

Robindell

The Amended Declaration of Covenants, Restrictions and Conditions for Sections 1,2, 3, 4 and 5 of Robindell

THE STATE OF TEXAS

COUNTY OF HARRIS

Know all persons by these presents:

Preamble

The residential community known as Robindell, in Harris County, Texas, consisting of the following five (5) tracts of land according to the map of Robindell filed of record in the real property records of Harris County, Texas, and being represented by the Robindell Civic Club (as defined below under "Definitions"), hereby amends and modifies the restrictions for all Sections (as defined below under "Definitions") to bring about uniformity in the regulation of Robindell:

Section 1 being that portion of a certain tract of land, the first tract being 100.41 acres of land and being Lot No. 1 out of the J. E. Foster Subdivision of the RT&B RR Co. Survey No. 1 as per plat in Vol. 15, Page 84 of the Harris County Deed Records, Abstract 417, and Tract No. 2 being 10.86 acres of land, being a part of and out of the McHenry Winborn Survey, Harris County, Texas, adjoining First Tract above referred to on the North, said First and Second Tracts being the same land described in a deed from Mount Rose Land Corporation to Robindell Company dated the 4th day of December, 1952, and therein designated as First and Second Tracts, said deed being filed for record the 23rd day of March, 1953, in the County Clerk's office in Harris County, under Clerk's File No. 1107395, to which instrument and the record thereof reference is here made for a more full and complete description of both First and Second Tract, a portion of which two tracts of land have heretofore been platted and subdivided into that certain subdivision known as Robindell Addition, Section I, according to the plat of said Addition, Section I, filed for record in the office of the County Clerk of Harris County, Texas, on the 23rd

day of March, 1953, under Clerk's File No. 1107505.

Section 2 being that portion of a certain tract of land, being the remainder of 100.41 acres of land and being the first tract described in a deed from Mount

Rose Land Corporation to Robindell Company, dated the 4th day of December, 1952, said deed filed for record the 23rd day of March, 1953, in the office of the County Clerk of Harris County, Texas, under Clerk's File No. 1107395, to which instrument and the record thereof reference is here made for a more full and complete description of first tract herein, a portion of which tract has heretofore been platted and subdivided into that certain subdivisions known as Robindell Addition, Section II, according to the plat of said Robindell Addition, Section II, filed for record in the office of the County Clerk of Harris County, Texas, on the 25th day of February, 1954 under Clerk's File No. 1230883, to which plat and the record thereof reference is here made for all purposes.

Section 3 being that certain tract of approximately 42.9 acres of land in Harris County, Texas, which said tract has heretofore been platted and subdivided into that certain subdivision known as Robindell Addition, Section 3, according to the plat of said Robindell Addition, Section 3, filed for record in the office of the County Clerk of Harris County, Texas, on the 26th day of May, 1954, under Clerk's File No. 1264567, to which plat and the record thereof reference is here made for all purposes.

Section 4 being that certain tract of 35.77 acres of land out of the H. Aiken Survey in Harris County, Texas, which said tract has heretofore been platted and subdivided into that certain subdivision known as Robindell Addition, Section IV, filed for record in the office of the County Clerk of Harris County, Texas, on the 26th day of January 1955, under Clerk's File No. 1372100, to which plat and the record thereof reference is here made for all purposes.

Section 5 being that certain tract of land, 21.106 acres out of the H. Aiken Survey A98, which has been subdivided and platted as Robindell Section V, a plat of said subdivision having been filed for record under File No. 1892616, Plat Records of Harris County, Texas, on or about December 17, 1958, to which plat and the record thereof reference is here made for all purposes.

The Property Owners (as defined below under "Definitions") in Robindell desire to carry out a uniform plan for the improvement, development, sale and use of all of the land in Robindell for the benefit of the present and future Property Owners. In so doing, the Property Owners hereby covenant

and agree with each other to adopt the following amended restrictions to apply uniformly to the use, occupancy and conveyance of all property lots in Robindell, and each contract or deed which has heretofore been, or

may hereafter be, executed with regard to any of the property lots in Robindell shall be conclusively held to have been executed, delivered, and accepted subject to the following reservations, restrictions, regardless of whether or not said restrictions are set out in full in said contract or deed.

If any of the Sections in Robindell do not adopt this Amended Declaration of Covenants, Conditions and Restrictions for Sections 1, 2, 3,4 and 5 of Robindell (the "Declaration", as defined below under "Definitions"), then such Section(s) will not be subject to this Declaration, and all references to such Section(s) of Robindell in this Declaration will be null and void. Additionally, such Section(s) which do not adopt this Declaration will continue to be subject to the deed restrictions in force prior to the adoption of this Declaration. Further provided that, unless the Declaration is adopted by at least two (2) contiguous Sections in Robindell or any three (3) Sections in Robindell, the adoption of this Declaration by any Section in Robindell shall be null and void.

Article 1 - General

Provisions 1.01. Definitions.

- (1) **ACC** shall mean the Architectural Control Committee, the committee described in Article 3.
- (2) **Approved Enclosure** shall mean a functional garage, a privacy fence at least six (6) feet in height, or some other similar enclosure which is approved by the ACC.
- (3) **Ballot** shall mean the official ballot distributed by the Civic Club with respect to the approval of this Declaration.
- (3) **Board** shall mean the board of officers and directors, including the following officer and director positions: president, vice-president, secretary, treasurer, and five (5) directors, one for each of the five (5) Sections of Robindell (the "Officers" and "Directors").
- (4) **Civic Club** shall mean the Robindell Civic Club, its authorized representatives, successors or assigns and includes all Property Owners in Robindell
- (5) **Common Area** shall mean all real property together with any improvements owned by the Civic Club, if any, for the common use and benefit

of all Property Owners.

(6) **Declaration** shall mean the Amended Declaration of Restrictions for Sections 1, 2, 3,4 and 5 of Robindell and any and all amendments thereto with respect to these same Sections of Robindell and

any additions of property that may hereafter be brought within the jurisdiction of the Civic Club.

(7) **Eligible Voter** shall mean a Robindell Property Owner who has no liens by the Civic Club on his Lot and no outstanding debt to the Civic Club.

