



# SILVERPOINTE COVENANTS

## UNIT 1

### *A Rural Housing Development by SV Developers, LLC*

**PLAT NO: 2019PR002426**

**THIS DECLARATION** is made this 19th day of March, 2019 by SV DEVELOPERS, LLC., herein referred to as "Developer / Owner."

**Whereas**, SV DEVELOPERS, LLC. is the Developer / Owner of the property SilverPointe, a rural subdivision in Potter County, Texas.

**AND WHEREAS**, the Developer / Owner will convey the said property, subject to certain protective covenants, conditions, restrictions, reservations and charges as hereinafter set out.

**NOW, THEREFORE**, the Developer / Owner hereby declares that all the property described above shall be held, sold and conveyed subject to the following easement, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate. These easements, covenants, restrictions and conditions, shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall be for the benefit of each owner thereof.

#### **1. DEFINITIONS**

a. "Review Committee" shall mean and refer to a committee composed of the above Developer / Owner, or its nominees, until such time as the Owner has conveyed 100% of the lots described above.

b. "Subdivision/Unit 1" shall mean and refer to the 82 lots of SilverPointe, Unit 1.

c. "Lot" shall mean and refer to the various lots, tracts or parcels of ground designated on the plat of SilverPointe, Potter County, Texas.

d. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or tract which is a part of the above described property, but excluding those having such interest merely as security for the performance of an obligation such as lenders and holders of mortgages.

## **2. MAINTENANCE**

The Lot Owner shall maintain each Lot, including easements and road rights-of-way adjacent to said Lot and all improvements located on said Lot, in a reasonable manner.

## **3. REVIEW COMMITTEE – FUNCTION**

It is the purpose and function of the Review Committee to ensure the best use and most appropriate development and improvement of the land located within the Subdivision; to protect the Lot Owners against such improper use in surrounding Lots potentially resulting in depreciation in the value of their property; to preserve, so far as practicable, the natural beauty of and provide for proper landscaping of the Subdivision; to guard against the erection thereon of poorly designed and proportioned structures and structures built of improper or unsuitable materials; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on the Lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide for a high quality and aesthetically pleasing type of improvements to the Subdivision thereby enhancing the value of investments made by Lot Owners within the Subdivision. The Review Committee is specifically charged with plan review and approval as outlined in Section 4 below and interpretation and enforcement of the specific Development, Use and Building Standards established pursuant to Section 5.

## **4. REVIEW COMMITTEE - PLAN APPROVAL**

In order to ensure the architectural integrity and quality of the Subdivision, the Review Committee is hereby empowered to review and approve all plans, to establish standards for the development of the Subdivision, and to ensure the proper appearance of the Subdivision. In accordance with that directive, the Review Committee shall endeavor to ensure architectural integrity and conformity with the existing structures and residences within the Subdivision and to ensure a properly landscaped and maintained development. All determinations of the Review Committee shall be within the sole discretion of the committee, and shall be inclusive.

All plans for the construction of any building, fence, wall, or structure to be erected upon any Lot and the proposed location thereof upon any Lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, driveway, or other structures upon any Lot shall require the approval in writing of the Review Committee. Before beginning the construction of any building, fence, or other structure whatsoever, or remodeling, reconstruction, or altering such structure upon any Lot, the person or persons desiring to erect, construct, or modify the same shall submit to the Review committee one set of site and drainage plans, building plans and specifications, (including exterior color scheme) and plans for the building, fence or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure of any kind which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon any Lot. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Review Committee. The Review Committee shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications, nor shall the Review Committee have any responsibility for defects that might occur in any landscape, drainage, or site plan presented to and approved by the Review Committee. In the event the Review Committee fails to approve or disapprove such design and location within Thirty (30) days after said

plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

In the event any owner shall attempt to construct or alter any improvements, except in compliance herewith, the Review Committee, the Developer / Owner, or any owner shall have the authority to seek injunctive or other appropriate relief to enforce compliance with these Declarations. It is understood and agreed by the Lot Owners that violation of these covenants could cause irreparable harm and significant injury, financial or otherwise, to other Lot Owners and/or the Developer/Owner, the degree of which could be difficult to ascertain, and each Lot Owner therefore expressly agrees that any injunctive or equitable relief may therefore be obtained without the posting of a bond or similar undertaking and without the necessity of proving imminent or irreparable harm.

## **5. DEVELOPMENT: LAND USE AND BUILDING STANDARDS**

In order to ensure the best and most appropriate development, use and improvement of the Subdivision, the following specific standards are hereby established:

### **a. Noxious Activity/Trash**

No noxious or offensive activity shall be carried on within any Lot, nor shall any trash or other refuse be thrown, placed or dumped upon any Lot, nor shall anything be done which may be or become an annoyance or nuisance within or to the Subdivision, including but in no way limited to storage or accumulation of equipment, inoperative vehicles, junk, appliances, furniture, and dead grass, brush or tree limbs.

