

**RESTRICTIVE COVENANTS FOR  
HOLLEY TERRACE NEIGHBORHOODS**

**(Holley Terrace Sections 1, 2, 3 and 4)**

**ARTICLE I. DEFINITIONS**

- 1.1 **"Association"** - Holley Terrace Civic Association, Incorporated, a Texas nonprofit corporation, its successors and assigns.
- 1.2 **"Accessory Structure"** - a structure whose use is ancillary to a house (but without living space), including a storage building, greenhouse, tennis court and gazebo, but not including a garage.
- 1.3 **"Board"** - the Board of Directors of the Association.
- 1.4 **"Commercial Vehicle"** - any vehicle other than a non-commercial vehicle.
- 1.5 **"Effective Date"** - date that Petition to Modify and Add Restrictive Covenants is recorded in the Real Property Records.
- 1.6 **"Family"** - an individual or two or more persons related by blood, marriage, adoption, guardianship or other duly authorized custodial relationship or up to three unrelated adult persons, living as a single housekeeping unit in a house (including a garage apartment).
- 1.7 **"Front Street Line"** - for interior lots, the boundary line of a lot with the street. For corner lots, the boundary line of the lot with the street which has the shortest length. Where streets border the lot on opposite sides, the street the house faces.
- 1.8 **"Grandfathering"** - the right of lots, structures and uses nonconforming with these restrictions to continue in legal existence.
- 1.9 **"Home Occupation"** - a low profile commercial activity meeting the conditions of Section 2.4.
- 1.10 **"House"** - a single family residential structure.
- 1.11 **"Improved Driveway"** - a hard surfaced area connecting a street and a garage, or other improved parking area located behind the front setback line constructed in compliance with City of Houston Building Code. Improved driveways may include a circular drive, which is a driveway which connects two streets or provides a circular connection with one street.
- 1.12 **"Inoperative Vehicle"** - a vehicle which (i) lacks either a current registration or a current motor vehicle inspection certificate, (ii) is stored, wrecked or dismantled in any degree and, (iii) is located in view of a street for 30 days out of any 60 day period.
- 1.13 **"Interior Lot Line"** - the boundary line of a lot, which boundary line connects a front street line and a rear lot line, but does not abut a street.
- 1.14 **"Lot"** - any numbered lot on the Plats.
- 1.15 **"Lot Grade"** - the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the structure and a line 5 feet from the structure.
- 1.16 **"Non-Commercial Vehicle"** - passenger automobile, truck, van, camper or recreational vehicle of one ton capacity or less, recreational boat, motorcycle or lawn maintenance equipment.
- 1.17 **"Owner(s)"** - the record title owner(s) of fee simple interest in a lot.

- 1.18 **"Plats"** - the map or plat of Holley Terrace Sections 1, 2, 3 & 4 recorded in Volume 101 Page 18 of the Map Records of Harris County, Texas; the map or plat recorded in Volume 108, Page 11 of the Map Records of Harris County, Texas; the map or plat recorded in Volume 128, Page 42 of the Map Records of Harris County, Texas; the map or plat recorded in Volume 129, Page 46 of the Map Records of Harris County, Texas; and duly approved replat of any part of the foregoing Maps or Plat which complies with these Restrictions (if recorded on or before the date of recording of this Petition), if in compliance with the then applicable restrictive covenants.
- 1.19 **"Real Property Records"** - the Official Public Records of Real Property of Harris County, Texas (or successor records).
- 1.20 **"Rear Lot Line"** - the boundary line of a lot parallel to the front street line.
- 1.21 **"Restrictions"** - the Restrictive Covenants created herein.
- 1.22 **"Side Street Line"** - the boundary line of a lot which is adjacent to a street, but which is not the front street line
- 1.23 **"Street"** - the publicly dedicated rights-of-way on the Plats.
- 1.24 **"Structure"** - any improvement, building or house, including an accessory structure and fence.
- 1.25 **"Subdivision"** - all real property located within Holley Terrace Subdivision Sections 1, 2, 3, and 4 according to the Plats.
- 1.26 **"Vehicle"** - any automobile, truck, van, trailer, tractor, recreational vehicle (RV), camper, boat, motorcycle or other mode of motorized transportation.