(8) **His** also means her; he also means she; him also means her.

(9) **Lot** shall mean the lot owned by a Property Owner within the boundaries of Robindell, as well as building sites resulting from consolidation of such Lots.

(10) **Property** shall mean: (a) that certain real property described in the Preamble of this Declaration (Sections 1, 2, 3, 4 and 5 of Robindell) and (b) such additions to Robindell as may be brought within the jurisdiction of the Civic Club.

(11) **Property Owner** shall mean the legal title holder of record, whether one or more persons or entities, of any portion of the Property, including Property Owners who have contracted to sell any Property and any person or entity holding legal title as trustee, but excluding those having such interest only as security for the performance of an obligation, such as a mortgage company. The term "Property Owner" as used in this Declaration is further defined to include the heirs, executors, personal representatives, administrators, devisees and assigns of any Property Owner and all other persons, firms or corporations acquiring or succeeding to the title of the Property by sale, grant, will, foreclosure, execution, or any legal process or operation of law or any other legal means.

(12) **Proxy** shall mean a statement executed in writing by an Eligible Voter authorizing another Eligible Voter to Vote on his behalf and which has met all of the basic requirements of the Texas Non-Profit Corporation Act, *Tex. Civ. Stat. Art. 1396-1.01, et seq. (Vernon 1987)*. A valid Proxy form will be provided by the Civic Club to any Eligible Voter upon request. Further, for any Proxy to be valid, it must be received by the president of the Civic Club at least forty-eight hours before the scheduled time of a general Civic Club meeting.

(13) **Restrictions** shall mean all covenants, conditions, reservations, easements, restrictions, liens, and charges set forth in the Declaration.

(14) **Section or Sections** shall mean one or more

of the five (5) sections of Robindell.

(15) **Vote** shall mean the one vote that each Lot shall be entitled to have, which is to be cast by the Property Owner, provided such owner is an Eligible Voter.

1.02. Civic Club. The Civic Club shall be governed according to its Constitution and By-Laws and by the provisions set out in this Declaration. The authorized representative of the Civic Club includes but is not limited to the Board. The Civic Club has the power to collect and disburse the maintenance fees and other assessments described in Article 5.

1.03. Board. The Board shall be elected by the Eligible Voters according to the Constitution and By-Laws of the Civic Club. The Board shall have the responsibility of interpreting and enforcing all provisions in this Declaration.

1.04. Property Owner's Use of the Common Area. Every Property Owner shall have a right to use the Common Area, if any, which shall pertain to and pass with the title to every Lot, subject to the following provisions:

(a) The right of the Civic Club to charge admission and other fees for the use of any recreational facility situated on the Common Area, if any.

(b) The right of the Civic Club to suspend the voting rights and right to use of any recreational facility situated on the Common Area, if any, by a Property Owner for any period during which any maintenance fee, assessment or any other Civic Club charges against his Lot remain unpaid.

(c) The right of the Civic Club to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Property Owners. No such dedication or transfer shall be effective unless approved by a majority of the total Eligible Voters, and recorded in the real property records of Harris County, Texas.

1.05. Delegation of Use. Any Property Owner may delegate, according to the Constitution and By-Laws of the Civic Club, his right to use the Common Area, if any, to the members of his family, his tenants or contract purchasers, provided such persons reside on the Property, and provided such Property Owners meet the requirements of an Eligible Voter and adhere to all requirements in Article 4, subsection 4.01(y).

1.08. Books and Records. The books, records and papers of the Civic Club, including but not limited to the Articles of Incorporation, Constitution and

By-Laws of the Civic Club and this Declaration, shall be subject to inspection by any Eligible Voter, provided reasonable notice is given and the request to review is for during normal business hours (which for purposes of this Declaration shall be defined as

Copies of these documents may be produced by the Civic Club to any Eligible Voter at actual cost to such Eligible Voter.

1.07. Rights of Mortgagee, Trustee or the Civic Club. The rights of any mortgagee, trustee or guarantor under any mortgage or deed of trust shall not be affected by any violation of these Restrictions or by any Property Owner's failure to follow these Restrictions.

1.08. Severability. Should any one or more of the Restrictions in this Declaration be judged invalid or unenforceable by any court possessing appropriate jurisdiction, they shall in no way affect the remainder of the Restrictions not directly affected by such invalidation. The remainder of such Restrictions shall remain in force and effect.

1.09. Liberal Interpretation. If this Declaration or any part of it shall be open to conflicting interpretations, then the interpretation by the Board that is closest to the other provisions, purpose, and objectives of this Declaration shall govern.

1.10. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration *is* omitted, then such omission is to be considered unintentional, and that particular omitted item should be inferred. The Board's interpretation of how the omitted portion agrees with the general scheme of this Declaration shall govern.

1.11. Duration. The provisions of this Declaration shall be perpetual in existence from the date this Declaration is recorded.

1.12. Amendment Process. This Declaration may be amended at any time; however, an amended Declaration must be signed by a majority of the Property Owners. No person shall be charged with the obligation of complying with any amendment to this Declaration until such amendment is filed of record in the real property records of Harris County, Texas, and notice is given to all Property Owners in the manner which is discussed below in section 1.19.

1.13. Annexation of Additional Property. For Additional residential property and Common Areas to be annexed into Robindell and governed by this Declaration, two-thirds of the Eligible Voters must approve such annexation.

1.14. Mergers. When the Civic Club merges with another organization, the other organization's assets, rights, and obligations may be added to the Property,

assets, rights and obligations of the Civic Club as the

surviving corporation of the merger, or alternatively, the Civic Club's Property, assets, rights and obligations may be transferred to another surviving or consolidated organization. The surviving or consolidated organization shall then administer this Declaration to govern the combined properties. No such merger or consolidation shall void or alter this Declaration.