### **b. Residential Use**

The Lots and any development thereon shall be exclusively for residential purposes. No building or structure intended for or adapted to business purposes shall be erected, placed, permitted, or maintained on such premises, or on any part thereof.

### **c. Setback Lines/Driveways**

No building, structure, outbuilding or appurtenance of any nature shall be located within the building setback line.

REGULAR LOTS: The setback line is 50 feet from the street (house facing) and 15ft from the property line of the surrounding Lot/s.

CORNER LOTS : The setback line is 50 Feet from the street(house facing), 15 feet from the property line of the surrounding Lot/s and 45 Feet from the other street/s of the Lot.

No house shall face Dowell Street. No Driveway Access is permitted from Dowell Street.

One driveway is permitted per street frontage. The driveway shall be paved in concrete.

### **d. Utility Lines, Radio and Television Antennas**

All electric, telephone, water and other utility lines shall be placed under ground and no outside electrical lines shall be placed overhead. No exposed or exterior radio of television transmission or receiving antennas shall be erected, placed or maintained on any part of the premises. Satellite dishes 36" and smaller are permitted, so long as they are positioned behind the front corners of the home.

**e. Signs**

No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Lot or improvement thereon except signs advertising such property for sale, which signs shall not exceed six (6) square feet in area, further except the initial marketing signage that may be placed by the original Owner for the initial sale of the Lots.

**f. Occupancy**

No structure erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed; nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within one year from the start thereof. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any Lot.

**g. Outbuildings**

Each Lot Owner may construct one outbuilding and storage shed as described below. Structures location must be behind residence and have review committee approval. Each Lot Owner may construct one (1) storage shed, which shall not exceed 3000 square feet, determined by outside dimensions.

**h. Recreational Vehicles**

All recreational vehicles, campers, trailers, or boats must be parked behind the back corners of the home on a solid surface. No recreational vehicles, campers, trailers, or boats may be parked or stored in front of the home or on the sides of the home.

**i. Commercial Vehicles**

No heavy, commercial vehicles, construction vehicles, or like equipment of any kind shall be permitted, parked or stored on a Lot, except during construction, unless enclosed. No vehicles of any size which transport flammable, explosive, combustible or hazardous cargo are permitted on the Lots at any time.

**j. Garage Requirement**

All residences are required to have a minimum of two car (2) attached garage.

**k. Mobile/Manufactured Homes**

No single or double-wide mobile home, mobile trailer, prefabricated home or modular home or used structure shall be constructed on, or moved upon any Lot.

**l. Roofs**

Any structure built upon a Lot shall be roofed with an architectural designed roof or a material comparable to, or better than, a "Tamco Heritage style" 25-year warranty roof. The main roof on the main structure shall be constructed at not less than a 7/12 pitch. The review committee must approve all roofing material, color and design.

**m. Minimum Space Requirements**

The living space in any dwelling shall not be less than: 1800 square feet.

The square footage requirements herein do not include garages, basements, covered walks, porches and decks. Review Committee may make exceptions due to architectural or design uniqueness.

**n. Fences**

Proposed fence locations and materials shall be submitted to the Review Committee for approval prior to installation. Chain link fences are not permissible. No fence shall exceed six (6) feet in height. No fencing shall be installed in front of the back wall of the home. Chain link dog kennels/runs are allowed but must be approved by the Review Committee.

**o. Seeding / Sodding of Yards**

All yards shall be completely seeded or sodded by the builder before final occupancy. Review Committee may grant an extension if one is warranted due to weather.

**p. Division of Lots**

No Lot shall be subdivided, nor shall more than one residential dwelling be allowed on each Lot.

**q. Earth Contact Homes**

No earth contact or belowground structures shall be constructed on any Lot. This provision is not intended to exclude a normal basement, a basement level garage or a walkout basement.

**r. Animals**

Up to but no more than two OUTSIDE domestic pets to provide companionship for the private family, including dogs and cats, are allowed on the Lots. Any Lot owner keeping animals shall maintain the premises and control any such pets so as not to become a nuisance within the Subdivision. No

animals of any kind may be raised, bred or kept for commercial purposes or for food.

**s. Outside Storage**

No non-licensed or non-operating motor vehicles, equipment of any type of material in general.

**t. Window Air-conditioning Units**

No window air-conditioning units shall be allowed in any structure.

**u. Front Elevations**

All residential structures and outbuilding structures must have at least 70% of the entire structure (80% of the front face) with Brick, Stone or Stucco. Said elevation to be approved by Review Committee.

**v. Landscaping**

All building sites shall be landscaped with shrubbery, trees and flowering plants which would include three (3) trees with a 2" minimum caliper to be planted in the front yard of each home. All landscapers and landscaping must be approved by the Developer / Owner.

**w. Mailbox and Yard Light**

The Developer / Owner shall supply Mailboxes in designated locations.

