such lot owner may incur for electric service, as outlined in Gulf States Utilities Rate Schedule RLU. Rate Schedule RLU is subject to change without notice.

Any purchaser of a lot in CUMBERLAND ESTATES, understands and agrees that only underground electric service at 120/240 volts, single phase, 3-wire, will be available for said lots and that the locked rotor current of any motor connected to this service will be limited in accordance with standard service practices of Gulf States Utilities Company and no above surface electric service wires will be installed outside of any structure. All such purchasers of said lots understand and agree that underground electric service lines will extend and under the lots in order to serve the residences thereon, and said area above said underground lines, and extending 2 1/2 feet to each side of said underground lines, shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing said underground facilities by the utility company, and said purchasers shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

XVI.

These covenants and restrictions shall run with the land, and

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It shall be binding upon Grantor, his successors and assigns, and all persons or parties claiming under it, for a period of twenty-five years from the date hereof, at which time they shall be automatically extended for successive periods of ten years each, unless prior to the expiration of any such period the then owners of a majority of the land area in CUMBERLAND ESTATES shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the period in which it is executed and recorded. These covenants and restrictions may be amended prior to the expiration of the above mentioned twenty-five year period, provided the owners of a majority of the land area in CUMBERLAND ESTATES execute and record an instrument doing so.

XVII.

If the Grantor herein, or any of his successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision, or for the Committee on their behalf, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restriction or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, to the benefit of any owners of sites in said subdivision as their interest may appear.

XVIII.

In the event any one, or more, of these covenants, agreements, reservations, easements, restrictions or maintenance charges shall become or be held invalid, by reason of abandonment, waiver or judicial decision, the same shall in nowise affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions or maintenance charges set out herein, which shall remain in full force and effect.

EXECUTED this the 11th day of December, 1972.

[Handwritten signature]

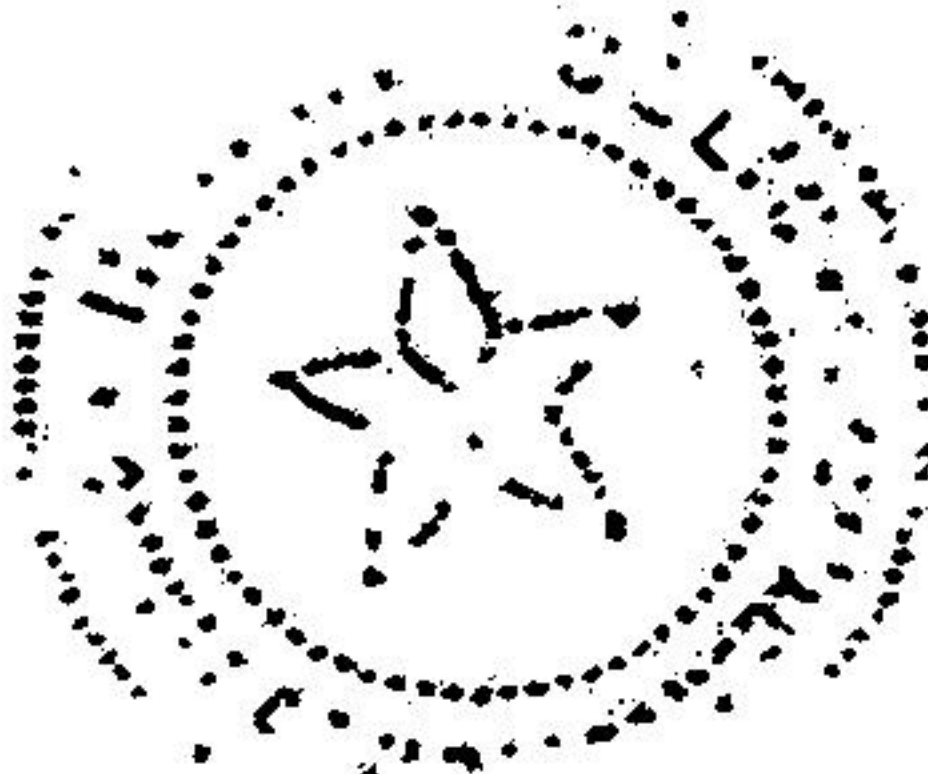
EX. A.
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THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared BRUCE J. CALDWELL, SR., known to me to be the person whose name is subscribed to the 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 11th day of November, 1972.



Charles H. ...
Notary Public in and for
Montgomery County, Texas.