1.15. Alternative Dispute Resolution ("ADR").

By adopting this Declaration, all current and future Property Owners in Robindell agree to submit to ADR all unresolved disputes concerning (1) the interpretation of this Declaration, (2) the ACC guidelines (as described in Article 3, section 3.02), (3) violations that the Civic Club is unable to correct in accordance with the terms set forth in this Declaration, and (4) all other unresolved disputes which are required to be submitted to ADR in accordance with the provisions of this Declaration. The unresolved matters shall be submitted to ADR in accordance with the 1987 Alternative Dispute Resolution Procedures Act and any of its amendments (*Tex. Civ. Pros. & Rent. Code §§ 151.001 et seq. and 154.001 et seq. (Vernon 1987)*). ADR decisions are nonbinding unless both the Civic Club and the Property Owner(s) agree that such decision shall be binding.

1.16. Enforcement. The Civic Club shall send three (3) notices (each notice separated by no less than ten (10) days), except as otherwise provided in this Declaration, by certified mail (return-receipt requested), messenger, or hand delivery to a Property Owner concerning any violation of these Restrictions. If the Property Owner fails to respond within ten (10) days after receiving the final notice and the violation continues, the Civic Club shall have the right to prosecute the violation or the person(s) violating these Restrictions. If any Property Owner fails to respond to the Civic Club's violation notices or to correct the violation within ten (10) days after the final notice is sent, the Civic Club shall have the right to enter the Lot where such violation exists and correct the violation at the expense of the Property Owner. Such entry and correction shall not constitute a trespass. Entry on such Property shall be during normal business hours (as previously defined in section 1.06.). The cost to correct the violation shall be charged to the Property Owner and will constitute a lien against the Lot(s) of the Property Owner until such costs are paid. Costs may include reasonable attorneys'

fees and any costs associated with correction of the violation.

1.17. Violation of Declaration. After the Property Owner has been notified of a violation in accordance

with the procedure in Article 1, section 1.16 and such violation continues, the Civic Club and the Property Owner shall submit the violation to ADR in accordance with the terms set forth in Article 1, section 1.15, unless the violation may be corrected by the Civic Club in accordance with the terms set forth in this Declaration. If the Property Owner fails or refuses to submit the violation to ADR or if ADR is unable to resolve the dispute, the enforcement of this Declaration shall be by proceedings at law or in equity to restrain or prevent the violation by injunction.

Reasonable attorneys' fees, court costs and other expenses incurred by the Civic Club in enforcing this Declaration shall be the obligation of the Property Owner violating such Declaration. The enforcement of this Declaration shall be by the Civic Club. The failure of the Civic Club to enforce any Restriction of this Declaration shall not preclude the Civic Club from enforcing the violation of the same or similar Restriction in the future.

1.18. Indemnification. All Property Owners agree to defend and indemnify the members of the Board and the ACC, individually and collectively, from any actions at law or in equity, except those resulting from willful misconduct and gross negligence. This protection applies only when it pertains to the duties that the Board and the ACC are engaged in on behalf of the Civic Club. The Civic Club must also provide directors' and officers' liability insurance coverage for its Officers and Directors and members of the ACC.

1.19. Notices. Any notice required to be sent to all Property Owners under the provisions of this Declaration shall be considered properly sent when published in the *Robindell News*, the official publication of the Civic Club, or by some other reasonable means, except when notice to a Property Owner is required to be given by certified mail (return-receipt requested). Any Property Owner may receive his notices by mail if requested in writing. It is the absentee Property Owner's duty to provide the Civic Club with notice of any changes in his ownership, address, telephone numbers), and the address and telephone number(s) of the tenants or contract purchasers of such Property Owner's Lot. If a Property Owner does not provide the required information, the reasonable expenses incurred by the Civic Club to locate the Property Owner(s) will be charged to the

Lot and will constitute a lien against the Lot until the expenses are paid.

1.20. Successors and Assigns. These provisions shall be binding on the Civic Club, all Property Owners and their respective heirs, executors, administrators, successors, assigns and lessees.

Each year, the ACC shall elect a chairperson among

Article 2 - Reservations, Exceptions and Dedications

2.01. Recorded Subdivision Map of the

Property. The plats of Robindell Sections 1, 2, 3,4 and 5 filed of record in the real property records of Harris County, Texas (the "Plats"), dedicate for use the streets and easements shown therein, subject to the following limitations. The Plats establish certain restrictions applicable to the Property including, without limitation, certain minimum setback lines. All dedications and restrictions shown on the Plats or any reports recorded after this shall be incorporated and made a part, as though already included, and shall be considered adopted in each contract, deed, or conveyance executed or to be executed by or on behalf of the Civic Club, conveying said Property or any part of it, whether specifically referred to or not.

2.02. Easements, By agreeing to this Declaration, each Property Owner reserves for public use the easements and rights-of-way shown on the Plats of the Property for the purpose of constructing, maintaining and repairing a system(s) of electric lighting and power, telephone line(s), gas, sewers, or any other utility the City of Houston sees fit to install in, across, and/or under the Property. No such utilities may be installed on any Property except those approved by the City of Houston.

2.03. Title Subject to Easements. Each Property Owner agrees that each Lot is subject to any easement affecting such Lot for roads, drainage, water, gas, sewer, storm sewer, electric light and power, and telephone. Permanent and unobstructed easements are shown on the Plats, across certain portions of each Lot, over, on, under and through which to construct and maintain the utilities mentioned in Article 2, section 2.02. The Property Owners of the Lot(s) shall honor these easements. An unobstructed aerial easement is also dedicated and reserved for utilities 5 feet (5') wide and 20 feet (20') above the ground, located over all easements described in this Declaration and all easements shown on such Plats.

Article 3 - Architectural Control Committee

3.01. ACC Membership. The ACC members shall be elected by the Eligible Voters. Each ACC member must be an Eligible Voter, as defined in Article 1, section 1.01. The ACC shall have five (5) members, one from each of the five (5) Sections of Robindell.

its membership.

disapproval. However, if any

If a particular Section does not adopt this Declaration or does not have any Eligible Voter willing to serve on the ACC, then an Eligible Voter from another Section may seek election to such position. During the first three (3) years after this Declaration is adopted, the ACC members will serve as follows:

(a) For the period from the adoption of this Declaration by at least two (2) contiguous Sections or any three (3) Sections in Robindell until the end of the year in which the Ballot expires in accordance with Texas law, the ACC membership shall be created by a majority vote of the Eligible Voters at a general Civic Club meeting held after this Declaration is adopted.

