

## Deed Restrictions

POLLY RANCH ESTATES, INC. SUBDIVISION RESTRICTIONS  
Dated: DEED OF TRUST  
THE STATE OF TEXAS  
COUNTY OF GALVESTON

WHEREAS, POLLY RANCH ESTATES INC. is the owner of a subdivision known as Polly Ranch Estates, commonly known as the Butler Pasture and part of the Sarah McKissick and John Dickinson Surveys and Lot 28 of Voss Subdivision in Galveston County, Texas, and with plat recorded in the Map Records in the office of the County Clerk of Galveston County, Texas, Map Record 15, page 4.

WHEREAS, in order to protect fully both the interest of POLLY RANCH ESTATES, INC., being the owner of the aforementioned subdivision, and future owners of lots in said subdivision and in order to maintain a uniform plan for the improvement and development of said property as a restricted and modern subdivision; NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: The hereinafter protective restrictions shall run with the land, as described in the aforementioned plat; and shall be binding on all parties and all persons claiming under them for a period of twenty five years from 30 May 1973 to 30 May 1998, at which time said protective restrictions shall be automatically renewed for an additional twenty-five (25) years and will continue to be automatically renewed each twenty-five (25) years unless seventy-five (75%) per cent or more of the owners of record, at that date, agree in writing to the changes and said changes are made in a lawful manner. Exceptions to these restrictions are those Owners of Record of original Lots 69 and 81, Polly Ranch Estates and Lots 2, 3, 15 and 16 of the replat of Polly Ranch Estates; said Owners of the above described property are exempt from the hereinafter restrictions only so long as the title to said property shall remain with them or their heirs. Other Owners of record maintaining residences within the plat at the time this document is filed are exempted from the hereinafter cited restrictions, to-wit: 2, 3, 5b, 5c, 5e, 5f, 5g and 5h, but must maintain as a minimum those restrictions required by the original plat of Polly Ranch Estates filed September 1, 1954 or the contract for sale.

1. Lots One (1) through One Hundred Ninety-Four (194) in said tract shall be used for residential purposes only; Reserves "A", "B", "C", "D", "E" and "F" of said tract are set aside and shall be used for multifamily units (commonly known as townhouses); Reserve "G" is set aside for use as a Park as hereinafter described; Reserve "H" is set aside for possible future use for water treatment facilities as hereinafter described; Reserves "I" and "J" are set aside to be used in conjunction with the air strip as hereinafter described; and Reserves "K" and "L" fronting F.M. 518 and Chigger Creek are to be used for single family homes (residential zoned) as hereinafter described. Single family dwellings only shall be constructed on Lots One (1) through One Hundred Ninety-Four (194) inclusive. Bona fide servant quarters may be attached or separate from the dwelling.
2. Living areas of any single family dwelling, exclusive of porches, breezeways, patios, servant quarters and garages, shall have an area of not less than 2,000 square feet, and in the case of one and one-half (1 1/2) or two (2) story homes, not less than 1,300 square feet must be on the ground floor.
3. The front extremity of the residence shall be built no nearer than forty (40) feet from the front property line. No other building line shall be nearer than fifteen (15) feet to the side property

lines or fifteen (15) feet to the rear property line. Outbuildings shall be located to the rear of the residence. On those lots which border the air strip, the rear building line shall be no nearer the property line than twenty-five (25) feet.

4. All waste disposal systems shall be connected to the system provided by the developer.

5. No building shall be erected, placed, or altered on any lot within the confines of Polly Ranch Estates until the building plans, specifications, and plot plan showing the location of the building have been approved in writing by an Architectural Committee composed of the Officers of Polly Ranch Estates, Inc. or by a representative designated by the majority of said Officers. The purpose of this approval is to maintain conformity and harmony of the external design with existing structures in the subdivision and as to location with respect to topography and finished ground elevation. In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said 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 the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with. The time for the said thirty (30) day period shall begin from the date when said plans and specifications and plot plan shall be delivered at the office of Polly Ranch Estates, Inc. The members of the aforementioned Architectural Committee or its representative shall not be entitled to compensation for services performed. The duties and powers of the aforementioned committee and of its designated representatives shall cease on and after ten (10) years of the date this instrument is recorded. Thereafter, the approvals prescribed in this covenant shall not be required unless, prior to said cease date, a written instrument shall be executed by a majority of the then recorded owners of lots in the subdivision (provided however, each lot shall only have one (1) vote irrespective of the number of recorded Owners) and duly recorded, appointing a representative or representatives, who shall exercise the same powers previously exercised by the same committee. In addition to the aforementioned requirement, some general requirements that shall be met are:

- a) All services shall be located underground.
- b) Garage openings shall be located to open either on the side of the residence or on the rear of the residence.
- c). The main residence shall be constructed of quality material of a nature to withstand the extremes of the Gulf Coast. The exterior of the main residence shall be of at least 75% brick, stone, glass or other masonry material, or 75% exterior type redwood with the balance being a permanent type masonry material (masonry material does not include concrete block as either an internal or external surface).
- d). Roofing material can be either: Composition Shingles, Standing Seam Metal, or Mexican Tile . Solar panels can be installed as desired.
- e). All private driveways shall be constructed of concrete, other types of masonry material affixed together by concrete to be of a permanent nature, or asphalt material: this includes all driving or parking areas connecting the garage to the main street. Specifications for driveways shall be submitted with building plans to the Architectural Committee, as hereinafter described, for approval.
- f) Servant quarters, unattached garages, barns or other out buildings shall be of a similar style and material as the main residence.
- g) Bridges constructed over property line ditches shall be of concrete pipe not less than 15 inches in diameter and/or shall meet the minimum requirements of the building permit issuing agency.
- h) No fences, hedges or walls shall be constructed toward the front of the lot any further than the front line of the residence. The rear property line of those lots bordering the air strip shall be

equipped with a six (6') foot high fence for the entire distance of the rear lot frontage; fence material to be submitted to and approved by the Architectural Committee; said fence may be equipped with a gate of sufficient length to allow the ingress and egress of an aircraft from the owner's lot; said gate shall be closed and locked at all times except during movement of the aircraft to or from the lot.

i) All yard areas shall be landscaped, kept clean of weeds and unsightly rubbish at all times. Vacant lots will be maintained to prevent distraction from developed lots and shall be mowed at least twice yearly. Exception, however, is that Lots 15 and 16 may be left in their natural state by the Owner.

j) No signs shall be displayed except For Sale signs.

k) Swimming pools constructed at any residence shall be to the rear of the residence and shall be enclosed by a fence with a minimum height of six (6') feet unless state law or local ordinance requires a fence of higher dimension. All accessible openings shall be closed by gates.

6. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat and in the Deed of record in the office of the County Clerk of Galveston County, Texas.

7. Mobile homes, or moved-in-buildings are not permitted.

8. a) Recreational Vehicles (RV) Boats and Trailers are permitted, but shall be parked to the rear of the residence or inside an approved outbuilding. Vehicles; including RV's, boats, trailers, cars and trucks are not to be parked either on the frontage road or on unpaved areas (areas not containing concrete or asphalt) except in emergencies or if visitors are meeting with the homeowner. Boating facilities may be erected next to the creek on those lots which border Clear Creek; providing such structures do not conflict with drainage or navigation easements and further providing structures are approved by the Architectural Committee or its designated representative. Aircraft may be parked to the rear of residences on those lots bordering the air strip.

b) FEMA trailers and personal RV's being lived in during renovation of the primary home, due to a natural disaster, fire, or water damage, must be removed no later than 18 months unless specifically extended and approved by the Polly Ranch Homeowners Board. Dumpsters and shipping containers, conex type) must be removed within 18 months of placement. Extension only by application to the Polly Ranch Homeowners Board.