Return to
Yardas Law Firm
Joe Yardas
1007-45 North, Suite 200
Conroe TX 77301

347455

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AMENDMENT TO RESTRICTIONS

DEEDS

FOR

Lots One (1) through Four (4) of CUMBERLAND ESTATES

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

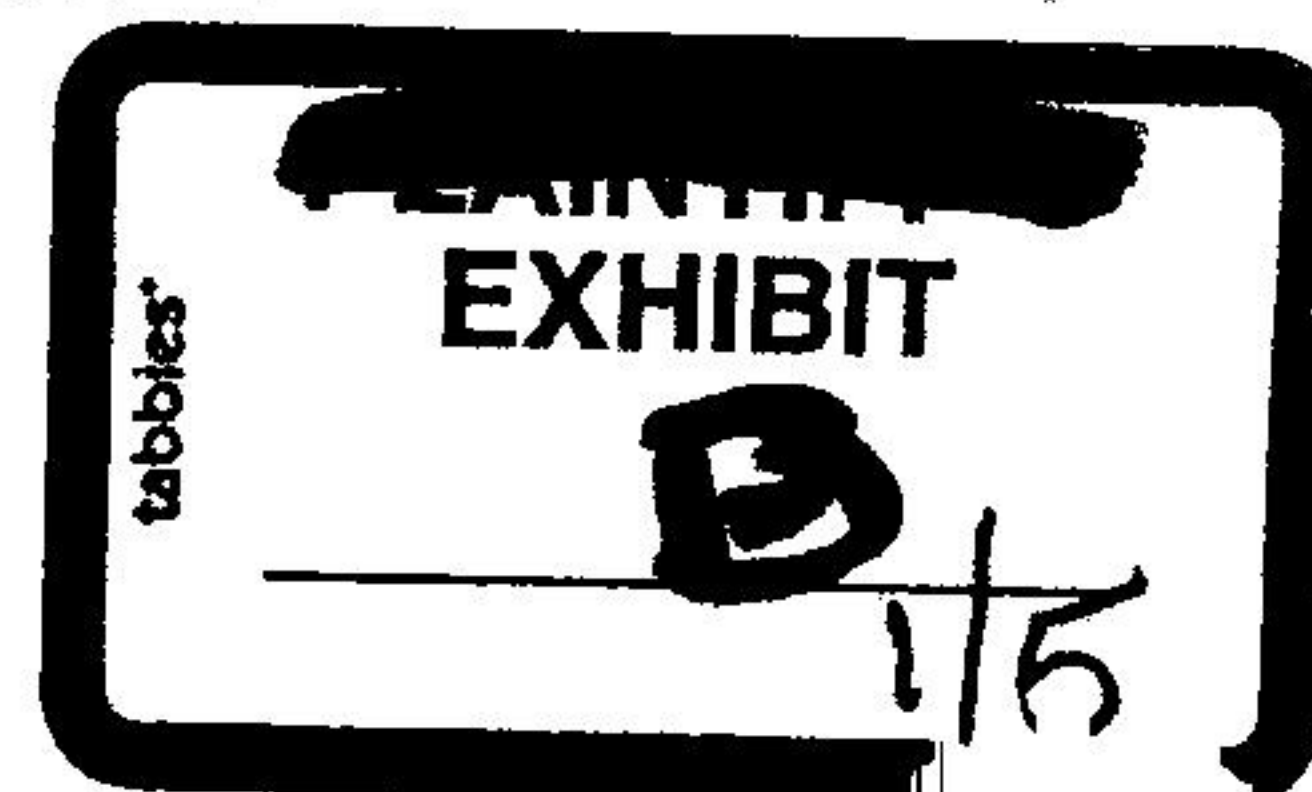
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument dated December 11, 1972, recorded in Volume 797, Page 499 of the Deed Records of Montgomery County, Texas, Bruce J. Caldwell, Sr., being the owner of the property covered and affected thereby, did adopt and establish certain restrictions, reservations, covenants and easements covering and affecting Lots One (1) through Four (4) of Cumberland Estates, a subdivision in Montgomery County, Texas located out of and a part of the John N. Thomas Survey, Abstract No. 549 in Montgomery County, Texas. Said lots being more particularly described by metes and bounds in the aforementioned instrument; reference to which is hereby made.

WHEREAS, since the filing of the aforementioned restrictions, Jo Ann Jordan, formerly known as Jo Ann Burroughs has purchased Lot 3, the deed to said lot being dated December 14, 1972 and recorded in Volume 798, Page 393 of the Deed Records of Montgomery County, Texas.

