

Midland County
Alison Haley
County Clerk
Midland, Texas 79702



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Instrument Number: 2015-23881

As

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Comment: DEC C R AND W INVESTING

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

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Total Recording:	62.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

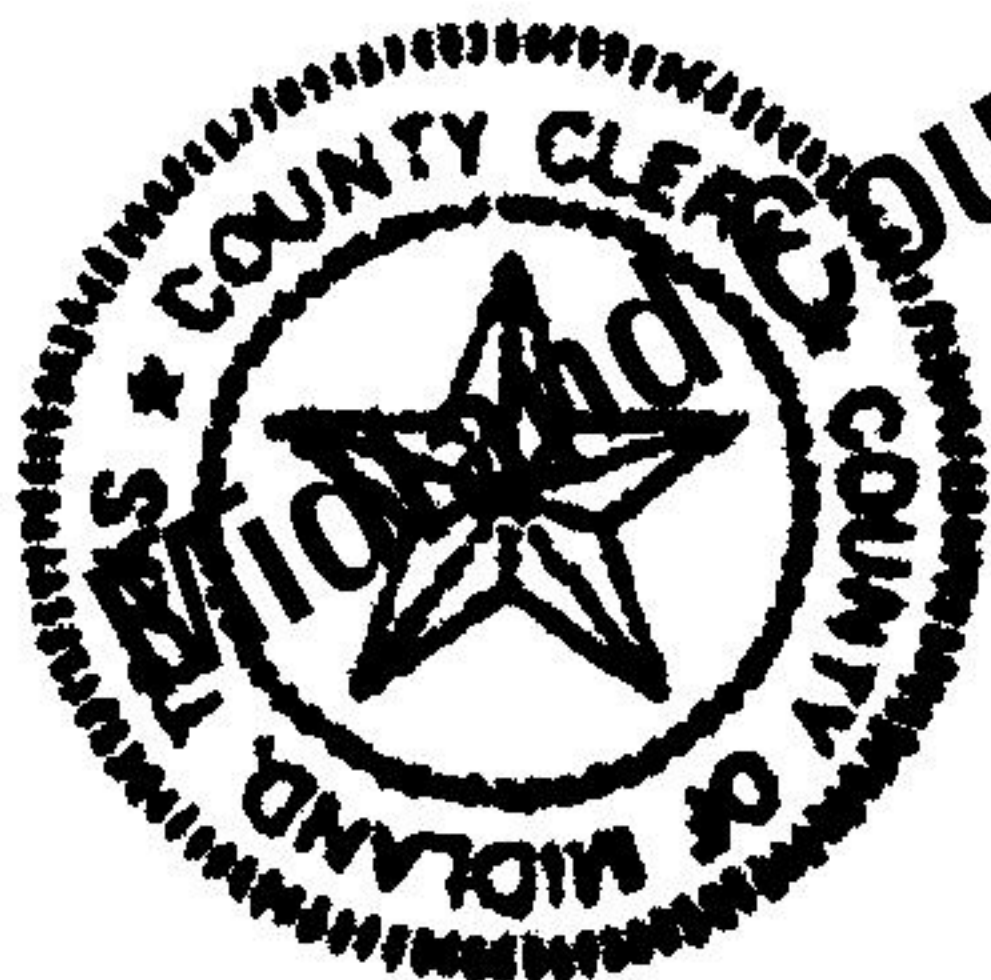
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

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Record and Return To:

DANNY CARROLL
2000 E 42ND ST
ODESSA TX 79762



State of Texas
County of Midland

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was RECORDED in the volume and page of the named RECORDS of Midland County, Texas as stamped hereon.

Alison Haley
County Clerk
Midland County, Texas

Declaration of Covenants, Conditions, and Restrictions for BATES ESTATES

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on the __ day of February, 2015, by C R & W INVESTING, LLC, (referred to as "Declarant"), whose mailing address is 2000 E. 42nd Street, Suite C310, Odessa, Texas 79762.

Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in Midland County, Texas, described as follows: **BATES ESTATES, being a Replat of Lot 106, Bates Airport, a Subdivision of Midland County, Texas, according to the map or plat thereof of record in Cabinet __, Page __, Plat Records in the Office of the Midland County Clerk, Midland County, Texas.**

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1 Definitions

Declarant

1.01. "Declarant" means C R & W INVESTING, LLC, and its successors and assigns .

Lot

1.02. "Lot" means any of the numbered plots of land shown on the plat and subdivision map recorded in Cabinet ____ at Page ____ of the Plat Records of Midland County, Texas (the "Map"), whether improved or unimproved, and which is intended for development, use and occupancy as a single family dwelling. The term shall not include Common Areas or tracts designated as Drill Sites.

Owner

1.03. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property. "Owner" includes contract sellers but excludes persons having only a security interest.

Common Area

1.04. "Common Area" means all roads and streets depicted on the Map which are dedicated for use by all Lot Owners, their guests and invitees.

Association

1.05 "Association" means BATESFIELD ESTATES PROPERTY OWNERS' ASSOCIATION OF TEXAS, INC., an association consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

Board

1.06 "Board" means the Board of Directors of the Association.

Lender

1.07 "By-Laws" means the By-laws of Batesfield Estates Property Owners' Association which are attached hereto as Exhibit "A".

ARTICLE 2
Architectural Control

Architectural Control Committee

2.01. Declarant shall designate and appoint an Architectural Control Committee (ACC) consisting of not less than three (3) persons, which shall serve at the pleasure of the Declarant. After the Declarant no longer owns any Lots, the Architectural Control Committee shall continue to serve. Upon the death, resignation or incompetency of any member of the Architectural Control Committee, the Association shall appoint a person or persons to serve on the Committee. In the further event the Association is not in existence, then the remaining member(s) shall appoint a person or persons to serve on the Committee. In the event there are no remaining members of the Architectural Control Committee, then a majority of the Lot Owners in the subdivision may appoint new members to serve on the Architectural Control Committee.

Approval of Plans and Specifications

2.02. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any residence, building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- (c) The installation of any manufactured housing on a Lot.

Application for Approval

2.03. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

Standard for Review

2.04. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Failure of Committee to Act

2.05. If the Architectural Control Committee fails either to approve or reject an application for proposed work within thirty (30) days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

ARTICLE 3

Use Restrictions and Architectural Standards

Residential Use

3.01. Except for the Lots located in Block 1 of BATES ESTATES ("the Property"), all Lots shall be used for single-family residential purposes only. Residences may be "stick-built", modular, single-wide or double-wide manufactured homes, subject to the further and additional restrictions set forth within this instrument. No manufactured home which is older than five (5) years at the time of installation shall be permitted on any Lot.

The Lots located in Block 1 of BATES ESTATES may be used for commercial, retail, or residential purposes. No Lot shall be used Heavy or Light Industrial Use as those terms are defined by the various codes used by the City of Odessa, Texas.

Type of Buildings Permitted

3.02. No building shall be erected, altered, installed or permitted on any Lot other than one detached single-family dwelling not to exceed two stories in height, together with such guest quarters, storage buildings and barns as are approved by the ACC.

Design, Minimum Floor Area, and Exterior Walls

3.03. All residences on a Lot must have a ground floor area of not less than six hundred forty-four (644) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

Setbacks

3.04. Minimum building setback lines of 25' for front yards and 10' for side yards or as may be permitted in writing by the ACC from time to time.

Resubdivision or Consolidation

3.05. No Lot shall be resubdivided or split except as approved in writing by the ACC. Notwithstanding the foregoing, the Declarant may resubdivide or consolidate one or more Lots until such time as more than fifty percent (50%) of the Lots in the subdivision have been sold by the Declarant.

Noxious or Offensive Activities Prohibited

3.06. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

3.07. No Recreational Vehicle (RV), camping/travel trailer or the like may be used as permanent housing. If approved in writing by the Architectural Control Committee, an RV or small trailer may be used for temporary housing for no more than six (6) months while a single family residence is actually being constructed on a Lot. The decision of the ACC in this matter shall be final and not appealable to a court of law.