9. All animal pens and/or stables shall be kept clean and sanitary so as not to be a nuisance to other property owners. No property owner shall maintain at his residence more than two (2) animals of any type and then said animal(s) shall not be maintained for the purpose of breeding as a business. In addition, hogs, cattle, poultry and fowl are prohibited. Exceptions, however, are those owners of record at the time this document is filed, said owners of record may maintain the type and number of animals or fowl owned as long as they maintain them so as not to be a nuisance to other property owners, keep them contained and shall not maintain them as a business on said premises; horses may be maintained within the aforementioned number by those owners of lots seventeen (17) through thirty-three (33) inclusive and one hundred seventy-one (171) through one hundred ninety-four (194). inclusive, and shall be prohibited to all other property owners in said subdivision.

10. No oil or gas drilling or any type mining operation shall be permitted on any lot.

11. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

12. Any violation of any of these covenants, agreements, reservations, easements, any restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgagee, trustee, or guarantor, under any such mortgage or Deed of Trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations or covenants may be violated.

13. (a) Each lot the subdivision shall be subject to an annual maintenance charge of up to \$150.00 per lot, indexed to inflation commencing on March 1, 2015, using the Average Price Data Consumer Price Index as published by the Bureau of Labor Statistics. This annual maintenance charge shall be for the purpose of the Polly Ranch Estates Maintenance Fund, to be paid by the owner of each lot in conjunction with like charges to be paid by the owners of the other lots in said subdivision. This annual maintenance charge shall be secured by a Vendor's Lien upon said lots and is to be paid annually on the first (1st) day of July of each year in advance to the Polly Ranch Estates Maintenance Committee, with six (6%) per cent interest on any delinquent payments. The annual maintenance charge collected may be adjusted up or down, subject to the above limit but any such changes must be approved by the majority of lot owners present at a General Meeting containing a quorum of at least 20 members. No such vote shall be valid unless the intention to hold such vote is advertised by email, facebook or other comparable means and on the front entrance reader board at least 2 weeks prior to such General Meeting.

(b) The Polly Ranch Estates Maintenance Committee shall consist of three (3) members appointed by the officers of Polly Ranch Estates Inc. This committee shall serve for a period of five (5) years thereafter, one member shall be replaced at the beginning of each two (2) year period by a majority vote of the then Owners of record of a majority of lots in the subdivision (provided, however, each lot shall only have one (1) vote irrespective of the number of Owners of record). Such elect shall be conducted by the Maintenance Committee. In the case of death of a committee member, the vacancy shall be filled in the same manner as provided for election of new members. The committee shall be responsible for providing each Owner with an annual balance sheet of this fund and shall account for each expenditure.

(c) The funds collected by the annual Maintenance Charge shall be used for services deemed to be the most necessary, desirable or of the greatest benefit to the Owners or occupants of property in the subdivision. The decisions of said committee shall be final so long as same are made in good faith. Funds established by this Maintenance Charge may be applied toward the payment of the maintenance of streets, paths, parkways, esplanades and street lighting, or other subdivision needs; however, a portion (to be established by the Maintenance Committee) shall be used to provide equipment and maintenance for the Park established in paragraph 15 of this instrument.

(d) These annual Maintenance Charges shall continue for a period of ten (10) years from the date of filing of these restrictions, and then shall continue for successive five (5) year periods, until a majority of the Owners of record shall file an instrument with the County Clerk of Galveston County, Texas agreeing to the abandonment of such charges (provided, however, each lot shall only have one vote irrespective of the number of Owners of record).

14. (a) Reserve "G" of Polly Ranch Estates is hereby set aside as a private park to be used by the owners of lots in the said subdivision. Regulations regarding the use of said park shall be established and enforced by Polly Ranch Estates Maintenance Committee, Inc. The park shall be established and maintained from funds as previously stated in paragraph 13 (c) above.

(b) Legal title to said Reserve "G" (Park Area) shall remain with Polly Ranch Estates, Inc. and its use as a park shall be on an easement basis.

(c) The easement for the use of Reserve "G" as a park shall expire coincidentally with the abandonment of the annual maintenance charges as provided in paragraph 14(d) of this instrument.