WHEREAS, the said Bruce J. Caldwell, Sr., joined herein by Jo Ann Jordan, desire to amend and cancel certain provisions as originally contained in the aforementioned instrument recorded in Volume 797, Page 499 of the Deed Records of Montgomery County, Texas, so that the above described property shall be hereafter held and conveyed subject to the covenants, conditions, stipulations and restrictions set forth in said instrument, as amended by the terms and provisions hereof.

NOW THEREFORE, the said Bruce J. Caldwell, Sr., joined herein by Jo Ann Jordan hereby amend and cancel the following provisions as contained in the aforementioned restrictions,
to wit:



Paragraphs No. 1 and No. 2 under "RESERVATIONS", as set out on pages 1 and 2 of the aforementioned instrument is hereby deleted and cancelled in its entirety.

All provisions relating to "THE CUMBERLAND ESTATES COMMITTEE", as set out on pages 3, 4 and 5 of the aforementioned instrument and in subsequent pages thereof, is hereby deleted and cancelled in its entirety.

All provisions relating to "MAINTENANCE CHARGE", as set out on pages 5 and 6 of the aforementioned instrument is hereby deleted and cancelled in its entirety.

All provisions relating to "ROADWAY AND PARK DEDICATION", as set out on pages 6 and 7 of the aforementioned instrument is hereby deleted and cancelled in its entirety.

Paragraph I of the "RESTRICTIONS", as set out on pages 7 and 8 of the aforementioned instrument is hereby deleted and cancelled in its entirety.

Sub-paragraph "C" under paragraph II of the "RESTRICTIONS", as set out on page 8 of the aforementioned instrument is hereby deleted and cancelled in its entirety.

Paragraph IV of the "RESTRICTIONS", as set out on page 9 of the aforementioned instrument is hereby amended to add to and become a part of the aforementioned paragraph IV the following sentence to wit: All structures in Cumberland Estates must have roofs constructed of either wood, tile or other materials other than composition.

Paragraph IX of the "RESTRICTIONS", as set out on page 10 of the aforementioned instrument is hereby deleted and cancelled in its entirety and the following paragraph



substituted in lieu thereof:

IX. Each owner of a lot in Cumberland Estates binds and obligates himself through purchase of such lot to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself to keep the grass, vegetation and weeds on his lot cut as often as may be necessary to keep the same in a neat and attractive condition.

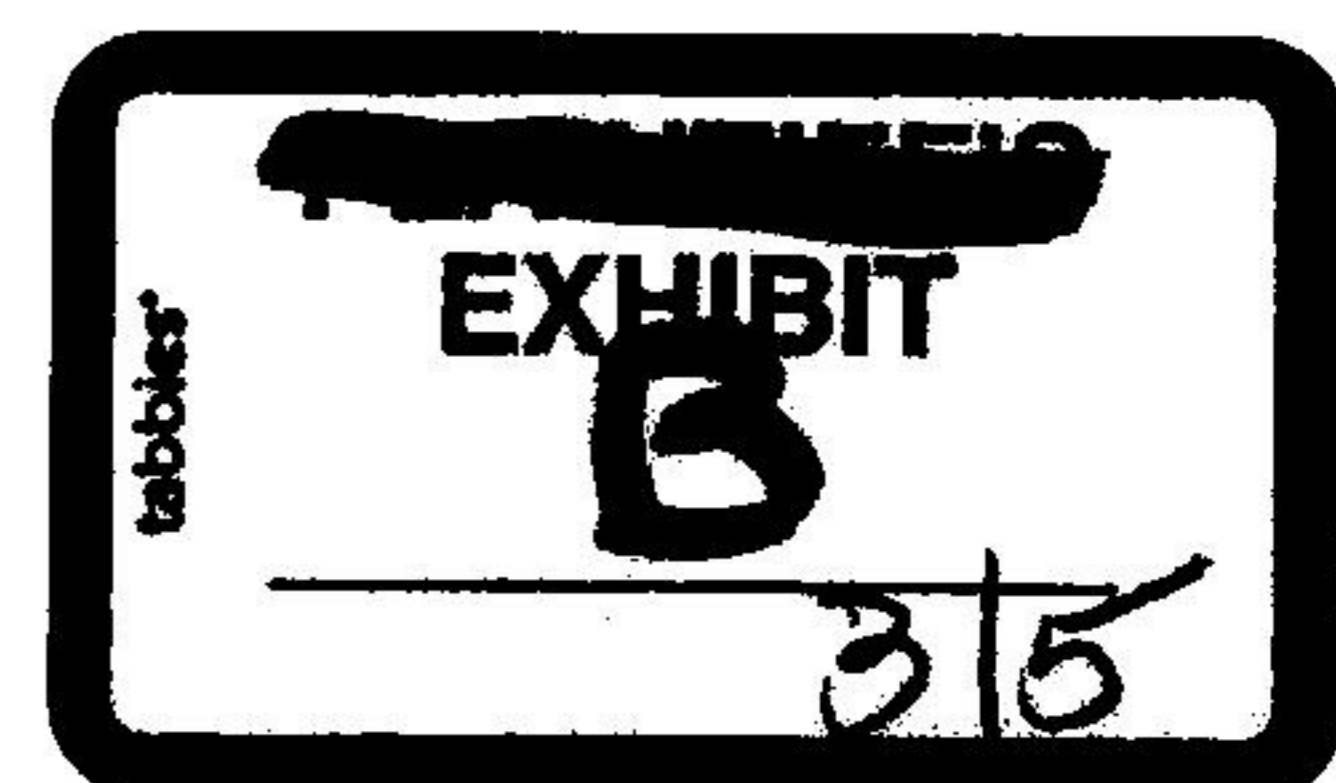
Paragraph XII of the "RESTRICTIONS", as set out on page 11 of the aforementioned instrument is hereby deleted and cancelled in its entirety and the following paragraph substituted in lieu thereof:

