# Declaration of Covenants, Conditions and Restrictions

Effective Date: November

Declarant: Jim and Mary Alcon

Company Declarant's Address:

Jim and Mary Alcon

1851 CR 2741

Lometa, TX 76853

Property: BEING approximately 3.5 acres of the Deed Records of Lampasas County, Texas;

**Definitions**

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

"Declarant" means Jim and Mary Alcorn, and any successor that acquires all unimproved property owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Owner" means every record Owner of a fee interest in the Property.

"Residence" means a detached building designed for and used as a dwelling by a Single Family.

"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 (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"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 Property. All Owners and other occupants of the Property by their acceptance of their deeds, leases, or occupancy of any portion of the Property agree that the Property is subject to the Covenants, and agrees to comply with these covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property 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 any portion of the Property.

**B. Covenants and Restrictions**

1. Except as hereinafter provided, no part of the Property shall be used for any purpose other than residential and the property shall not be divided.

2. All residences constructed on the property must be constructed with new materials and there is to be no more than two residences.

3. All residences constructed on the property shall contain at least 1,000 square feet, exclusive of open porches, breezeways, carports and garages. All construction shall be completed with reasonable diligence and exterior construction must be completed within eighteen (18) months after construction is started. No residence shall be occupied unless all exterior construction on the residence is complete.

4. No dirt, sand, rock, gravel, caliche or similar materials may be removed from the Property.

5. No noxious or offensive activity shall be carried on upon the Property. Nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

6. The Property shall not be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. Trash and waste shall not be burned on the Property but shall be removed by the owner using a commercial trash pick-up service or by the owner himself removing the trash or waste from the Property.

7. All residences and other improvements on the Property shall be kept in a good state of repair and condition.

8. All domestic animals shall be contained within the boundaries of the Property or in the control of a responsible individual.

9. No outside, open, or pit type toilet shall be allowed on the Property and all plumbing shall be connected to an approved septic or sewer system. All septic and sewage disposal systems must comply with the requirements, rules and regulations of the appropriate governing agencies.

10. No structure of a temporary character, any tent, shack, garage, barn, unfinished residence, barn or other outbuilding shall, at any time, be used as a residence or dwelling, either temporarily or permanently. A travel trailer or motor home may be used as temporary living quarters during construction of a new home, for a maximum period of nine (9) months.

11. No junk yards, repair yards or wrecking yards shall be located on the Property. Any vehicle in a state of disrepair or which is unlicensed or unregistered that is placed on the Property for more than two (2) weeks shall constitute a "junk yard" except when stored in a garage or building. All vehicles on the Property must have current licenses and registration and be in regular use.

12. No commercial signs of any kind shall be displayed in public view on the Property except for signs advertising that the Property is available for sale or rent. In the latter event, only one sign not more than 10 square feet may be placed on any single parcel of the Property for advertising purposes.

13. The property and improvements thereon shall not be used for any purpose that is in violation of any environmental law.

14. There are no restrictions against hunting or the lawful discharge of firearms other than laws and regulations as dictated by Lampasas County.

1. **C. Exceptions**

1. None

1. **D. General Provisions**
2. 1. *No Waiver.* Any owner of any portions of the Property or any owner of any portion of the *Parent Tract* shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants and conditions imposed herein. Failure to enforce any covenant or restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. Failure by an Owner to enforce this Declaration is not a waiver.

2. *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.

3. *Amendment.* This Declaration may be amended at any time by the owners.

4. *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.

5. *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.

6. *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. If a legal proceeding is commenced due to a controversy, claim or dispute arising in relation to the above Restrictions, Covenants and Conditions, their breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

Jim and Mary Alcorn

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JIM ALCORN

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MARY ALCORN

|  |  |
| --- | --- |
| STATE OF TEXAS | ) |
|  |  |
| COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_ | ) |

This instrument was acknowledged before me on the\_\_\_\_\_\_\_\_ day of 2020, by JIM ALCORN AND MARY ALCORN.

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Notary Public, State of Texas