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AFFIDAVIT

DEED RECORDS

VOL 383 PAGE 727

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§ RE: Robinwood Estates

BEFORE ME, the undersigned authority, on this day personally appeared J.C. ROBINSON, known to me to be a credible person, who being by me first duly sworn, upon his oath deposed and said:

1. My name is J.C. Robinson and I am a resident citizen of Austin, Travis County, Texas.
2. I am competent to make this Affidavit and am familiar with the facts set forth herein.
3. On December 7, 1971, I executed a document entitled "Restrictions Robinwood Estates", a true and correct copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes (the "Restrictions").
4. Although the Restrictions have not been recorded in the Real Property Records of Waller County, Texas, they were referred to in various deeds and contracts for deed executed by me in connection with the sale of various tracts and parcels of land out of that certain 128.275 acre tract described in deed recorded in Volume 227, Page 624, Deed Records of Waller County, Texas, and commonly known as "Robinwood Estates", an unrecorded subdivision situated in Waller County, Texas.

5. I hereby certify that the Restrictions are the only restrictions applicable to the above mentioned 128.275 acre tract or to any portion thereof, and that, to the best of my knowledge and belief, the Restrictions have not been amended, altered or modified, except by amendment to paragraph number 4 of the Restrictions, concerning the raising of cattle, horses and sheep, a copy of which amendment is attached hereto as Exhibit "B";

(AND BY AMENDMENT TO PARAGRAPH #3, SECTION #3, RELATING TO "LAKE FRONT" LOTS, COMPLETE SET OF 7-15-88 ENCLOSED, EXHIBIT "A")

J.C. ROBINSON

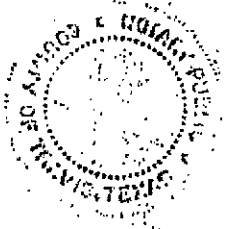
THE STATE OF TEXAS

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COUNTY OF TRAVIS

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Subscribed and sworn to before me this 15TH day of July in the year 1985.



Susan A. Lawler
Notary Public in and for the State of Texas
SUSAN A. LAWLER

10-2-88
Notary expires

THE STATE OF TEXAS
COUNTY OF TRAVIS

DEED RECORDS
VOL 383 PAGE 728

On this 15th day of July in the year 1985, before me,
Susan A. Lawler Notary Public in and for the State of Texas, personally
appeared J.C. Robinson, known to me to be the person who executed the within Affidavit
and acknowledged to me that he executed the same for the purposes therein stated.



Susan A. Lawler
Notary Public in and for the State of Texas
SUSAN A. LAWLER

10-2-88
NOTARY EXPIRES

DEED RECORDS

VOL 383 PAGE 729

EXHIBIT "A"

APR 1 192

RESTRICTIONS

ROBINWOOD ESTATES

THE STATE OF TEXAS

COUNTY OF WALLER

WHEREAS, J. C. Robinson is the owner of a certain tract of land out of the John Reese Survey situated in Waller County, Texas, being known as Robinwood Estates,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That J. C. Robinson does hereby dedicate the street, Robinwood Drive to County of Waller for use by the public, specifically excepting from this dedication and reserving unto J. C. Robinson, his successors, assigns and legal representatives, the right at any time to use the same for the installation, maintenance, repair, renewal and removal of any and all public utilities, and J. C. Robinson agrees that the land shown to be subdivided according to the plat is held, and shall hereafter be conveyed subject to covenants, conditions, stipulations, assessments, reservations and restrictions as hereinafter set forth.

For the purpose of creating and carrying out of a uniform plan for the improvement and sale of Robinwood Estates, the following restrictions upon the use of said property are hereby established and shall be referred to, adopted and made part of each and every contract and deed executed by or on behalf of J. C. Robinson, conveying said property, or any part thereof, by appropriate references to these restrictions, making the same a part of such conveyance to all intents and purposes although incorporated at length therein; and said restrictions shall be and are hereby imposed upon each tract or parcel of land in said subdivision for the benefit of each and every other tract or parcel and shall constitute covenants running with the land, and shall inure to the benefit, not only of J. C. Robinson, his successors and assigns, but of each and every purchaser of land in said subdivision, and their successors and assigns; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

All of the restrictions, covenants, and reservations appearing herein, as well as those appearing in contract, deed or other conveyance, to any part of this property, shall be construed together, but if any one of the same shall be held to be invalid, or, for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

It shall be and is expressly agreed and understood that the title conveyed by J. C. Robinson to any tract or parcel of land in said subdivision by contract, deed, or other conveyance, shall not in any event be held or construed to include the title to the electric light, electric power, telegraph or telephone lines, poles or conduits, or any other utility or appurtenances thereto constructed through, along, or upon said public utility assessments or any part thereof, to serve said property or any other portions of the subdivision.