## **ARTICLE II RESIDENTIAL CHARACTER RESTRICTIONS**

- 2.1 Single Family Residential. All lots shall be used exclusively for single family residential purposes. Both the use of a lot and the structures placed on a lot shall be single family residential. Multi-family residential, commercial, fraternity, sorority, club, rooming houses and industrial structures uses are prohibited, whether conducted on a for profit basis or not.
- 2.2 No Lot Division.
- 2.2.1 Except as provided below, no lot may be further subdivided or reduced in size. A lot may be eliminated if it is divided between adjacent lots. Multiple lots may be used as a single building site
- 2.2.2 Except as specifically provided, all structures shall setback 25 feet from the front street line, even if the lots are subdivided as allowed above
- 2.3 Renting. Entire lots may be rented. No room, section of a house or a garage apartment may be rented separately. Renting includes granting the right to any person not related by blood to the Owner to reside in a house in return for any monetary or non-monetary compensation including yard work, house work or child care. Full-time nannies are allowed.
- 2.4 Home Occupation. Low profile commercial activities are allowed under the following conditions:
- 2.4.1 No employees.
- 2.4.2 No signs.

- 2.4.3 No advertising of home address (must use alternate address).
- 2.4.4 All commercial activities are conducted inside a structure.
- 2.4.5 No storage of any substantial amount of inventory.
- 2.4.6 Existence of the commercial activity is not apparent from outside the structure.

The Home Occupation restrictions apply to all non-residential activities, whether or not for profit.

### **ARTICLE III. USE RESTRICTIONS**

- 3.1 Animals. No livestock, poultry, bees or other non-domesticated animals of any kind shall be raised, bred or kept on any lot; except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. Dogs must be confined behind a secure fence and may not be allowed to roam freely.
- 3.2 Noise. Unusually loud activities are prohibited at all times. After 10:00 p.m. and before 7:00 a.m. loud activities are prohibited so that the reasonable enjoyment of Owners is not disturbed. No noisy, offensive or hazardous activity is allowed. Exceeding the standards set by Chapter 30 the City of Houston Code of Ordinances, Noise and Sound Level Regulation, shall be deemed to be a violation of this provision.
- 3.3 Nuisance. Noxious, unsafe, illegal or offensive activity inconsistent with a residential neighborhood is prohibited.
- 3.4 Vehicle Storage. Vehicles must be parked on an improved driveway, or in a garage. No boat, trailer, camper, motor home or any vehicle other than a passenger car or pickup truck (not exceeding one ton capacity) shall be parked or stored (except for the purposes of loading and unloading) in front or at the side of any main residence building. Any inoperable vehicle shall be stored where it is not be visible from the street or other public areas. Commercial Vehicles may be temporarily parked on a street or an improved driveway for not more than 3 consecutive days.
- 3.5 Required Parking. All lots shall provide space for parking at least two vehicles on site.
- 3.6 Weeds, Trash and Rubbish. Owners shall keep the yard mowed and edged, all weeds cut and will not permit the accumulation of trash, rubbish, or other unsightly obstacles on any lot, adjacent drainage ditches or in the street abutting their lot. Trash cans, trash bags and/or other debris shall be stored in the back yard or in a garage, but in any case shall not be stored in front of the house or garage.
- 3.7 Vacant Lots. No vacant lot shall be used for the storage or parking of cars, trucks, boats, campers, trailers for towing or other vehicles. Vacant lots shall be maintained to the minimum maintenance standards described herein. No lot may be used for vehicular access to any property not contained within the Subdivisions, whether a vacant lot or containing an allowable structure.
- 3.8 Signs. No permanent signs shall be permitted to be displayed on any lot. Political signs during an election campaign, real estate signs and garage/yard/estate sale signs for the days of the sale are permitted.
- 3.9 Dead Tree Removal. Dead trees shall be removed in a reasonable time frame.
- 3.10 Lighting. Exterior lighting or illumination shall be shielded so that there is no unreasonable glare or illumination on any other lots.

