

13348

THE STATE OF TEXAS]
COUNTY OF BRAZORIA]

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SLEEPY HOLLOW ESTATES, INCORPORATED, a Texas corporation, is the sole lawful record owner of that certain tract and parcel of land situated in Brazoria County, Texas, known and described as the "SLEEPY HOLLOW ESTATES" Addition within the City of Pearland, Brazoria County, Texas, and

WHEREAS, said "Sleepy Hollow Estates" has heretofore been subdivided into lots and blocks and a plat of such subdivision made, which plat was on the 8th day of June, 1964, duly filed and recorded in the Plat Records of Brazoria County, Texas, in Volume 10, pages 13-14;

NOW, THEREFORE, Sleepy Hollow Estates, Incorporated, does hereby dedicate the streets, boulevards, drives and lanes for use by the public as such, reserving the right to itself, its successors and assigns to at any time use the same for installation, maintenance, repairs and renewal of any and all public utilities, and agrees and does hereby covenant that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed, subject to covenants, conditions, stipulations, and restrictions as hereinafter set forth.

DEFINITIONS

The word "STREET" as used herein shall include any street, drive, boulevard, lane, avenue, or any place as shown on the recorded plat as a thoroughfare.

A "CORNER LOT" is one that abuts on more than one street. Any lot, except a Corner Lot, is deemed to front the street upon which it abuts. A Corner Lot shall be deemed to front on the street designated by the Architectural Committee as hereinafter provided.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of property in said Addition as

LAW OFFICES OF
DROUGH AND FERDINON
ALVIN, TEXAS

a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of Sleepy Hollow Estates, Incorporated, its successors and assigns, by appropriate reference to this dedication and same shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot or parcel of land in said addition as shown by said plat and referred to herein, and same shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of Sleepy Hollow Estates, Incorporated, its successors and assigns, and specifically, all other purchasers of said property, and each such purchaser by virtue of accepting a contract or deed covering said property shall be subject to and bound by such restrictions, covenants and conditions specified herein, for the term of this instrument as hereinafter set forth.

USE OF LAND

(a) Except as herein noted, no lots shall be used for anything other than residential purposes.

(b) No sign of any kind shall be displayed to the public view on any residential lot except one sign not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(c) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that saddle horses, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(d) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof, nor shall said premises, or any part thereof, be used for illegal or immoral purposes.

ARCHITECTURAL RESTRICTIONS

No improvements of any character shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on any lot or homesite in "SLEEPY HOLLOW ESTATES" until plans and specifications have been submitted to the and approved in writing by the Architectural Committee as hereinafter constituted. Such approval is to include exterior design, the type of material to be used and the colors to be applied on the exterior of the structure, and such approval is to be based on the following general requirements, stipulations and restrictions:

(a) All lots in the tract shall be known and described as residential lots.

(b) No structure shall be erected on any building plot other than one detached single-family dwelling not to exceed two and one-half stories in height with an attached garage with capacity for not more than four (4) cars.

(c) No structure shall be moved onto any lot.

(d) No trailer, basement, tent, shack, garage, barn or other outside building erected in the tract shall at any time be used as a residence, except as provided in paragraph (n) below, nor shall any residence of a temporary character be permitted.

(e) No temporary building shall be erected or maintained on any lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets, or easements, and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

(f) No garage apartment for rental purposes shall be permitted. Living quarters on property other than in main building may be used for bonafide servants only.

(g) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.

(h) The Architectural Control Committee reserves the right to designate the direction in which such improvements on any corner lot shall face, and such decision shall be made with the thought in mind of the best general appearance to that immediate section.

(i) Dwellings on corner lots shall have a presentable frontage on all streets on which that particular corner lot fronts and service and utility areas shall be suitably enclosed or otherwise screened from the street.

(j) No single story residence shall be constructed on any lot or building site in this Subdivision with less than Sixteen Hundred (1600) square feet of ground floor area exclusive of porches, garages and utility rooms. No multi-storied residence shall be constructed with less than Eleven Hundred (1100) square feet of ground floor living area exclusive of porches, garages and utility rooms.