**x. Livestock**

No livestock or poultry of any kind may be raised, bred, or kept on any Lot. By way of inclusion but in no way limiting the scope of the immediately preceding restrictions, no cows, camels, pigs, hogs, chickens, turkeys, ostriches, geese, ducks, emus, alpacas, llamas, skunks, raccoons, opossum, goats, sheep, bees, or any fowl or cloven-hooved animals are permitted on any Lot.

Lots that exceed 2.80 Acres in size may have up to but no more than 2 Horses. Such Lots will be marked on the Plat. On Unit 1, these Lots are Lots 1, 2 & 3 on BLOCK 7.

**y. Propane Tank Enclosure**

Propane tanks must be enclosed on two sides with concrete walls and a stucco, brick or stone finish to match residence, a six (6) foot high privacy fence with approved landscaping (in addition to required landscaping), or underground tank.

**6. ENFORCEMENT**

**a. Enforcement**

The Review Committee, Developer/ Owner or any Lot Owner shall have the right to enforce, by any

proceeding at law or in equity (including injunctive relief), all restrictions, conditions, covenants, reservations, liens and easements, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Any party enforcing these restrictions, if successful, shall be entitled to recover the expenses of enforcement, including, but not limited to, reasonable attorney's fees, filing fees and costs, and the costs of obtaining expert witnesses, from the party defaulting on these Restriction. Said expenses shall become a lien upon the property of the offending Lot Owner and may be enforced as provided below.

#### **b. Creation of the Lien and Personal Obligation of Assessments**

Each Lot Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay any expenses assessed against said Lot in any enforcement proceeding, said amount to bear interest at a rate established by the court in any such proceeding, Said amount shall become a charge on the land and shall be a continuing lien upon the property against which such enforcement is made. Such assessment shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title.

### **GENERAL PROVISIONS**

#### **a. Severability**

In the event that any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal or valid meaning or be construed as deleted as such authority determines, and the invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

#### **b. Subordination of the Lien to Mortgages**

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. However, such subordination shall apply only to the assessments of liens, which have become due prior to the sale of such property pursuant to a foreclosure of such mortgage. No such sale shall relieve any Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### **c. Interpretation**

Should any court be called upon to construe the provisions of this Declaration, it is intended that these provisions be liberally interpreted, considering the goals and purposes as set forth herein.

#### **d. Amendment**

The covenants and restrictions of this declaration shall run with and bind the land within the Subdivision, and shall inure to the benefit of and be enforceable by the Owner of any Lot, the Review Committee and/or the Developer/Owner, their respective legal representative, heirs, successors and assigns, for the term of 20 years from the date of the original declaration as recorded, after which time said covenants shall be automatically extended for successive periods of 10 years. The covenants and restrictions of this declaration may be amended during the first Twenty year period by an instrument signed solely by the Developer/Owner, and thereafter by an instrument signed by not less than 51% of the Lot Owners. Said percentage is to be determined by counting the number of Lots whose owners sign said instrument, such that ownership of multiple lots shall result in a higher percentage. However, each Lot shall only count as one, regardless of the number of individuals or entities that share its ownership. Any amendment shall be properly recorded.

*S. Nagarjun*

Name: Nagarjun Samala  
Managing Partner/s of SV DEVELOPERS, LLC

Date: 3/19/2019

*Murali*

Name: Murali Veeramachaneni  
Managing Partner/s of SV DEVELOPERS, LLC

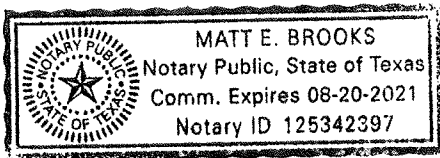
Date: 3/19/19

THE STATE OF TEXAS

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COUNTY OF Potter

This instrument was acknowledged before me on this 19th day of March, 2019, by Nagarjun Samala, as managing partner of SV Developers, LLC, on its behalf.



*M.E.B.*

Notary Public, State of Texas



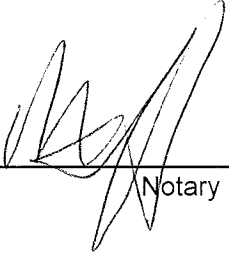
THE STATE OF TEXAS

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COUNTY OF Potter

This instrument was acknowledged before me on this 19<sup>th</sup> day of March, 2019, by Murali Veeramachandran, as managing partner of SV Developers, LLC, on its behalf.



  
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Notary Public, State of Texas

# FILED and RECORDED

Instrument Number: 2019OPR0003611

Filing and Recording Date: 03/22/2019 09:51:18 AM Pages: 10 Recording Fee: \$48.00

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



A handwritten signature in cursive script that reads "Julie Smith".

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Julie Smith, County Clerk  
Potter County, Texas

***DO NOT DESTROY - This document is part of the Official Public Record.***

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*Ret*

LAW OFFICES BROOKS & BROOKS  
1200 SW 15TH AVE  
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Re: 20190PR0003611