- 3.11 Maintenance and Painting. Homeowners shall maintain their homes in a reasonable state of repair and will paint the exterior when necessary.

#### **ARTICLE IV. RESTRICTIONS ON IMPROVEMENTS**

##### **4.1 Development Standards Committee.**

4.1.1 No structure shall be erected, placed, or altered on any lot until reviewed for conformance with these Restrictions and approved in writing by the Development Standards Committee ("DSC"). The DSC shall have five members.

4.1.2 Each year the Board shall appoint one Owner who resides in each of the four Subdivisions (and who are not Officers of the Board to a non-compensated one year term on the DSC. The DSC has the power to review and approve the following items related to new construction or modeling projects within the Subdivisions:

- i. Building setbacks,
- ii. Building heights,
- iii. Fence/wall standards
- iv. Subdivision of lots.

4.2 Temporary Buildings. Mobile homes, manufactured houses, and temporary buildings are prohibited. Movable storage structures are allowed behind the house in the rear yard of a lot, provided they do not exceed 10 feet in height, do not exceed 100 square feet in floor space, are located at least five feet from lot lines and are not used for living space.

4.3 Utility Easements. Easements are reserved as shown on the Plat for utility installation and maintenance. In Holley Terrace, additional easements along interior lines extending 1.5 feet each side of property line are reserved for drainage installation maintenance.

4.4 Construction. New construction and remodeling shall conform to the following standards:

4.4.1 No prefabricated home, mobile home, house trailer or any similar structures are allowed to be placed on any lot.

4.4.2 No structure of a temporary character shall be used as a residence.

4.4.3 All construction shall be of suitable weatherproof material. Wood, other than redwood or cedar, shall receive at least two coats of paint or other suitable preservative.

4.4.4 No residence shall have less than 51% brick on its exterior wall area, except that detached garages shall not be required to have brick exterior provided that construction conforms to the other requirements herein. No asbestos siding shall be used on any part of any building and all roofs shall be composition shingle of timberline quality or better. Driveways shall be constructed of concrete.

4.5 Drainage. Natural drainage of streets, lots or roadway ditches must be maintained to facilitate the unrestricted flow of water.

#### **ARTICLE V. DIMENSIONS AND SETBACKS**

5.1 Number of Structures. More than one house, one garage and two accessory structures on a lot are prohibited.

5.2 Height.

- 5.2.1 A house exceeding 35 feet in height is prohibited.
- 5.2.2 A detached garage, exceeding 30 feet in height is prohibited.
- 5.2.3 An accessory structure exceeding 15 feet in height is prohibited.
- 5.2.4 Height shall be determined from the lot grade.
- 5.3 Stories.
  - 5.3.1 A house exceeding two full stories and a third half-story contained within the structure's roof line with floor area not exceeding 60% of the second story is prohibited.
  - 5.3.2 An accessory structure exceeding one story is prohibited.
- 5.4 Setbacks. No structure may exist within the greater of the set backs shown on the Plat or the following setbacks:
  - 5.4.1 Setbacks reflected in the Plats.
  - 5.4.2 30 feet from the front street line.
  - 5.4.3 10 feet from the side street line or interior lot line
  - 5.4.4 5 feet from rear lot line.
  - 5.4.5 Fences are prohibited closer to a street than the building setback lines.
  - 5.4.6 Accessory structures shall not extend beyond the front or side lines which are the extension of the outer building facade (not including porch, eaves, bay window or chimney) of the house on the lot.
- 5.5 Permitted Protrusions in the Setbacks. The following are permitted protrusions into setback areas:
  - 5.5.1 Roof overhangs, bay windows, architectural features, and air conditioning compressors, each not exceeding two feet, into side setbacks only.
  - 5.5.2 Basketball goals
  - 5.5.3 Uncovered decks, porches or patios not exceeding 18 inches in height, in side and rear setbacks without limit to square feet but in front setbacks limited to 50 square feet in area immediately adjacent to the main entrance to the house
  - 5.5.4 Window air conditioners, in side or rear setbacks only.
  - 5.5.5 Chimneys, not exceeding two feet in depth and eight feet in width.
  - 5.5.6 Fences, in side or rear setbacks only.
  - 5.5.7 Portable play yard equipment.
- 5.6 Garage Exception. A detached garage may be located not closer than five feet from an interior lot line, provided it is located at least 75 feet from the front lot line.
- 5.7 Garages.