(b) Effective January 1 of the following year, the five (5) members of the ACC shall be elected by the Eligible Voters and shall hold positions for terms as follows: Sections 1 and 2-3 years, Sections 3 and 4 - 2 years, and Section 5 - 1 year. After that, all terms shall be for three (3) years (referred to hereafter as "term").

If no one seeks election to a vacant position (including any Eligible Voter from any Section), then the Board shall nominate an Eligible Voter to fill the position. Members must be elected by a majority of the Eligible Voters either present at a general meeting called for such purpose or by Proxy.

In the event of a vacancy of any ACC position, the Board shall appoint an Eligible Voter to complete the unexpired term position on the ACC.

3.02. Minimum Maintenance and Construction Standards. A majority of the Eligible Voters voting either by Proxy or in attendance at a general Civic Club meeting called for such purpose shall approve a set of minimum maintenance and construction standards (the "ACC guidelines"). Thereafter, any amendment to the ACC guidelines shall be done in the same manner. The ACC shall be bound to follow its guidelines and this Declaration when approving or disapproving any requested changes to be made on any Lot, subject to the variances permitted in Article 3, section 3.06.

3.03. Approval of Building Plans. If a building, improvement or alteration on any Lot conforms to the ACC guidelines, the City of Houston Ordinances and this Declaration, a Property Owner does not need ACC approval, unless the building, improvement or alteration requires a permit from the City of Houston. For any plans that do need approval, the ACC shall have the final decision regarding approval or

Property Owner wants to appeal a disapproval by the ACC, he may do so using ADR as provided for in Article 1, section 1.15. The ACC must approve or disapprove within 15 days after the plans for the building, improvement or alteration have been submitted. If the ACC makes no decision within that time, the Property Owner may proceed unless a lawsuit has been filed before the 15 days have expired to stop the building, improvement or alteration before it is finished or to object to that which is already completed.

3.04. Inspections. To reasonably ensure that all residential construction is built according to (a) the Plats or any replats, (b) this Declaration and (c) the ACC guidelines, the ACC may conduct exterior inspections of the building, improvement or alteration according to the inspection procedures in the ACC guidelines. Only exterior construction may be inspected, and the inspection must be done with the Property Owner present and at a time agreed on by both parties.

3.05. Effect of Approval by the ACC. A majority of the ACC members must agree for an approval or disapproval of plans to be valid. The ACC's approval (whether in writing or because of the expiration of 15 days) is only the opinion of the ACC that the provisions of the ACC guidelines have been met. Such approval by the ACC shall not be binding if the building, improvement or alteration is not performed according to the plans submitted to the ACC.

3.06. Variances. The ACC may allow variances from any of the provisions in the ACC guidelines when necessary because of circumstances such as topography, natural obstructions, hardship, aesthetics, or environmental considerations. These variances must be requested in writing and shall become effective only when signed by a majority of the members of the ACC. If a variance is approved by the ACC, the work in question shall not be considered a violation of this Declaration or of the ACC guidelines. However, approval of this variance is valid only for the particular request a similar request later may be approved or disapproved by the ACC. In addition, the granting of such a variance shall not excuse the Property Owner from complying with any applicable laws and regulations.

3.07. Non-Implied Waiver. The failure to act by the ACC with respect to any plans submitted for a

building, improvement or alteration shall not constitute a waiver of any right to act on any similar building, improvement or alteration plans in the future. Further, the ACC shall not be precluded from withholding approval or consent for any future action that pertains to the construction of any similar

structure or improvement within Robindell.

3.08. Disclaimer. No approval of plans for a building, improvement or alteration shall ever be construed as representing or implying that such plans will result in a properly designed structure or satisfy any legal requirements.

eaves, steps and open porches shall not be considered as a part of a building. This does not mean, however, that any portion of a building may extend into a neighbor's property.

(c) Building Location for Section 2. No building shall be located on any Lot nearer to the front Lot

Article 4 - Restrictive Covenants on Residential Lots

4.01. Buildings and Improvements.

(a) Residence. No building shall occupy any Lot in Robindell Sections 1, 2, 3, 4 and 5 other than one detached single-family dwelling. With respect to new construction on any Lot in all five (5) Sections, buildings shall not exceed two (2) stories in height. With respect to a second story addition to an existing structure on any Lot, this is allowed only in Sections 1, 2, 3 and 4. Second-story additions to existing structures in Section 5 are **not** allowed. Further, second-story additions to existing houses must meet all requirements of this Declaration, the ACC guidelines and of the City of Houston Building Code. As required by the City of Houston Code chapter 26, article II, section 26-21, each Lot in all five (5) Sections must include either a private garage or off-street, paved parking for at least two (2) cars.

(b) Building Location for Section 1. No building shall be located on any Lot nearer to the front Lot line or the side street line than the minimum building setback lines as shown on the recorded Plat. Also, no building shall be located on any Lot nearer than twenty-five feet (25') to the front Lot line or nearer than twenty feet (20') to any side street line. However, on Lot 1, Block 1; Lot 1, Block 3; Lot 37, Block 3; Lot 36, Block 3; Lot 1, Block 5; Lot 2, Block 5; Lot 19, Block 5; Lot 20, Block 5, no building shall be located nearer than twenty feet (20') to the front or twenty feet (20') to the side of the street properly lines of the streets adjoining these Lots. No building shall be located nearer than five feet (5') to an interior Lot line. However, a garage or other permitted storage or other accessory building located seventy feet (70') or more from the minimum building setback line does not need a side yard. No dwelling shall be located on any ulterior Lot nearer than twenty-five feet (25') to the rear Lot line. In this Declaration,

line or the side street line than the minimum building setback lines shown on the recorded Plat. Also, no building shall be located on any Lot nearer than twenty-five feet (25') to the front line or nearer than ten feet (10') to any side street line. However, on Lot 30, Block 5; Lot 21, Block 5; Lot 2, Block 7; Lot 19, Block 7; Lot 21, Block 7, Lot 38, Block 7; Lot 2, Block 8; Lot 19, Block 8; Lot 21, Block 8; Lot 38, Block 8; Lot 2, Block 10; and Lot 19, Block 10, no building shall be located nearer than twenty feet (20^s) to the front or twenty feet (20^s) to the side of the street property lines of streets adjoining these Lots. In addition, no building shall be located on Lots 10, 11 and 12 of Block 6; Lots 8, 9 and 10 of Block 4, nearer than 34 feet to the front Lot lines. No building shall be located nearer than five feet (5') to an interior Lot line. However, a garage or other permitted storage or other accessory building located seventy feet (70') or more from the minimum building setback line does not need a side yard. No dwelling shall be located on any interior Lot nearer than twenty-five feet (25^s) from the rear Lot line. In this Declaration, eaves, steps and open porches shall not be considered as a part of a building. This does not mean, however, that any portion of a building may extend into a neighbor's property.