(k) The building lines of any residence to be erected in "SLEEPY HOLLOW ESTATES" shall be as follows:

Not less than thirty (30) feet from the front property line and not less than five (5) feet from one side property line and five (5) feet from the other except that on all corner lots no structure shall be erected nearer than ten (10) feet from the side property line abutting a street. No dwelling shall be located on any lot nearer than ten (10) feet to the rear lot line.

Any building set back as shown on the recorded plat will take precedence, if greater, over those indicated in the preceding paragraph.

(l) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended to meet at an angle. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(m) No radio aerial wires shall be maintained on any portion of any lot forward of the front building line of said lot.

(n) No garage, servant's house or other outbuilding of any kind shall be erected on any lot nearer than seventy (70) feet to the front property line, nor nearer than five (5) feet to either side property line, nor nearer than the easement on the rear or side property line of said lot. This does not apply to garage and servant's quarters when attached to the main residence but any servant's quarters attached to the main residence must be in the rear of same. No outside toilets will be permitted.

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(o) Seventy-five (75) per cent of the exterior walls, up to a height of seven (7) feet above the top of the foundation, excluding window and door openings, must be of masonry construction.

(p) No outbuildings shall exceed in height the dwelling to which they are appurtenant, without the written consent of the Architectural Committee. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

(q) The right is reserved by the Architectural Committee to change the set back restrictions in the case of unusual or irregular shaped lots where same is required for the best appearance of the immediate community.

(r) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence to improve, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the street or between the pavement and property line.

(s) No stumps, trees, underbrush or any refuse of any kind nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

(t) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted upon any lot.

(u) The Architectural Committee has the right to inspect all houses under construction to establish conformance to plans and specifications as approved.

The record owner hereby designates and appoints Paul F. Ferguson, Theodore G. Dimitry, and Richard E. Wright as the Architectural Committee, which Committee and its successors are hereby vested with the full right and authority to act as such under the provisions of these restrictions. The majority of such committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have the full right and authority to act hereunder and to designate a representative to so act. In the event said Committee or its designated representative fails to approve or disapprove any design or location within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and the covenants contained in these restrictions shall be deemed to have been fully complied with. Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. At any time a vacancy exists on said Committee, the record owner of the Addition shall have the right to fill any vacancies; and should it fail to do so within thirty days after receiving notice of such vacancy, the remaining members or member of the Committee shall have the right to fill any vacancy. All appointments and designations of persons as successors to the Committee shall be made in writing by a recordable instrument, which shall be filed for record in Brazoria County, Texas. The powers and duties of the Committee as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created. At any time, the then recorded owners of

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fifty-one per cent of the lots in "SLEEPY HOLLOW ESTATES" (one lot or homesite constituting one ownership), upon becoming dissatisfied with the Committee as then constituted, shall have the right to remove any member or members of said Committee, and may designate and appoint a new member or members by written petition bearing the signature of the property owners so acting. The petition shall show the property owned by each petitioner. In case property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except that in cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

DURATION OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon the record owner, its successors and assigns and all parties claiming by, through or under it, and all subsequent property owners in the Addition, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions, provided, however, that no such Corporation or person shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against property, or any part thereof, but such liens may be enforced as

against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. Invalidation of any one of these covenants by judgment or court order will be in no wise affecting any of the other provisions which shall remain in full force and effect.

The record owner of the Addition, its successors, and assigns, 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 legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

EASEMENTS

It is agreed that all sales and conveyances of lots and the dedication of streets in said Addition shall be subject to the easements and rights of way as shown on the plat of "SLEEPY HOLLOW ESTATES" filed on the 8th day of June, 1964, and recorded in Volume 10, pages 13-14, of the Plat Records of Brazoria County, Texas, and to any easements over, under, along and across such portions of each lot, as may be reserved in each deed as being appropriate or necessary for the purposes of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the

DEED
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Addition and the property owners thereof and are hereby reserved and created in favor of any and all utility companies into and upon said property for the purpose aforesaid.

There is also reserved and dedicated herewith for use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located and adjacent to and on both sides of all dedicated utility easements as shown on the plat of said Addition.

This instrument of dedication relates to and affects the above described property and shall not affect other property not herewith described.

The invalidity or illegality of any one or more of the above and foregoing covenants and restrictions shall not affect the validity and enforceability of the remaining covenants and restrictions, but the same shall remain of full force and effect.