Duty to maintain Lot

3.08. No accumulation of weeds or uncultivated grasses more than twelve (12") high shall be permitted. It shall be the duty of each Lot Owner to maintain, mow and trim his Lot.

Rubbish, Trash and Garbage

3.09. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.

Animals

3.10. Except for a maximum of two (2) horses per Lot and a reasonable number of dogs, cats or other household pets, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. **HOGS OR PIGS OF ANY KIND MAY BE KEPT ON ANY LOT.** Although dogs, cats and other household pets may be kept in reasonable numbers, the raising and/or breeding of dogs, cats and household pets for commercial purposes is strictly prohibited.

Large Trucks, Buses, and Trailers

3.11. No large truck, such as a tractor-trailer or "big rig", bus, trailer, recreational vehicle, or motor home shall be left parked in the front yard of any Lot or on the street in front of any Lot, except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity. No large truck, bus, boat and/or trailer shall be parked on the driveway or any portion of the front yard of the Lot in such manner as to be visible from the street. No portion of a Lot, including the back yard or rear area of a Lot, shall be used as a general parking lot for large trucks, big rigs, trailers, and/or commercial vehicles, it being the intent of these Restrictive Covenants to maintain the residential character of all Lots and to maintain the peace, quiet and harmony of the neighborhood. No trucking company or other carriage enterprise using large trucks and/or trailers shall be permitted to conduct business on any Lot in the Subdivision.

Prohibited Activities

3.12. No trade, professional business, or commercial activity to which the general public is invited shall be conducted on any Lot.

Water Wells

3.13. No more than one water well per Lot.

3.14. No junk yards, wrecking yards or flea markets or other similar activity shall be ever conducted on any lot. This provision shall not exclude an occasional "garage sale" by a Lot Owner.

3.17. No swimming pools, other than a child's portable wading pool, shall be permitted in the front yard of any Lot.

ARTICLE FOUR
Easements

Reservation of Easements

4.01. With the written consent of the Declarant or ACC, the platted roadways may be used for utility easements. No shrubbery, fence, or other obstruction shall be placed in any easement or roadway.

ARTICLE FIVE
Association

Creation

5.01. The Owners shall constitute the Association. Each Owner of a Lot, including Declarant, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association. Regardless of the number of Owners, each Lot shall be entitled to only one (1) vote.

Transfer of Membership

5.02. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

5.03. The Association shall be a nonprofit corporation. The Association shall be managed by the board pursuant to the procedures set forth in the Association's bylaws, subject to this Declaration.

Membership Voting, Elections and Meetings

5.04. Each Owner shall have one vote. There shall be at least one meeting of the membership each year. At that meeting the Owners shall elect a Board consisting of three (3) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

Duties and Powers of Board

- 5.05. Through the Board, the Association shall have the following powers and duties:
- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws;
 - (b) To enforce this Declaration, the bylaws, its rules and regulations.
 - (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
 - (d) To delegate its powers to committees, officers, or employees.
 - (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.

(f) To establish and collect regular assessments to defray expenses attributable to the Association duties, to be levied against each Owner, including Declarant.

(g) To establish and collect special assessments for capital improvements or other purposes.

(h) To file liens against Lot owners because of nonpayment of assessment duty levied and to foreclose on those liens.

(i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.

(j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.

(k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.

(l) To hold regular meetings of the Board at least annually.

(m) To manage and maintain all of the Common Area in a state of high quality and in good repair.

(n) To pay taxes and assessments that are or could become a lien on the Common Area.

ARTICLE SIX
General Provisions

Enforcement

6.01. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction 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.

Severability

6.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Covenants Running With the Land

6.03. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment

6.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 25 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by more than sixty percent (60%) of the Owners.