(d) Building Location for Sections 3 and 4. No building shall be located on any Lot nearer to the front Lot line or the side street line than the minimum building setback lines shown on the recorded Plat. No building shall be located on any Lot nearer than ten (10) feet to any side street line. Also, no building shall be located nearer than five feet (5') to an interior Lot line. However, a garage or other permitted storage or other accessory building located seventy feet (70') or more from the minimum building setback line does not need a side yard. No dwelling shall be located on any interior Lot nearer than twenty-five feet (25') to the rear Lot line. In this Declaration, eaves, steps and open porches shall not be considered as a part of a building. This does not mean, however, that any portion of a building may extend into a neighbor's property.

(e) Building Location for Section 5. No building shall be located nearer to the front Lot line or the side street line than the minimum building setback lines shown on the recorded Plat. Also, no building shall be located on any Lot nearer than twenty-five feet (25') to the front Lot line, ten feet (10') to any

side street line, or five feet (5*) to an interior Lot line. However, a detached garage may be three feet (3^s) from an interior Lot line, as long as it does not extend onto an easement. In this Declaration, eaves, steps and open porches shall not be considered as a part of a building. This does not mean, however, that

any portion of a building may extend into a neighbor's property.

(f) Lot Requirements. No dwelling shall be built or placed on any Lot that is less than sixty (60) feet wide at the minimum building setback line, and none shall be built or placed on any Lot having an area of less than 6,000 square feet.

(g) Square-Footage Requirement. No dwelling shall be built or placed on any Lot unless its living area has at least the same square footage as the dwelling it replaces.

(h) Garage Location. All detached garages must be located at the rear of the dwelling. No attached garage shall be located nearer to the front line or side street line than the minimum building setback lines shown on the recorded Plats for that Lot. ACC approval must be obtained prior to construction.

(i) Garage Doors. All garage doors shall be kept operable.

(j) Carports. Carports are subject to the same location requirements as garages. ACC approval must be obtained prior to construction thereof to ensure that the carport meets all requirements of this Declaration, the ACC guidelines and the City of Houston.

(k) Garage Conversions. A garage conversion that meets all requirements of this Declaration, the ACC guidelines and of the City of Houston does not need ACC approval. However, if it does not meet all those requirements, it must be approved by the ACC before work begins. After a garage is converted, paved, off-street parking for at least two (2) cars must still be provided, as required by the City of Houston Code chapter 26, article II, section 26-21.

(l) Storage Buildings. A storage building that meets all of the requirements of this Declaration, the ACC guidelines and the City of Houston and that is smaller than 120 square feet does not need ACC approval. However, if it does not meet all those requirements or is larger than 120 square feet, it must be approved by the ACC before work begins. All storage buildings shall be located to the rear of the dwelling or garage.

(m) Temporary Residence Restrictions. The following types of buildings or structures shall not be used at any time as a residence, temporarily or permanently: trailer, camper, tent, shack, garage

(other than a garage conversion that meets all requirements of conversions (subsection (k) above) or other similar temporary building.

(n) Exterior Wall Specifications.

(1) For existing structures: The exterior of walls which are modified or extended shall be uniform to the wall which is replaced or extended therefrom.

(2) For new construction: The exterior walls of a new dwelling shall be at least 51% masonry or masonry-like construction material.

(3) All remaining exterior wall surfaces must meet the requirements of this Declaration, the AGO guidelines and the City of Houston.

(o) Roofing Materials. A roof that meets all requirements of this Declaration, the ACC guidelines, the City of Houston and the State of Texas does not need ACC approval. If it does not meet all these requirements, then ACC approval must be obtained before the roof is erected or replaced. If a permit is required by the City of Houston, then ACC approval must also be obtained.

(p) Fences, Walls, Hedges, Shrubs, Trees. No fence or wall more than two feet (2') in height shall be built on any Lot closer to the street than the minimum front setback line. No fence, wall, hedge, or shrub that obstructs the view and is between two (2) and six (6) feet above the road shall be allowed on any corner Lot within the triangular area formed by the street property lines and line connecting them at points twenty-five feet (25') from the intersection of the street lines. This also applies to a rounded property corner from the intersection of the street ten feet (10') from the intersection of a street property line with the edge of a driveway or side line of such Lot. Trees shall be allowed provided the foliage does not obstruct the view as discussed in this restriction

(q) Swimming Pools and Spas. Swimming pools, spas, and hot tubs shall not extend into any utility easement or building line shown on the recorded Plats. All pools, spas, and hot tubs must meet all requirements of the City of Houston Code Chapter 43, Article II. These and all other water-containing objects shall be maintained to prevent odor and breeding of mosquitoes and other pests. If a Property Owner does not keep such water-containing objects on his Lot maintained, the Civic Club will send three (3) notices (each notice separated by no less than ten (10) days) by certified mail (return-receipt requested), messenger, or hand delivery to a Property Owner concerning the violation. If the Property Owner fails to respond to

the Civic Club within ten (10) days after receiving the final notice and the violation is not corrected, the Civic Club shall have the right to hire a third party to clean the water-containing object. Entry on such Property shall be during normal business hours (as previously defined in

section 1.06.); and such entry shall not constitute a trespass. Any charges incurred by the Civic Club in enforcing this restriction shall constitute a lien against the Lot until such costs are paid.

(r) Exterior Lighting. If exterior lighting annoys a neighbor, the Property Owner shall place an appropriate shadowing device on the light. Any unresolved dispute arising out of this provision may be submitted to the ACC.