J.C.
7/15/25

DEED RECORDS

VOL 383 PAGE 730

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Page -2-

These restrictions constitute a general plan for the improvement of all of the property in said subdivision for the maintenance and preservation of its uniform desirable character. They shall be binding and in effect for a period of ten (10) years from January 1, 1972, and shall be automatically extended for a successive period of ten (10) years, unless by a vote of a 3/4 majority of the then owners of the tracts it is agreed to amend or release said restrictions, covenants and conditions. Such action, when taken, shall be binding upon all of the owners of the property in said subdivision, their successors and assigns.

#1

All of the tracts in Robinwood Estates are designated as residential tracts and shall be used for residential purposes only. Only one (1) single family private dwelling unit or residence designed for the occupancy of one family and one apartment garage shall be erected on any tract in said subdivision. No outbuildings shall be constructed prior to completion of the main dwelling unit, before approval by J. C. Robinson.

A site constructed dwelling shall include at least one thousand (1,000) square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways or garages. Said site constructed dwelling shall be placed and located on said tract as authorized by J. C. Robinson. Exterior walls of all buildings and improvements shall be constructed of masonry, wood or asbestos shingles or new wood siding. All exposed wood surfaces shall be painted immediately upon completion with at least two (2) coats of good quality paint. The main dwelling unit shall have a hip or gable roof surfaced with tile, tar and gravel, wood or asphalt shingles. No corrugated iron or roll type roofing shall be allowed on the main dwelling unit or apartment garage.

Garages shall be constructed of the same material as the main dwelling, providing that if the garage is detached from the house it may be constructed of wood siding or wood or asbestos shingles. Wood surfaces shall be covered immediately with two (2) coats of good quality paint.

No old or existing house or structure shall be moved in or placed on any tract in said subdivision without the written approval of J. C. Robinson.

The exterior of any building must be completed within six (6) months from the date site construction begins.

#2

No building or other structure shall be erected, placed or altered on any lot until the construction plans, elevations and specifications and plan showing the location of the structure on the tract have been approved by J. C. Robinson, developer, as to harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any tract nearer to any street than the minimum building setback lines, and no fence higher than six (6) feet shall be constructed or allowed to remain on any tract in said subdivision.

JCR
7-15-85

#3

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements here to be erected, and shall not be placed on the street.

It is agreed and understood that all "lake front" sites, tracts or parcels of land which have lake exposure, while property of each individual tract owner, shall not be built upon within the boundaries of said lake at maximum level. Said owner shall not deny use of the water in lake to the use and enjoyment of any other tract owner or his guests. Access to the private lake shall be by means of the secondary road, Lake Road.

AMENDED
1-6-77
870

No boats or other water-borne craft shall be propelled by means of internal combustion engines, either inboard or outboard. And further, that only fishing skiffs or sailboats shall be allowed upon the waters of this subdivision. No houseboats, rafts or other craft will be allowed upon the waterways, either temporarily or permanently. Bathing and swimming in the lake is prohibited.

The owner of lake property shall be held harmless from the claims arising from the use of said waterways by others. It shall be the responsibility of each property owner to maintain his property at the waterline.

No building shall be located nearer than fifty (50) feet from the maximum waterline of the lake. No structures, fence, porch, garage, patio or other improvements shall be built in the area between the building line and the maximum waterline. No slips or excavations shall be made into the tracts between the building line and the maximum waterline that will materially change the outline of the water's edge. Floating piers or filling beyond the property line is prohibited. However, regardless of any other provision to the contrary anywhere recited in these restrictions, the owner of owners of each residence constructed will be permitted, by these restrictions, to construct one permanent dock or pier to extend not more than 16 feet into the adjacent lake at maximum waterline, said dock or pier to be constructed of concrete, masonry, stone, rock, metal or timbers treated with an approved wood preservative. Said dock or pier shall be private to owner.

#4

AMENDED
2-2-77

A tract owner may place cattle, horses or sheep on his tract. Proper fencing shall be installed so that said animals are contained to tract of owner and not be permitted to roam or stray over other tracts or roads in said subdivision. Swine are expressly prohibited.

#4-A

No portion of any original tract shall be sold to others that is less than two (2) acres in size; also, remaining portion of original tract shall not be less than two (2) acres in size. The monthly assessment, noted in minutes of Property Owners Association, shall apply to all parties owning said tracts. New property owners agree to abide by these restrictions, covenants and conditions as if they were an original tract owner.

#5

No cesspool shall ever be dug, used or maintained on any tract. All lavatories, toilets and bath facilities shall be built indoors and connected with adequate septic tanks with adequate lateral lines for sewage and waste disposal, and they shall be constructed to fully comply with all laws, regulations and specifications of State and local health authorities. Sinks shall be provided with grease traps and adequate lateral lines. No lateral or leaching lines from grease traps or septic tanks shall be allowed to drain into road ditches, natural drainage ditches or creeks, and drainage must be disposed of on the property in such a way as to not create a nuisance. No outside toilets, pits trenches or other surface toilets shall be permitted under any circumstances.