IN TESTIMONY WHEREOF, I, Richard E. Wright, President of Sleepy Hollow Estates, Incorporated, have executed these presents this the 9th day of Sept, 1964.

SLEEPY HOLLOW ESTATES, INCORPORATED

Richard E. Wright
Richard E. Wright, President

ATTEST:

Paul F. Ferguson
Paul F. Ferguson, Assy. Secretary



FILED FOR RECORD
AT O'CLOCK AM
SEP 9 1964
H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY DEPUTY

THE STATE OF TEXAS]
COUNTY OF BRAZORIA]

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared Richard E. Wright, President of Sleepy Hollow Estates, Incorporated, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Sleepy Hollow Estates, Incorporated, a Texas corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity as stated and as his free act and deed.

Given under my hand and seal of office this the 9th day of September, 1964.



Daisy M. Renton
Notary Public in and for
Brazoria County, Texas.

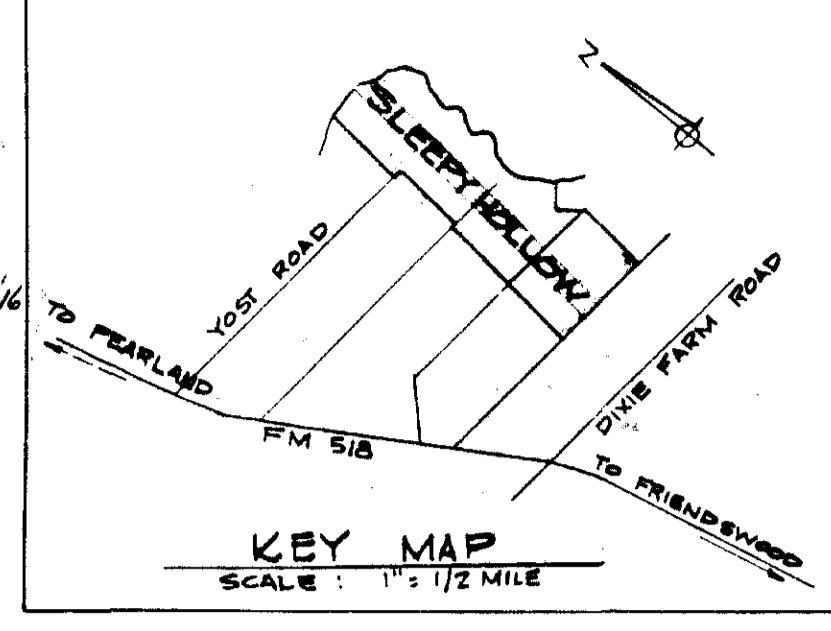
DAISY M. RENTON Notary Public

FILED FOR RECORD
AT 8:00 O'CLOCK A. M
SEP 10 1964
H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY J. Wood DEPUTY

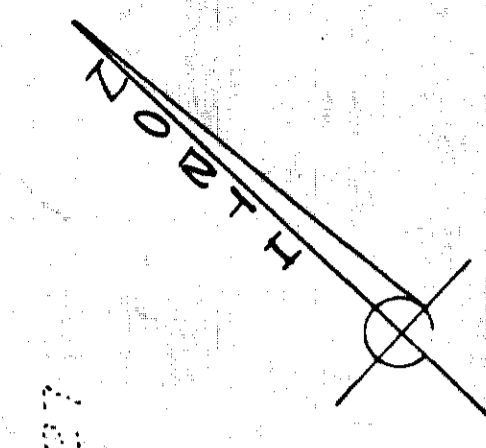
SEP 10 1964 2 00 PM '64
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PLAT RECORDS
Vol. 12, Page 13, 14, 15, 16



MATCH LINE TO SHEET 22



GEO. W. JENKINS S/D

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, JAMES C. YOUNG, OWNER, AND PAUL F. FERGUSON, TRUSTEE, OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FORGOING MAP OF THE SLEEPY HOLLOW ESTATES, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY, ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS SLEEPY HOLLOW ESTATES IN THE WARREN D.C. HALL SURVEY, BRAZORIA COUNTY, TEXAS; AND DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER; AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED, THERE IS ALSO DEDICATED FOR UTILITIES AN UNOBSTRUCTED AERIAL EASEMENT FIVE (5) FEET WIDE FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND UPWARD, LOCATED ADJACENT TO ALL EASEMENTS SHOWN, HEREBY.