(s) Antennas and Satellite Dishes. Exterior TV, radio, ham radio, or any other antennas or satellite dishes are allowed only if the antenna and/or satellite dish is located to the rear of the dwelling or garage. Additionally, antennas and satellite dishes must satisfy all requirements of the City of Houston.

(t) Solar Collectors and Wind Generators. The installation of a solar collector or wind generator that meets the requirements of this Declaration, the ACC guidelines and the City of Houston does not need ACC approval. However, if the solar collector or wind generator does not meet all these requirements, then ACC approval is required prior to installation. Wind generators and solar collectors shall be located only to the rear of the dwelling or garage.

(u) Control of Sewage Effluent. No permanent outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed that would result in raw or untreated or unsanitary sewage being carried in the streets or into any body of water. No septic tank or other means of sewage disposal will be permitted.

(v) Residences and Improvements Damaged by Fire or Other Casualty. Any buildings, garages, or other improvements destroyed partly or totally by fire, storm, or other event (a "loss"), shall be repaired or demolished within six months of the date of the loss, unless the ACC approves a longer period. The Lot and any improvement(s) shall be restored to a neat condition. Unless the destroyed improvement(s) is restored to its original condition, written approval must be obtained from the ACC before work begins.

(w) Common Area. Common Areas (if any) shall be used only for drainage, streets, paths, recreational activities (as designated by the Civic Club), and related improvements. The Common Area shall not be used for residential, professional,

or commercial activities.

(x) Business Restrictions. All Lots (except for any Common Area) shall be used only for single-family residential purposes. This Declaration prohibits any business, commercial or professional activity on any

Lot that disturbs the exclusively residential character and tranquility of Robindell or creates a nuisance or disruption to other Property Owners. Prohibited conditions or activities include - but are not limited to - noise, visible (from any public street or Lot) storing of supplies or equipment, increased pedestrian or vehicle traffic, increased parking of commercial or any other vehicles, increased deliveries, signs, advertising of any form, emissions of dust, smoke, gases, chemicals, odors, lights, or discharges of non-household wastes into the sewage system. Other examples of prohibited activities are stores, public offices, hospitals, clinics, medical offices, hotels, motels, boarding houses, half-way houses, churches, day care centers (which require a permit from the City of Houston or the State of Texas), professional garage/yard sales (which shall be defined as more than two three-day garage sales on any Lot in any given calendar year) and vehicle repair businesses. These Restrictions allow a Property Owner or resident to: (1) keep his own business or professional records or accounts; and/or (2) handle his own business or professional telephone calls or correspondence because such uses are incidental to the main residential use and do not violate the intent of the Restrictions. The Board has the authority to interpret and enforce the provisions concerning business restrictions. Any disputes arising out of such interpretation and enforcement shall be submitted to ADR.

(y) Absentee Property Owners' Agreement with the Civic Club. Each absentee Property Owner agrees to the following:

- (1) To provide the Civic Club with all of the following information and to update the Civic Club as often as necessary to keep the following information current. The Civic Club will use the following information only for Civic Club purposes: (a) the Property Owner's current and complete address and telephone numbers); and (b) the name, address, and telephone numbers) of the tenant or contract purchaser who occupies a Lot owned by the Property Owner, and
- (2) To inform his tenant, lessee or contract purchaser that he is bound to these Restrictions as if he were the Property Owner of such Lot.

If any Property Owner fails to provide any of this information or refuses to abide by any portion of this provision or this Declaration, any charges incurred by the Civic Club" in locating the absentee Property Owner and in obtaining information about the Lot's new or current Property Owner will be charged to the

Lot in accordance with Article 5, until the charges are paid hi full, including all reasonable attorneys' fees and other associated charges.

(z). Clotheslines. Clotheslines shall not be visible from any street.

4.02. Maintenance and Appearance.

(a) Exterior Maintenance. Each Property Owner in Robindell shall maintain his Lot(s) and improvements in good condition. Exterior maintenance shall include, but not be limited to, application of or repairs to bricks, wood or siding; painting of any exterior wood, bricks, or siding; roof; windows; shutters; walkways; and driveways so as to preserve a neat, safe, and well-maintained appearance. Additionally, all exterior maintenance should be completed in a timely manner. In addition, as long as a Property Owner complies with all maintenance requirements on his Lot, he shall not be subject to any action by the ACC. Otherwise, the ACC may notify a Property Owner of a violation(s) of these guidelines. The ACC shall provide a Property Owner with three (3) notices (each separated by no less than ten (10) days) by certified mail (return-receipt requested), messenger, or hand delivery. If the Property Owner fails to respond to the ACC or resolve the violation within ten (10) days after receiving the final notice, the ACC or the Civic Club and the Property Owner shall attempt to resolve the violation using ADR. If the Property Owner refuses to participate in ADR as required by Article 1, section 1.15 or if ADR is unable to resolve the dispute, then the Civic Club may bring an action at law or in equity against the Property Owner to make him comply with the Restriction, as stated in Article 1, section 1.17. Any charges incurred by the ACC or the Civic Club for the enforcement of this Restriction shall become a continuing part of the lien against the Lot.

(b) Exterior Appearance. Any landscape plans that include nonliving ground cover (other than borders used to enclose flower beds and the like) must be approved in writing by the ACC before installation. Grass, living ground cover, shrubs and flower beds shall be cut, trimmed, edged, and weeded as needed so as to maintain a neat, well-maintained appearance. Street gutters along Property Owner's property line shall be kept clean. Grass clippings and other maintenance debris shall not be allowed to accumulate. Maintenance of trees, shrubs and plants extending across the property line are the responsibility of the Property Owner. If not properly trimmed, they may be cut and trimmed by the Property Owner on whose Lot the plants have extended. If the Lot is not maintained, the Civic Club shall send three (3) notices (each notice separated by no less than ten (10) days) by certified mail (return-receipt requested), messenger, or hand

delivery to the Property Owner. If the Property Owner fails to respond to the Civic Club within ten (10) days after receiving the final notice and the violation is not corrected, then the Civic Club has the authority to hire a third party to do the maintenance work and charge the Property Owner. This maintenance shall be done during normal business hours (as previously defined in section 1.06.), and such entry on a Lot shall not constitute a trespass. Any charges incurred by the Civic Club shall constitute a lien against the Lot

(c) Regular and Heavy Trash Pick-up by the City of Houston. No regular household or yard trash or garbage shall be placed onto the street curb or on the front or side of any Lot until 6 p.m. the day immediately before a scheduled trash pick-up. This Restriction shall also apply when regularly scheduled trash pick-up days are affected by City of Houston holidays. Heavy trash (as defined by the City of the Houston) placed on the street curb or in the front of any Lot shall be done no sooner than the weekend before a scheduled heavy-trash pick-up. At no other time shall household or yard trash, garbage, or other waste or waste containers, including but not limited to recycling bins, be visible from any street.

