

No. 457

J.L.Pixley et ux

Restrictions

Sleepy Hollow Lake Estates

Section 1

RESTRICTIONS

THE STATE OF TEXAS
 THE COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

That J. L. Pixley and wife, Mozelle Pixley, d/b/a Sleepy Hollow Lake Estates, desire to create and carry out a uniform plan for the improvement, development and sale of lots in Sleepy Hollow Lake Estates, a Subdivision in Polk County, Texas, does hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly on the use, occupancy and conveyance of all lots in said Subdivision, and each contract or deed which may be hereafter executed with regard to any of the lots in said Subdivision shall be conclusively held to have been executed, delivered and conveyed subject to the following reservations, restrictions, covenants, easements, liens and charges, as well as any recorded amendments thereto, regardless of whether or not the same are set out or referred to in said contract or deed, to-wit:

RESERVATIONS

There is specifically reserved such easements for the installation and maintenance of utilities and drainage facilities as might be necessary for the orderly development and operation of said Subdivision; neither Developer nor utility company shall be liable for any damage to shrubbery, trees, flowers or property in the installation or maintenance thereof.

RESTRICTIONS

No business for commercial purposes shall be permitted other than by Developer.
 The ground floor living area of the main structure, exclusive of open porches and garages, shall be not less than six hundred (600) square feet for a one (1) story dwelling, nor less than nine hundred (900) square feet for a dwelling of more than one (1) story.

No building shall be located on any residential lot nearer than twenty-five (25) feet to the front line, nor nearer than ten (10) feet to any side street line, nor nearer than five (5) feet to an interior lot line. Corner residential lots shall be deemed to front on the street having the least frontage. No lot shall be used except for single family purposes.

No trailer house, tent, shack, or other temporary structure shall ever be placed on any lot. Overnight camp privileges may be permitted. No composition brick siding or other siding of comparable quality or looks shall be permitted.

No noxious or offensive, unlawful or immoral activity shall be carried on upon any lot or tract, nor shall anything be done thereon which shall become an annoyance or a nuisance to the neighborhood.

No hogs, poultry, fowl or cattle may be kept or raised on any part of the Subdivision unless provided for under a grazing lease. Household pets may be kept but may not be bred or maintained for commercial purposes or for sale.

No outside toilets shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank and adequate drain field, constructed and installed in accordance with the health regulations of the State and County and of any other governmental authority having jurisdiction; and the same shall be subject to inspection and approval of the Health Officer or agency of Polk County, Texas. The same shall not be drained, directly or indirectly, into any road, street, alley, or open ditch, or Sleepy Hollow Lake.

Private driveways and walks crossing any ditch along any of the dedicated roadways must have culverts of sufficient size to prevent flooding or other obstruction in the flow of water through the ditch. All culverts shall be constructed of concrete.

Each lot owner shall cut the grass and weeds on his lot as often as necessary to maintain the same in a neat and attractive condition, and shall keep his lot free of trash, garbage and debris.

No lot shall be used for the storage of any material, except that required for the construction of authorized buildings, which material shall be used or removed in a reasonable length of time.

No sign of any kind shall be kept or displayed to the public view (except by the Subdivider) other than name and street number sign, provided, however, that this covenant shall not apply to those lots reserved for business use, and provided, further, that the Subdivider may grant permission in writing to lot owners for the displaying of approved signs offering such lots for sale. Developer can remove any sign violating this provision, without consent of the land owner and without any liability.

No boat, trailer or equipment shall be parked on any street in said Subdivision.

Dirt shall not be piled upon any lot, except that which is necessary in connection with landscaping, and dirt shall not be removed from any lot.

No hunting or shooting of firearms shall be permitted in the Subdivision.

If the owner of any lot fails to abide by any obligation or provision pertaining to cleanliness or maintenance of lot as previously mentioned, J. L. Pixley, Developer, may go upon such lot and correct the default, and shall not be guilty of any trespass or liable to the lot owner in any respect for doing so, and the lot owner shall be obligated to reimburse J. L. Pixley for expenses in doing such work, and the amount to be reimbursed shall be secured by a lien against the lot.

The private park located near the dam shall be used in common by the owners of other lots in said Subdivision for community recreational purposes. Only the owners of lots and their families, and guests accompanying them, shall use such parks.

Sleepy Hollow Lake may be used for fishing, swimming or boating, however, there shall be no motors larger than 3 horsepower.

No piers shall extend farther into the lake than fourteen (14) feet.

ASSESSMENTS

The lots in said Subdivision and the owners thereof are hereby subjected to an annual maintenance charge at such time as Developer should determine the necessity thereof, which shall be an assessment against said lot owners and the owners thereof for the purpose of creating a fund to be expended by the Developer in the interest of the Subdivision as a whole. The amount of said annual charge shall be such that Developer may determine necessary. Each lot owner shall pay the amount of the charge against his lot to the Developer on or before January 15, of each year, and such money shall be held by the Developer in trust and used for the benefit of all lot owners in said Subdivision. This assessment may be waived specifically by the Developer but in this event, such waiver must appear in the General Warranty Deed.

The following authorized uses of such money are set forth by way of example and not by way of exclusion or limitation: Lighting, collecting and disposing of garbage, trash and debris; employing policemen or watchmen; caring for vacant lots; fogging or spraying for insects; and improving and maintaining the parks and other facilities.

The first assessment against each lot and the owner thereof shall be for the calendar year following the year during which the lot is sold by Developer to the lot owner, whether the sale be pursuant to a deed or contract of sale.

Such annual charge may be adjusted from year to year by said Developer as the needs of the property may, in its judgment, require, but in no event shall such charge be raised, unless by a majority vote of the lot owners.

The amount assessed against each lot shall be secured by a lien on such lot, which lien is hereby created, and such lien shall be enforceable through appropriate proceedings at law by the Developer.

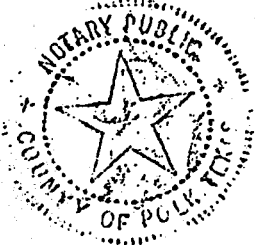
The lien hereby created, as well as the lien referred to earlier in the restrictions, shall be subordinate to the lien or liens of any bona fide lender who hereafter lends money to a lot owner for the purchase of his lot and/or for the construction, improvement and/or permanent financing of any buildings on any such lot, and also such lien will be subordinate to any lien made by a lender to the Developer on any of the lots in the Subdivision.

BE IT KNOWN THAT: 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 (20) years from the date these covenants are recorded with the County Clerk of Polk County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole

THE STATE OF TEXAS §
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COUNTY OF POLK §

Before me, the undersigned authority, a Notary Public in and for Polk County, Texas, on this day personally appeared J. L. Pixley and Mozelle Pixley, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said J. L. Pixley acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Mozelle Pixley, wife of the said J. L. Pixley, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mozelle Pixley, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of February, 1964.



Edward W. Jones, Jr.

EDWARD W. JONES, JR.
Notary Public in and for Polk
County, Texas

STATE OF TEXAS §
COUNTY OF POLK. §

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 29 day of Feb., 1964 at 9:30 o'clock A. M., and was this day duly recorded at 8:35 o'clock A. M., in Vol. 202 Pages 396 et seq., Deed Records of said County. Witness my hand and official seal at office in Livingston this 5 day of March 1964.

K. W. Kennedy
Clerk County Court, Polk County, Texas.

By *Mrs. C. H. Matthews* Deputy.