(d) Upon expiration of the easement for the use of Reserve "G" as a park, Polly Ranch Estates, Inc. may elect to transfer title of said property to a subdivision Home Owners' organization (if established) or shall dispose of the property as deemed to be in the best interest of Polly Ranch Estates, Inc.

15. (a) The designated air strip section of Polly Ranch Estates, Inc. and Reserves "I" and "J" located at the east end of the air strip are hereby set aside to be used, by the owners of record of the said subdivision.

(b) Legal title to the air strip and Reserves "I" and "J" shall remain in Polly Ranch Estates, Inc. Polly Ranch Estates, Inc. or its designated representative(s) shall operate said air strip and Reserves "I" and "J." for a period of ten (10) years at which time Polly Ranch Estates, Inc. may elect to transfer by sale said air strip and Reserves "I" and "J" to a subdivision Home Owners' organization (if established) or may elect to continue to operate the said facilities. If said Home Owners' organization is not established and Polly Ranch Estates, Inc. elects not to continue operation of said airstrip and Reserves "I" and "J" then Polly Ranch Estates, Inc. may elect to transfer by sale said airstrip and Reserves "I" and "J." to other individual(s) for the purpose of continuing operation of said air strip and Reserves "I" and "J" for Owners of record.

(c) Polly Ranch Estates, Inc. or its designated representative(s) shall operate the air strip and associated facilities under any existing rules and regulations of the Federal Aviation Administration and other local rules and regulations specified in individual contracts and all users of the facilities shall comply with the rules and regulations at all times.

(d) Prior to use of the air strip facilities by any owner of record, that owner shall be required to enter into a contract with Polly Ranch Estates, Inc. The fee for use of the air strip facilities, if any, shall be established between the owner and Polly Ranch Estates, Inc.

16. (a) Reserves "A", "B", "C", "D", "E" and "F" are hereby set aside to be used for the development of Townhouse Units. Reservations, restrictions, easements, covenants and agreements shall be established by Polly Ranch Estates, Inc. or its designated representative prior to the development of each reserve, and for each of the said reserves and filed with the County Clerk of Galveston County, Texas as a legal document in its own right. Nothing in any of the documents filed to establish reservations, restrictions, easements, covenants and agreements for the townhouse reserves shall change or amend the ones established by this document. Polly Ranch Estates, Inc. or its designated representative shall provide reservations, restrictions, easements, covenants and agreements that shall protect all property owners in said subdivision and will maintain conformity and architectural harmony in the subdivision.

(b) No building shall be erected, placed or altered on any of the said Reserves until the building plans, specifications, and plot plans showing the location of buildings have been approved in writing by the Architectural Committee or its designated representative as outlined in paragraph 5 of this instrument..

17. (a) Reserve "H" is hereby set aside for possible future use of a proposed waste water treatment facility for the City of Friendswood, Texas.

(b) Legal Title to Reserve "H" shall be retained by Polly Ranch Estates, Inc. until such time as the legally constituted government of the City of Friendswood, Texas shall notify Polly Ranch Estates, Inc. in writing of the readiness and funding of said City to proceed with the installation of said waste water treatment facilities. Upon receipt of said document, Polly Ranch Estates, Inc. shall transfer said Reserve "H" to the City of Friendswood, Texas, said transfer to be made without cost to said city.

Inc. shall transfer said Reserve "H" to the City of Friendswood, Texas, said transfer to be made without cost to said city.

(c) If and when five (5) years have elapsed from the date of filing of this instrument, the City of Friendswood, Texas has either not initiated the installation of waste water treatment facilities on Reserve "H", or, notified Polly Ranch Estates, Inc. in writing of said City's intent to so do, this reservation of Reserve "H" shall become null and void and the use of Reserve "H" shall revert to Polly Ranch Estates, Inc. and shall be used for the erection of Townhouse Units.

18. (a) That portion of Polly Ranch Estates between F.M. 518 and Chigger Creek Reserved as "K" and "L" is hereby set aside for residential property..