- 5.7.1 A two-car, fully enclosed garage with improved driveway is required for new construction.
- 5.7.2 No carports, porte-cocheres or similar structures are allowed.
- 5.7.3 No garage may be rented separate from the house it serves.
- 5.8 Non-typical Lots. Portions of two or more lots with common ownership used as a common building site as of the Effective Date and portions of a lot with separate ownership used as separate building site as of the Effective Date shall be considered as one lot for the purposes of these Restrictions. The setbacks required by Section 5.4 shall apply to the exterior boundaries of such building site without regard to platted lot lines.
- 5.9 Minimum Ground Floor Area. All new construction, irrespective of number of floors, shall have a minimum ground floor area of not less than 1,250 square feet exclusive of garage and porches.
- 5.10 Minimum Lot Size - (Holley Terrace). Lots in Holley Terrace shall have an area of not less than 7,500 square feet and a width of less than 65 feet at the front building setback line.

#### **ARTICLE VI. MANAGEMENT AND OPERATION OF THE SUBDIVISION**

- 6.1 Association. The Association has been created to administer the affairs of the Subdivision. The Association has the power to administer and enforce the Restrictions, assess collect and spend all voluntary assessments, acquire, adopt additional bylaws and regulations to implement the Restrictions, adopt reasonable standards and interpretations of the Restrictions, and, in general, to act on behalf of the Owners as a community association.
- 6.2 Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall have nine directors. The Board shall receive no compensation but may be reimbursed for reasonable expenses.
- 6.3 Enforcement. The Association or any person or persons owning lots in the Holley Terrace subdivision may enforce the Covenants or Restrictions by any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions and either to prevent him or them from so doing or to recover damages or their dues for such violations. The failure to enforce any particular restrictive covenant on a particular violation shall not be deemed a waiver of that restrictive covenant.
- 6.4 Liability of the Board. To the maximum extent allowed by law, the Association shall indemnify the Board from liability relating to actions taken by the Board in good faith in their official capacity for the Association. The Owners intend that no director have personal liability for any action taken in good faith in their capacity as a member of the Board, except for gross negligence or willful misconduct. The Association shall, if reasonably available, purchase director's and offices liability insurance for the benefit of the Board.

#### **ARTICLE VII. TERM, RENEWAL AND MODIFICATION**

- 7.1 Term. The Restrictions are binding for 10 years from the Effective Date.
- 7.2 Termination. The Restrictions may be terminated by a document executed and acknowledged by the Owners of at least 60% of the lots recorded in the Real Property Records. The termination shall be effective upon recordation.
- 7.3 Extension. The Restrictions shall automatically renew for successive terms of 10 years each, unless the Owners of at least 60% of the lots execute and acknowledge a document filed in the Real Property Records to preclude the extension.

- 7.4 Amendment. The Restrictions may be amended by a document executed and acknowledged by at least 60% of the Owners of the lots recorded in the Real Property Records of Harris County, Texas. The amendment shall be effective upon recordation.
- 7.5 Alternative Authorization. The authorization for termination, extension or amendment of the Restrictions may be evidenced by a document approved by the requisite number of Owners by a separate ballot referencing the approved document or alternative method provided in Texas Property Code so long as an statement by the President of the Association is acknowledged and recorded with the document certifying to the approval. Signature pages\ballots signed by the Owners approving the document need not, by may be, recorded.
- 7.6 Grandfathering/Nonconforming Uses. Any lot, structure or use of lot in violation of the Restrictions as of the Effective Date of the Restrictions is considered nonconforming. Nonconforming lots, structures and uses shall not include any lot, structure or use which violated the current restrictions or any applicable laws, ordinances or regulations on the Effective Date. Nonconformities are grandfathered and may continue in legal existence. Nonconformities may be maintained, repaired or cosmetically remodeled, but may not be structurally enhanced, expanded or reconstructed after a casualty loss where over 50% of the value of the nonconforming structure is destroyed. A nonconformity loses its legal status at such time as the lot, structure or use comes into compliance with the Restrictions or is abandoned, and thereafter, the nonconformity may not resume. Any nonconformity is deemed abandoned after 90 days of continuous nonuse. In the event of dispute regarding a nonconformity, the Board shall investigate the facts surrounding the nonconformity, receive input from the Owners and render its decision, which decision shall be final.