(d) Trash Dumping and Burning. No Lot shall be used as a dumping ground for trash, garbage or other waste. In addition, any such material must be kept in enclosed sanitary containers. All equipment for storing or disposing of such material shall be kept sanitary. Outside burning of trash or debris is not allowed.

(e) Compost Piles. No compost piles shall be visible from any street, and no wood fence that borders another Lot shall be used as one wall of a compost pile.

(f) Signs, Advertisements and Billboards. All signs, advertisements, billboards, and advertising structures are prohibited, except as follows: (1) "For Sale" or "For Lease" signs no larger than six square feet, (2) political endorsement signs no larger than six square feet (these shall not be set up earlier than thirty (30) days before an election and shall be removed within forty-eight (48) hours after the election); (3) Robindell Civic Club's "Yard of the Month" sign; (4) a sign reminding Property Owners of the Robindell Civic Club meetings; (5) a sign reminding Property Owners of recycling days; (6) a contractor's sign no larger than six (6) square feet advertising construction on such Lot and only

during the actual construction project; (7) a garage/yard/estate sale sign no larger than six (6) square feet, which must be placed only on the Lot of the sale; and (8) any other signs approved by the Civic

Club. Any number of small warning signs no larger than two (2) square feet, such as "No Soliciting", "Beware of Dog", and security warning signs, may be placed on a residence, fence, or yard not more than five (5) feet from the dwelling or garage. The Civic Club shall have the right to remove any sign, advertisement, billboard or other structure that does not comply with this provision; and this action shall not constitute a trespass.

(g) Parking and Storage of Autos, Other Vehicles and Equipment.

(1) Cars, passenger vans, motorcycles, trucks and commercial vehicles with no more than six (6) wheels nor more than twenty feet (20') in length, that are in operating condition, and that have current license plates and inspection stickers may be parked in the garage, underneath a carport, or on a concrete or asphalt driveway. They shall not be parked anywhere else on the Lot.

(2) A non-motorized vehicle (of the kind authorized in the preceding provision), boat, trailer, boat trailer, camper, recreational vehicle or travel trailer may be parked or stored on a Lot *only* when completely concealed from public view inside a garage or other Approved Enclosure - with the following exceptions: (a) boats, trailers, boat trailers, campers, and recreational vehicles may be parked on the driveway for up to seven (7) days. If the vehicle is to be parked longer than seven (7) days, approval must be obtained beforehand from the Director for the Section where the Property Owner resides or from the Civic Club president; and (b) boats, trailers, boat trailers, campers, and recreational vehicles may be parked on the driveway for the first twelve (12) months after the date on which this Declaration is adopted to allow sufficient time for the Property Owner to arrange other means of storing or concealing it from public view.

(3) No vehicle allowed within these Provisions may be parked on any part of any street in Robindell for longer than seven (7) days at a time. Vehicles shall not be moved from place to place in Robindell to avoid the intent of this prohibition.

(4) Vehicles shall not be parked in a yard or hi a manner which obstructs or blocks a public sidewalk.

(5) If a Property Owner violates any portion of this Restriction, the Civic Club will provide notice both by telephone and in writing. If tie Property Owner does not comply with these requirements and

correct the violation within twenty-four (24) hours after notification, the Civic Club may take action to eliminate the parking/storing violation. Any charges incurred by the Civic Club in enforcing this

restriction shall constitute a lien against the Lot(s) of the Property Owner until such costs are paid.

(h) Repairing of Cars and Other Vehicles. Only minor repairs or maintenance of a resident's car(s) and other vehicles that can be completed in seventy-two (72) hours are allowed in the resident's driveway, provided such vehicles are allowed in Article 4, subsection 4.02(g). Repairs that need parts ordered or may take longer than seventy-two (72) hours should be left in a neat manner so as to not give the indication of being in repair. Only emergency repairs are allowed on the street. All other repairs or maintenance of a resident's cars and other vehicles must be done in a garage or some other Approved Enclosure.

4.03. Animals and Pets. As required by the City of Houston Code Chapter 6, no animals* pets, swine, livestock, or poultry shall be kept on any Lot, except for dogs, cats or other common household pets - but not for breeding or boarding - and not more than three (3) adult pets of each allowed species. Adult pets shall include any pet more than six (6) months old. No Lot shall have more than six (6) animals in all. No dangerous, wild or farm animals shall be kept on any Lot or within any building or cage, including but not limited to bees. All animals are subject to the leash laws of the City of Houston. An animal's owner shall make sure that the animal does not run at large in violation of any provision of the City of Houston Code.

4.04. Annoyances, Nuisances and Illegal Activities.

(a) Nuisances and Illegal Activities. No noxious or offensive odors, trade, or activity shall be permitted on any Lot, and nothing shall be done that may be or may become an annoyance or nuisance to any Property Owner or resident. No Lot shall be used for any vicious, illegal, or immoral purposes or for any purposes in violation of any applicable law, regulation, or any building or fire code.

(b) Noises. No loud or offensive noises shall be permitted, including but not limited to, excessive noises of barking dogs or other animals, sound systems, musical instruments, motorcycles, or other vehicles. A reasonable level of noise is permitted from 7 a.m. to 7 p.m. daily, if the noise is associated with necessary and routine building and Lot repairs, maintenance and upkeep, and hobbies. No noise will be permitted that violates the City of Houston Code Chapter 30.