WITNESS OUR HAND IN PEARLAND, BRAZORIA COUNTY, TEXAS, THIS DAY OF _____

James C. Young
OWNER
Paul F. Ferguson
TRUSTEE

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES C. YOUNG, OWNER, AND PAUL F. FERGUSON, TRUSTEE, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH, GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 5 DAY OF JUNE, 1964

R.H. Robinson
NOTARY PUBLIC IN AND FOR
TEXAS, C.H. CEN FENO
BRAZORIA COUNTY

- 1 ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY, AND ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE
- 2 ALL LOT LINES ARE PERPENDICULAR OR RADIAL TO STREETS UNLESS OTHERWISE INDICATED.
- 3 0-3/4" x 3" IRON ROD
- 4 8-1/2" x 2" IRON ROD SET AT POINT OTHER THAN LOT CORNER.
- 5 5/8" - GUY EASEMENT
- 6 10' UTILITY EASEMENT UNLESS OTHERWISE INDICATED. (5' OFF EACH INTERIOR LOT; 10' OFF LOTS ABUTTING 90 BOUNDARY)
- 7 FEE - PUSH BRACE EASEMENT
- 8 DEAD END EASEMENTS EXTEND 35' INTO LOTS IN WHICH THEY TERMINATE
- 9 RADIUS AT ALL BLOCK CORNERS IS 20.00 UNLESS OTHERWISE NOTED.
- 10 THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION OTHER THAN THOSE SHOWN HEREON.

SLEEPY HOLLOW ESTATES

A SUBDIVISION OF 106.28 ACRES, OF LAND IN THE WARREN D. C. HALL LEAGUE, ABSTRACT NO. 70, BRAZORIA COUNTY, TEXAS, INCLUDING TRACTS 9, AND 10 AND PART OF TRACTS 11, 14 AND 22 OF THE O.W. WILLITS SUBDIVISION OF THE UPPER ONE-HALF OF THE LOWER ONE-HALF OF SAID LEAGUE
18 BLOCKS 193 LOTS

WALSH & McLAREN

ENGINEERS - SURVEYORS

ANGLETON, TEXAS

DATE: APRIL 13, 1964

FILED FOR RECORD
AT 2:00 O'CLOCK P.M.
JUN 8 1964
H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
Y. M. Williams DEPUTY



PLAT APPROVED

COUNTY SURVEYOR, BRAZORIA COUNTY

SHEET 1 OF 2 SHEETS

THIS IS TO CERTIFY THAT I, WILLIAM C. WALSH, A REGISTERED ENGINEER OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND (BOUNDARY SURVEY OF THAT PORTION LYING NORTHWEST OF YOST BOULEVARD WAS MADE BY HENRY J. JOHNSON ENGINEERING CO. AND OF THAT PORTION LYING SOUTH-EAST OF MICHELLE BOULEVARD WAS MADE BY J. E. RAINES, P.E., REGISTRATION NO. 10951) AND THAT ALL BLOCK CORNERS, ANGLE POINTS, AND POINTS OF CURVE ARE PROPERLY MARKED WITH 3/4" IRON RODS 3 FEET LONG AND ALL LOT CORNERS WITH 1/2" IRON RODS 2 FEET LONG, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

William C. Walsh
ENGINEER

TEXAS REGISTRATION NO. 13963

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT No. 4 THIS 16 DAY OF APRIL, 1964

Vernon W. Hall COMMISSIONER
Robert C. Day COMMISSIONER
DeShannon COMMISSIONER
William C. Wall DISTRICT ENGINEER

APPROVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, THIS 28 DAY OF APRIL, 1964