## **ARTICLE VII. GENERAL PROVISIONS**

- 8.1 Attorneys Fees. The Association or Owners shall recover attorneys' fees and court costs incurred in enforcing the Restrictions.
- 8.2 Binding Effect. The Restrictions are binding upon and are to the benefit of the Owners and their heirs, executors, representatives, successors and assigns.
- 8.3 Choice of Law. The Restrictions are subject to and governed by the laws of the State of Texas and venue hereunder shall be in Harris County, Texas.
- 8.4 Construction. The Restrictions shall be liberally construed to achieve the intent of the Owners. Any rule of construction to strictly construe restrictive covenants shall not apply.
- 8.5 Effective Date. The Restrictions are effective upon recording in The Real Property Records.
- 8.6 Mortgagees. No violation of the Restrictions shall invalidate the lien of any mortgagee made in good faith and for value.
- 8.7 Multiple Signature Pages. The Petition to Modify and Add Restrictive Covenants contains multiple signature pages and will be executed in multiple originals without all signatures on any one original. Separate signature pages may be attached to the copy of the Restrictions recorded in order to eliminate unnecessary costs of filing multiple copies of the Restrictions.
- 8.8 Non-Waiver. No waiver, express or implied, of any violation of the Restrictions shall preclude the subsequent enforcement of the Restrictions as to that or similar violations. No member of the Board or any Owner has the authority to waive, modify or terminate any provision of the Restrictions.
- 8.9 Notices. Any notice to an Owner may be provided by certified mail, return receipt requested,

addressed to Owner at the lot and shall be effected when deposited in the United States mail, postage prepaid, or when hand-delivered by courier service or otherwise) to the lot if an occupied house exists on the lot (even if no one is home when delivery is made).

- 8.10 Severability. The invalidity, abandonment or waiver of any one of the Restrictions shall not affect or impair any other of the Restrictions and any invalid, abandoned or waived Restriction shall be judicially reformed to be valid, enforceable and effectuate the intentions of the Owners.
- 8.11 Texas Property Code Chapter 204. The Owners intend to comply with the provisions of Texas Property Code Chapter 204 in order to amend the Current Restrictions and adopt the Restrictions. The Restrictions are binding upon all lots and Owners.
- 8.12 Time. Time is of the essence in the compliance with obligations in the Restrictions. A deadline falling on a Saturday, Sunday or holiday recognized by the State of Texas is extended to the next following weekday which is not a holiday.
- 8.13 Scope of Prohibitions. Whenever a use, item, activity or structure is prohibited in the Restrictions, the prohibition extends to all property in the subdivision, unless specifically limited. The use, item, activity or structure prohibited shall include all variations, evolutions, substitutions, replacements, successors or analogous uses, items, activities or structures, so to give effect to the intend of the prohibition. The Board may interpret the scope of prohibitions and the meaning of terms used in the Restrictions, as part of its discretionary authority. Those interpretations may be recorded in the Real Property Records and be binding on the Owners and the Subdivision.
- 8.14 Restatement. These Restrictions shall modify, add to and extend the existing restrictions on the subdivision and shall restate and replace the current restrictions.

These Restrictive Covenants have been approved by a written vote of the Owners in Holley Terrace Subdivision Sections 1, 2, 3, & 4, a compilation of said vote for each Section of the Subdivision being attached hereto as Exhibit "A" Pages 1-9 and the Board of Directors of the Association at a duly called and held meeting of the Board of Directors of the Association pursuant to the Articles of Incorporation and By-Laws of the Association and the requirements of the existing restrictions in order to modify, add to and extend the current restrictions.