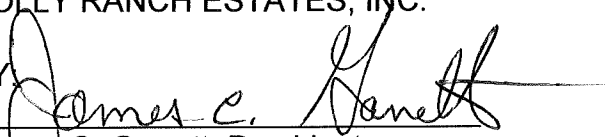
(b) No commercial enterprise shall be established on this portion of Polly Ranch Estates without the approval of Polly Ranch Estates, Inc. or its designated representative.

(c) No building shall be erected, placed, or altered on any of this portion of Polly Ranch Estates until the buildings, plans, specifications and plot plans showing the locations of buildings have been approved in writing by the Architectural Committee or its designated representative as outlined in paragraph 5 above.

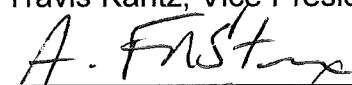
19. The present owners and holders of the property comprising Polly Ranch Estate, Inc. do by the execution of this instrument join in the above reservations, restrictions, easements and covenants and agree that the dedication and subdivision of said property by the aforementioned plat and said reservations, restrictions, easements, and covenants shall continue in full force and effect and be binding upon the said Polly Ranch Estates, Inc., its successors and assigns, and the said restrictions shall be for the benefit of Polly Ranch Estates, Inc., its successors and assigns, and any person or other corporation owning or hereinafter acquiring any part or parcel of land in said Polly Ranch Estates Subdivision. Polly Ranch Estates, Inc. does by the execution of these reservations, restrictions, easements, covenants and agreements subordinate its Vendor's Liens and Deed of Trust Liens covering the said Polly Ranch Estates Subdivision, to the dedicated plat of said Subdivision as filed for record in the office of the County Clerk of Galveston County, Texas and does subordinate said liens to all reservations, restrictions, easements, covenants, and agreements herein set out.

EXECUTED this the 6<sup>th</sup> day of September 2018.  
POLLY RANCH ESTATES, INC.

BY

  
James C. Garrett, President

  
Travis Kantz, Vice President and Secretary

  
Avril Forster, Park Chairman,

  
Martha Honey-Crawford, Treasurer

  
Gaylon Koening, Airstrip Chairman

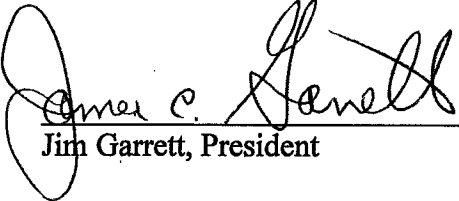
**AFFIDAVIT OF ASSOCIATION  
CONSENT TO DEED RESTRICTION AMENDMENT  
AND CERTIFICATION OF VOTING**

THE STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON       §

The undersigned, being the President of Polly Ranch Homeowners' Association, hereby executes this instrument to evidence the consent of the Association and its members to the contents of this instrument and specifically to the Amendment of the Deed Restrictions which are applicable to all properties within the Polly Ranch Estates Community. This affidavit shall also serve as official certification of voting results, wherein the Amendment of the Deed Restrictions was approved by not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote in connection with such amendment, as is evidenced by the attached ballots, all of which are original ballots which were executed and signed by the property owners whose name(s) are indicated thereon.

**Polly Ranch Homeowners' Association**

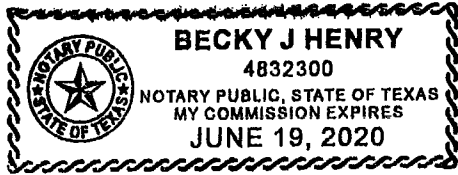
Attest:

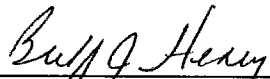
  
\_\_\_\_\_  
Jim Garrett, President

25 Sept 2018  
Date

THE STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON       §

This instrument was acknowledged before me on the 25th day of September, 2018 by Jim Garrett, President of Polly Ranch Homeowners' Association, a Texas Non-Profit Corporation, for the purposes and in such capacity as therein stated.



  
\_\_\_\_\_  
Notary Public in and for  
The State of Texas

## FILED AND RECORDED

Instrument Number: 2018060729

Recording Fee: 574.00

Number Of Pages:139

Filing and Recording Date: 10/08/2018 12:33PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*