XII. No hogs, goats, chickens, cows or other animals carrying an offensive odor shall be domiciled on lots in Cumberland Estates, nor shall other farm and domestic animals (excluding horses) be maintained for propagation and subsequent commercial exploitation. This restriction does not exclude the domicile of horses on lots in Cumberland Estates nor the maintenance for propagation and subsequent commercial exploitation thereof, provided that adequate fences and stables shall be maintained upon such building site or sites.

bc JF

Paragraph XVI of the "RESTRICTIONS", as set out on page 13 of the aforementioned instrument is hereby deleted and cancelled in its entirety and the following paragraph substituted in lieu thereof:

XVI. These covenants and restrictions shall run with the land, and shall be binding upon grantor, his successors and assigns, and all persons or parties claiming under it, for a period of twenty-five years from the date hereof, at which time they shall be automatically extended for successive periods of ten years each, unless prior to the expiration of



any such period, Bruce J. Caldwell, Sr. or his heirs,
bk *jj* and the then owners of a majority of
 Lots 1 thru 4 in Cumberland Estates shall execute and record
 an instrument changing these covenants and restrictions in
 whole or in part, the provisions of said instrument to
 become operative at the expiration of the period in which
 it is executed and recorded. These covenants and restrictions
 may be amended prior to the expiration of the above mentioned
 twenty-five year period, provided Bruce J. Caldwell, Sr.
 or his heirs, successors and assigns and the then owners of
 a majority of the land area in Cumberland Estates execute
 and record an instrument doing so. All reference to Bruce J.
 Caldwell, Sr. and his heirs shall be null and void in the event
 he or his heirs cease to own any property in the John N. Thomas
 Survey, Abstract No. 549 in Montgomery County, Texas. *bk* *jj*