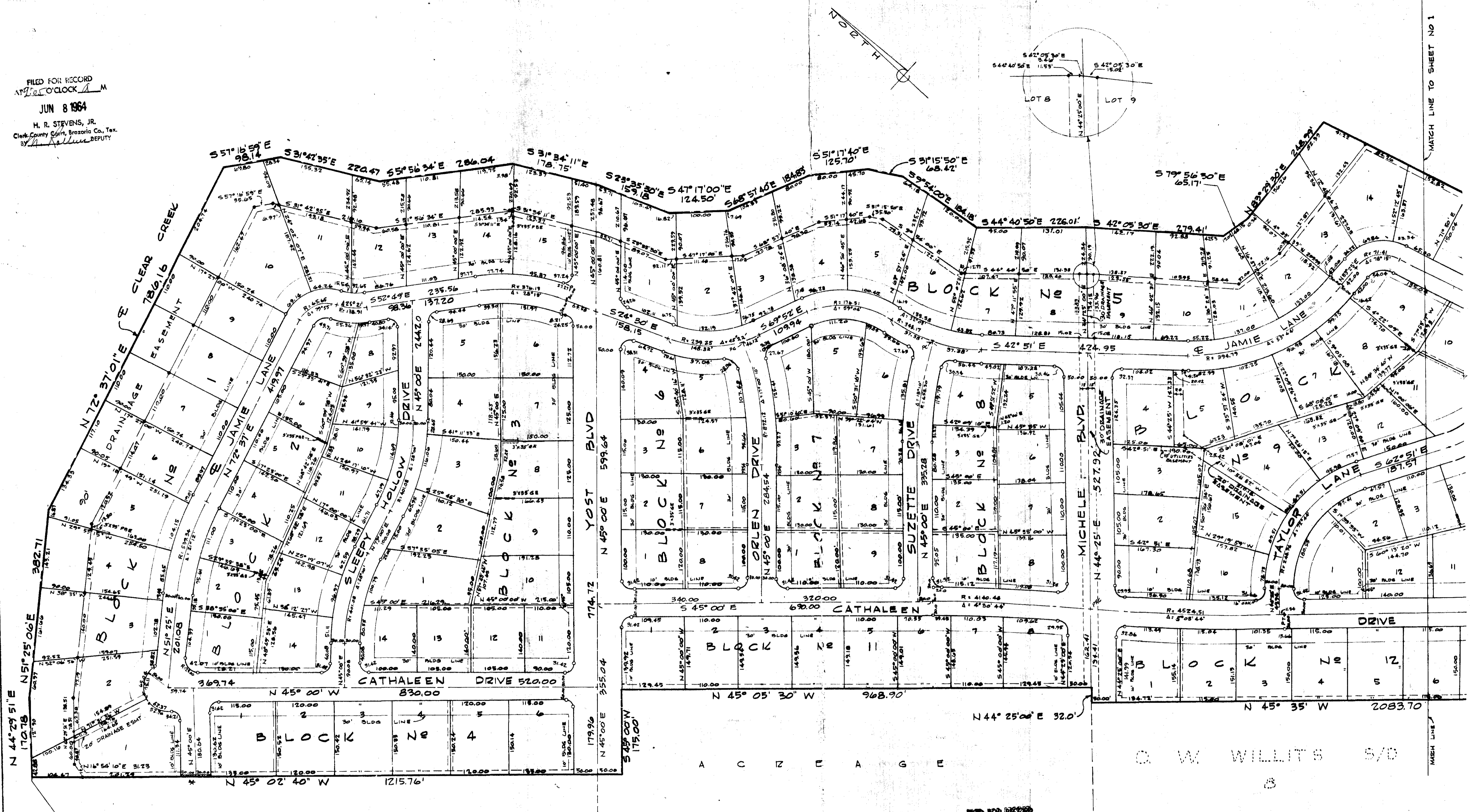
Ed Gibbons MAYOR
John F. Keagley COUNCILMAN
Thomas P. ... COUNCILMAN
James E. Raines CITY ENGINEER



NOTE

* ONE-FOOT DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS IN SUBDIVISION PLATS WHERE SUCH STREETS ABUTS ADJACENT ACREAGE TRACTS, THE CONDITIONS OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES (AND THE FEE TITLE THERE TO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.)

FILED FOR RECORD
AT 10 O'CLOCK A.M.
JUN 8 1964
H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY *M. Nelson* DEPUTY



A C R E A G E

FILED FOR RECORD
AT 10 O'CLOCK A.M.
JUN 8 1964
H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY *M. Nelson* DEPUTY

DEDICATION AND CERTIFICATES FOR THIS
SUBDIVISION ARE ON SHEET 1

SLEEPY HOLLOW ESTATES SHEET 2 OF 2
W. C. D. HALL, LEASE ABSTRACT NO. 10,
BRAZORIA COUNTY, TEXAS