(c) Sale of Alcohol, Controlled, or Illegal Substances. No alcoholic beverages or any controlled or illegal substance shall ever be sold or

offered for sale in Robindell.

4.05. Drilling and Mining. No drilling, oil development operations, oil refining, gas recycling, quarrying, or mining operations of any kind shall be permitted on any Lot, nor shall wells of any type, tanks, tunnels, mineral excavations or shafts, be permitted. In addition, no derrick or other similar structure designed for drilling or boring for any reason shall be permitted on any Lot

4.06. Consolidation and Re-Subdivision of Lots. Lots may be consolidated and then re-subdivided, except that no Lot shall be re-subdivided in a way that it would be in violation of Article 4, subsection 4.01(f).

charges on each Lot, reasonable attorneys' fees, court costs, and other associated costs.

Article 5 - Covenant for Maintenance Fee and Other Assessments

5.01. Purpose of Maintenance Fee and Other Assessments. The maintenance fee and other assessments collected by the Civic Club shall be used only to promote the health, safety and welfare of the residents, to maintain Common Areas and facilities, if any, and to protect property values in Robindell.

5.02. Creation of the Lien and Personal Obligations of Assessment.

(1) Each current and future Property Owner of each Lot in Robindell agrees (by acceptance of a property deed - whether or not this agreement is expressed in the deed) to pay the Civic Club: (a) annual maintenance fees as established in this Article 5; (2) any special assessments approved by a majority of the Eligible Voters under the terms of Article 5, section 5.04; and (3) all other costs, charges and expenses provided for in this Declaration.

(2) The annual maintenance fee and any special assessments, together with reasonable attorneys' fees, other associated costs, and other charges assessed against a Lot shall be a charge on the Lot and shall become a continuing lien against the Lot. Each such maintenance fee and special assessment, together with reasonable attorneys' fees and other costs, shall also be the obligation of the person who was the Property Owner of the Lot at the time the maintenance fee, special assessment, or other charges fell due. In addition, each Property Owner who violates these Restrictions shall pay any costs incurred by the Civic Club to enforce or correct the violations that include but are not limited to the following: private pool and yard maintenance, repair

5.03. Annual Maintenance Fee.

(a) Effective January 1 of the year immediately after the date on which this Declaration is adopted, the annual maintenance fee shall be twenty-five dollars (\$25) for each Lot.

(b) From and after January 1 of such year, the annual maintenance fee may be increased only with the approval of a majority of the Eligible Voters who have voted by Proxy or in person at a general Civic Club meeting called for such purpose.

5.04. Special Assessments. In addition to the annual maintenance fee, a majority of the Eligible Voters voting by Proxy or in person at a general Civic Club meeting called for such purpose may authorize a special assessment either for capital improvements to the Common Area, if any, or for any other expenditure authorized by Article 5, section 5.01.

5.05. Hardship Requests. The Board may waive or reduce the annual maintenance fee and any special assessment for any Property Owner who so requests and provides written evidence which is acceptable by the Board that payment of the full maintenance fee or assessment would be a severe financial hardship. Hardship shall be considered by the Board on a case by case basis and shall require a simple majority vote of the Board members present at a duly called Board meeting. Any hardship request granted by the Board is valid only for twelve (12) months. All hardship requests must be submitted to the Board by or before the deadline for payment of the maintenance fee or special assessment.

5.06. Notice for any Action Authorized Under Article 5, Sections 5.03 and 5.04. Written notice of any meeting called for the purpose of taking any action authorized under Article 5, Sections 5.03 and 5.04, shall be provided at least twice by publication in the *Robindell News*, the official publication of the Civic Club, with the second or final notice being distributed not less than ten (10) days before the meeting called for such purpose.

5.07. Manner of Maintenance Fee, Special Assessments and Other Charges. All Lots in Robindell, whether improved or not, shall bear their applicable maintenance fees and all other assessments and other charges as provided in this Declaration.

5.08. Date of Commencement of Maintenance

Fee, Special Assessments and Other Charges.

The annual maintenance fee and special assessments will apply beginning January 1 of the year immediately after the date on which this Declaration is adopted. The deadline for full payment of each

annual maintenance fee and all outstanding special assessments is March 31 of each calendar year. All other charges against any Lot, as provided in this Declaration, shall be paid in full within sixty (60) days after the charges are incurred, unless otherwise approved by the Board. Notice of the due date for the annual maintenance fee and special assessments shall be provided to each Property Owner by publication in the *Robindell News*.

5.09. Non-payment of Maintenance Fees, Special Assessments, or Other Charges.

Each maintenance fee and special assessment not completely paid by March 31 of each calendar year is delinquent until paid in full. All other charges against any Lot, as provided in this Declaration, not paid in full within sixty (60) days after the charges are incurred are also delinquent until paid in full, unless otherwise approved by the Board. If a Property Owner does not pay the fee(s) or special assessment(s) by March 31 of each calendar year or other charges within sixty (60) days after they are incurred, the Property Owner will be sent three (3) notices (each notice separated by no less than ten (10) days) from the Civic Club by certified mail (return-receipt requested). If the Property Owner fails to pay such fee(s), special assessment(s) or other charges within ten (10) days after the final notice is sent, the Civic Club may file a lien in the real property records of Harris County^ Texas, identifying the Lot, the Property Owner, and the amount(s) not paid.

5.10. Subordination of Lien to Mortgages.

The lien detailed in Article 5, section 5.08 shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the maintenance fee/assessment lien, nor shall it relieve the Lot from liability for any maintenance fee/assessment lien.

**Article 6 -- Transition Rules
("Grandfathering Clause")**

Existing buildings and additions or modifications, existing garages and carports, and existing fences, which do not comply with the building location or setback line requirements, or which do not comply with ACC guidelines, will not have to be changed to conform to these standards until they are replaced or rebuilt. However, all construction,

maintenance, alterations, and improvements begun *after* the adoption of this Declaration shall comply with all pertinent Restrictions and ACC guidelines.

(Note: The preceding text is a conforming copy of the Robindell deed restrictions as filed with the Harris County Clerk.) **Approved 09/24/98**