

Amended and Restated Notice of Restrictions on Real Estate

12/13/2019

11. **Maintenance of Lots:** All lots, whether improved or not, shall be maintained in good appearance and free from overgrown grass, shrubs, weeds and from rubbish. In the event any lot is not so maintained, then the Sleepy Hollow First Addition Board of Directors, its successors and/or assigns shall have the right to enter upon said lot for the purpose of cutting and removing such overgrown grass, shrubs, weeds, and rubbish, and the expense thereof shall be charged to and paid by the owner of said lot. If not paid by said owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a lien upon said lot until paid and may be collected by an action to foreclose said lien, or by an action in Small Claims Court, at the discretion of the Sleepy Hollow First Addition Board of Directors, its successors and/or assigns, and the same manner and according to the same provision as hereinafter provided in paragraph 28 for the collection of unpaid dues and/or assessments, which provisions are incorporated into this paragraph as if set forth herein verbatim. In the event the owner or party in possession of any such lot prohibits the Association or its representatives from coming upon the lot for the purpose described herein, or in the event the Association feels that coming upon the lot for the purposes described herein may precipitate a breach of the peace, the Association may apply to the appropriate court for a mandatory injunction to allow it to come upon the property for the purpose described herein and no bond shall be required of the Association. Moreover, the Association shall not be required to establish irrevocable harm or injury to the Association or any other lot owner but shall only be required to establish the existence of the offending condition. In any either such action the Association shall be entitled to recover its reasonable court costs and attorney's fees.