#6

No sign of any kind shall be displayed to the public view on any tract except one professional sign advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

#7

No public nuisance or offensive, noisy or illegal trade or calling or act shall be done, suffered or permitted in any portion of said subdivision.

#8

Bridges constructed from Robinwood Drive, and from any other road or crossing area, shall be at tract owner's expense. Such shall be of reinforced concrete pipe of a size and length as determined by either Waller County, Texas Highway Department, and/or J. C. Robinson.

No water pondment shall be erected or placed on any tract in said subdivision without the express written approval of J. C. Robinson.

#10

All garbage and trash shall be disposed of immediately as it accumulates by each individual tract owner and at his expense. Expressly prohibited is the placing of raw garbage and trash in any land fill.

#11

The placement of factory built mobile homes for permanent residence shall not be permitted on any tract in said subdivision.

RECORDER'S MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

JK
7/15/72

#12

No oil drilling, oil development operations, oil refining quarrying or mining operations of any kind shall be permitted upon or in any tract or parcel of land in said subdivision; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

Exception to above is that, in certain specific instances, and where approved in writing by J. C. Robinson, it shall be agreeable to remove existing iron ore deposits on said property for use as roadway material on secondary roads. In this case, any top soil removal necessary to reach said iron ore deposits shall be replaced and smoothed out and replanted with grass to return said area to its original condition.

#13

The restrictions herein set forth shall be binding upon J. C. Robinson, his successors and assigns, and all parties claiming by, through or under him or them, and all subsequent owners of property in said subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided, however, that no such person or corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust, contract for deed, or other lien acquired and held in good faith against such property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to restrictions, covenants and conditions herein mentioned. J. C. Robinson shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and in order to prevent a breach, or to enforce the observance or performance of same, shall have the right, in addition to all other legal remedies, to an injunction either prohibitive or mandatory. The owner of any tract or tracts affected shall have the right either to prevent a breach of any such restrictions, covenants or conditions, or to enforce performance of same.

IN TESTIMONY WHEREOF, J. C. Robinson, Owner and Developer of Robinwood Estates, caused these presents to be executed on this 7th Day of December, 1971.


J. C. Robinson

RC
7-12-75

PROPERTY OWNERS ASSOCIATION

Meeting Date: January 6, 1973
Place of Meeting: Lake house of J. C. Robinson, Tract #19,
Robinwood Estates.

A called meeting of the property owners of Robinwood Estates was held at above time and place. Present were: Billy W. Henderson, D. E. Deeds, C. E. Hartson, Chas O. Gray, M. W. Inbody and J. C. Robinson, with many wives.

J.C. Robinson extended to each owner an annual report for the year 1972 covering income and expenses relating to our association. Receipts were \$479.18; expenses, \$387.80, with cash balance at December 31, 1972, of \$91.38.

A general discussion was held relating to the subdivision and it was generally agreed to continue the present assessment of \$2.00 per month per tract. This money to be used for lighting of security lights and general upkeep of Robinwood Drive, as in the past.

J. C. Robinson advised all present that he is keeping, as one block of land, tracts #15, 16, 17, 18, 19, 20 & 21, as shown by original survey, with modification of tract #14 to enable a straight fence line north on Robinwood Drive at east line of #15. Robinson noted that he has erected, at his expense, 2,025 feet of fencing along Robinwood Dr. and said east boundary line of #15, with a new metal gate at the entrance to Lake Road. He advised those present that the use of the private road (Lake Road), parking area at lake, dock, water in said lake and use of island in center will be limited to authorized key holders by invitation and at the discretion of J.C. Robinson, owner. In this respect, paragraph #2, page #3 of Restrictions, Robinwood Estates, is hereby corrected and amended to the foregoing.

It was generally agreed that J. C. Robinson would continue as manager of Property Owners Association, and its income and expenditures.

There being no further business, the meeting was adjourned.

J. C. Robinson
J. C. ROBINSON

J. C. Robinson
7-15-75

DEED RECORDS

EXHIBIT "B"

VOL: 383 PAGE 735

44

A tract owner may place cattle, horses or sheep on his tract. Proper fencing shall be installed so that said animals are contained to tract of owner and not be permitted to roam or stray over other tracts in said subdivision. As a natural consequence, their breeding or sale is not prohibited. Swine are expressly prohibited. (The foregoing is an amendment to original restrictions dated December 7, 1971).

RECORDER'S MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

JK
7-15-85

Filed For Record July 30, A.D., 1985 at 8:55 o'clock A. M.

Recorded Aug. 02, A.D., 1985 at 1:30 o'clock P. M.

ELVA D. MATHIS, County Clerk, Waller County, Texas.

By Louise Avery Deputy