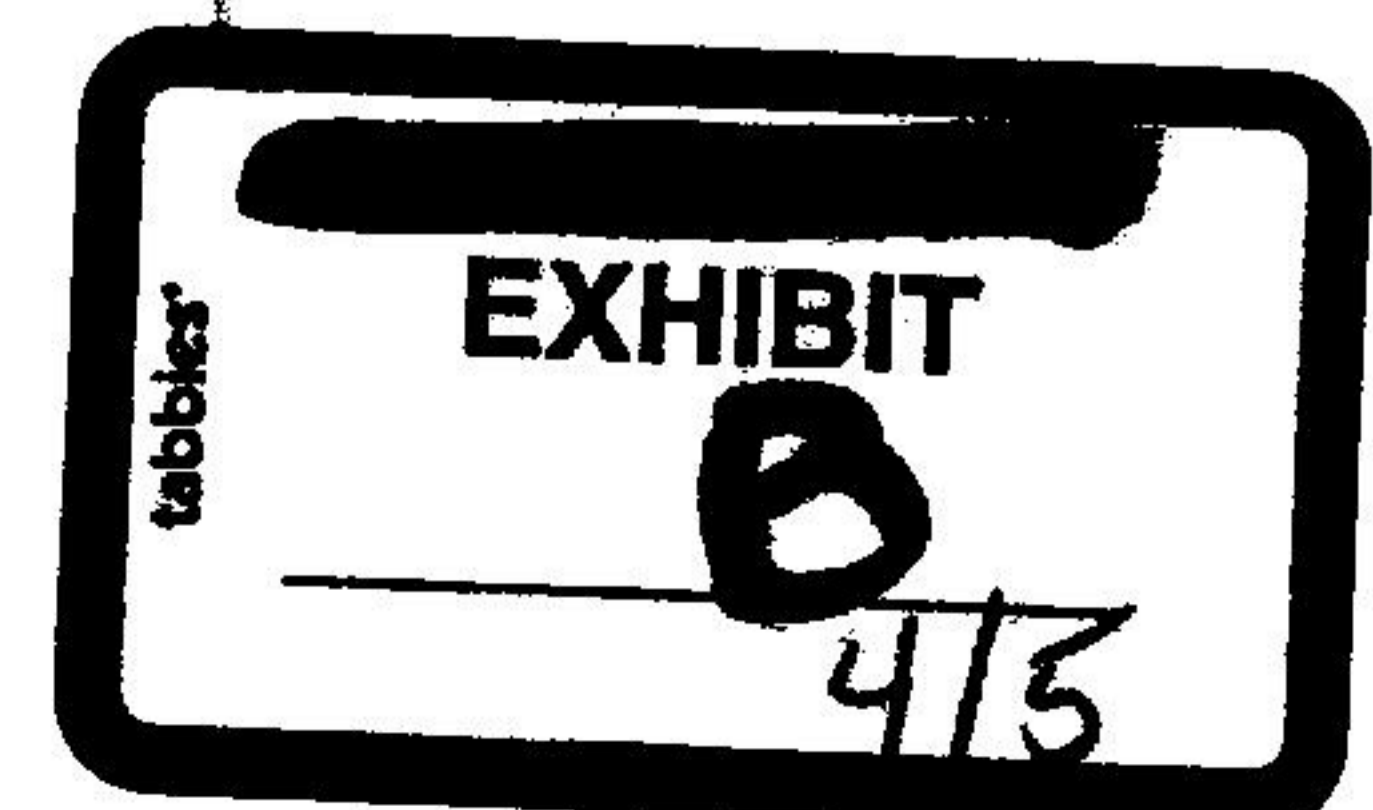
Paragraph XVII of the "RESTRICTIONS", as set out on
 page 13 of the aforementioned instrument is hereby amended
 to add to and become a part of the aforesaid paragraph XVII
 the following sentence to wit: "Bruce J. Caldwell, Sr.,
 owner of a tract of land in the John N. Thomas Survey,
 Abstract No. 549, lying west of Lots 1 through 4 of
 Cumberland Estates, shall have, either by himself or his
 heirs, *bk* *jj* the same rights of enforcement
 of these restrictions as any owner or owners of Lots 1
 through 4 of Cumberland Estates."

All of the other terms and provisions of said instrument
 shall remain as they are and their force and effect shall
 in no way be affected or impaired by the execution and
 filing of this instrument of amendment.

Executed this 30th day of May, 1974.

