

VG-120-2021-3211017

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

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*****THIS PAGE IS PART OF THE DOCUMENT*****

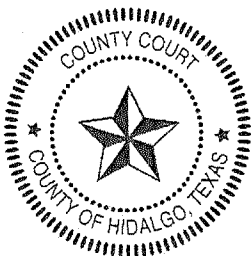
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Record and Return To:

GARMAN INVESTMENTS
1804 N 23RD ST
ORIGINAL RETURNED TO CUSTOMER
MCALLEN TX 78501



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

**DECLARATION OF RESTRICTIVE COVENANTS OF THE
SILVER HEIGHTS RESIDENTIAL AND COMMERCIAL
SUBDIVISION**

Basic Information

Date: April 8th 2021

Declarant: Garman Investments, LP, a Texas limited partnership

Declarant's Address:

Garman Investments, LP
1804 West N. 23rd Street
McAllen, Texas 78501

Property: A 10 acre Tract of Land out of Lot 11, Block 1, John Closner Subdivision out of Porciones 71 and 72, Hidalgo County, Texas Volume 0, Page 4, Hidalgo County Map Records

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Garman Investments, LP, a Texas limited partnership, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Architectural Review Committee" a/k/a (ARC) means a committee responsible for maintaining the anesthetic and structural integrity of the subdivision. The committee is compromised of the partners of the limited partnership known as Garman Investments, L.P. Notice to the Architectural Committee (ARC) can be made to Robert Garza at garmaninvestments@gmail.com

1. Irene Uribe
2. Roberto Garza
3. Carlos Garza

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Instrument No.2021-3210481 of the real property records of Hidalgo County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not

own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;
- e. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed 1 confined to a fenced yard or within the Residence;
- h. any commercial or professional activity except reasonable home office use;
- i. the drying of clothes in a manner that is visible from any street;
- j. the display of any sign except –

- i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
- ii. political signage not prohibited by law;
- l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern or the natural flow of surface water;
- o. hunting and shooting; and
- p. occupying a Structure that does not comply with the construction standards of a Residence.

D. Construction and Maintenance Standards

1. *Lots*

Consolidation of Lots. An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision.
- b. *Maximum Height.* **The maximum height of a Residence is 2 stories and for single story residences the height of the residence must be a minimum plate height of 9 feet high.**
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, **must be at least 1250 square feet.**
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- e. *Garages.* Each Residence must have at least a **one (1)-car garage** accessed by a driveway. The garage must be attached to the residence or construction structure.

f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 30 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 60 days and the Lot restored to a clean and attractive condition.

g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences.

h. *Antennas.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back setback line of any Lot.

i. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

j. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.

k. *Landscaping.* Landscaping must be installed within 30 days after occupancy.

3. *Building Materials for Residences and Structures*

a. *Roofs.* Only composition roofs or **better quality material may be used on Residences and Structures. Residences shingles must have a 30 year lifetime warranty and will be limited to 3 colors, weathered wood, drift wood or black onyx.**

b. *Air Conditioning.* Window- or wall-type air conditioners **may not** be used in a Residence.

c. *Exterior Walls.* All Residences must have at least **100 percent** of their exterior walls; including exposed foundation, of stone or brick, minus windows and doors. **The color of the stone or masonry stucco exterior must be approved by the Architectural Committee review (ARC) prior to construction.**

d. *Gas Lines* All residences in the subdivision must have a least one appliance in the residence that uses natural gas for the operation of the appliance with the Texas Gas Service Company.

e. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete.

- e. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

E. Commercial Covenants for Lots 1 and 47 of Silver Heights Subdivision.

1. Owner/Lessee of **Commercial Lot 1** of the commercial lots designated in the Silver Heights Subdivision must maintain the detention pond located directly behind Lot 1;

1. Must keep area free from trash;
2. Must mow and keep area clean;
3. No dumping of rubbish;
4. No keeping of unsightly objects;
5. No political signage allowed.

F. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.
3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67 percent of the Owners.
5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
7. *Annexation of Additional Property.* On written approval of Declarant and not less than 75 percent of the Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

8. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

Garman Investments, LP, a Texas
Limited Partnership

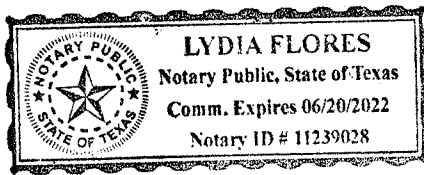


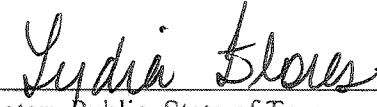
Roberto Garza, General Partner
of Garman Investments, LP

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on April 8, 2021, by Roberto Garza, General Partner, on behalf of Garman Investments, LP, a Texas limited partnership.





Notary Public, State of Texas
My commission expires: 06/20/2022

After recording, please return to:

Horacio Peña, Jr.
Attorney at Law
1926 E. Griffin Parkway, Suite 200
Mission, Texas 78572