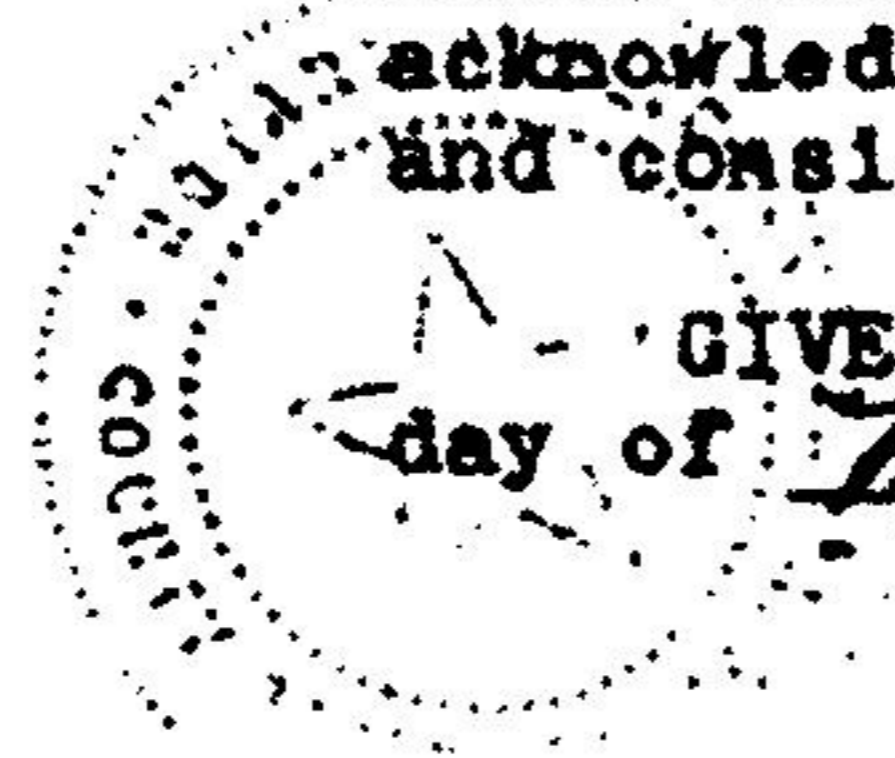
Bruce J. Caldwell, Sr.
 Bruce J. Caldwell, Sr.

Jo Ann Jordan
 Jo Ann Jordan



THE STATE OF TEXAS § VOL 856 PAGE 80
COUNTY OF MONTGOMERY §

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

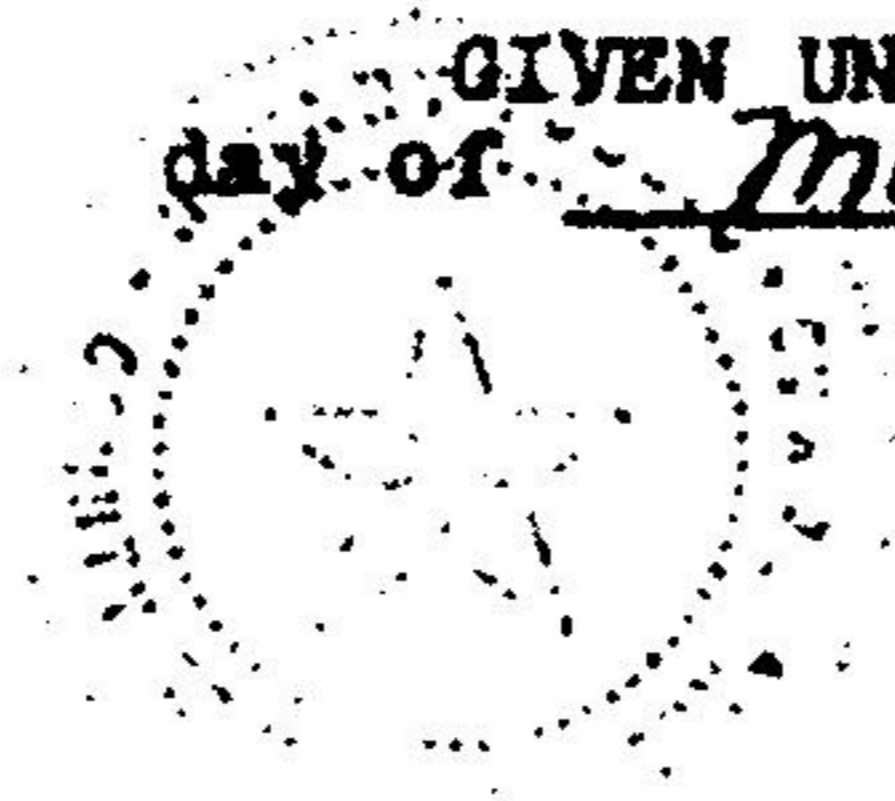


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of May, 1974.

Bruce J. Caldwell, Sr.
Notary Public in and for
Montgomery County, Texas

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JO ANN JORDAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of May, 1974.

Bruce J. Caldwell, Sr.
Notary Public in and for
Montgomery County, Texas

FILED FOR RECORD
AT 11 O'CLOCK *A.M.*

MAY 31 1974
ROY HARRIS, Clerk
County Court, Montgomery Co., Tx.
By: [Signature]

*Return to
Yonda Law Firm
200 I-45 North, Suite 2W
Conroe TX 77301*



FILED FOR RECORD
05/23/2019 03:20PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of the illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number sequence on the date and time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

05/23/2019



County Clerk
Montgomery County, Texas