The covenants, conditions, and restrictions of this Declaration may be amended from time to time by an instrument signed by more than seventy-five percent (75%) of the Owners. These covenants, conditions or restrictions may be amended at any time by the Declarant so long as Declarant shall own at least fifty percent (50%) of the Lots. Neither any amendment nor any termination shall be effective until recorded in the Official Public Records of Midland County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

6.05. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Liberal Interpretation

6.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 20 day of February, 2015.

CR & W INVESTING, LLC

Danny Carroll

DANNY CARROLL, Managing Member

Mark Wu

MARK WU, Managing Member

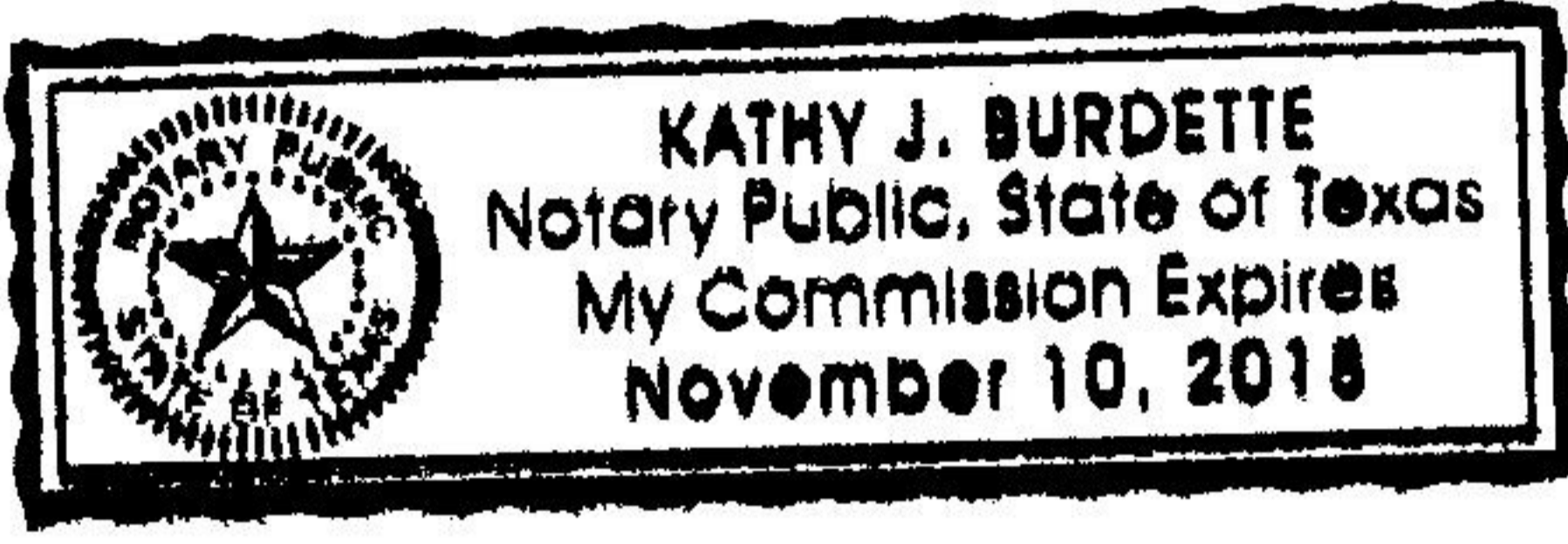
Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

THE STATE OF TEXAS §
COUNTY OF ECTOR §

This instrument was acknowledged before me on the 7 day of February 2015, by DANNY CARROLL, Managing Member of C R & W, INVESTING, LLC, a Texas limited liability company, on behalf of said company

Kathy J Burdette
NOTARY PUBLIC, State of Texas



(Seal)

Midland County Clerk Unofficial Copy

THE STATE OF CALIFORNIA §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of February, 2015, MARK WU, Managing Member of C R & W INVESTING, LLC, a Texas limited liability company, on behalf of said company.

See Attached Notarial Wording
NOTARY PUBLIC, State of California

Midland County Clerk Unofficial Copy

(SEAL)

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

S.S.

on FEBRUARY 20, 2015 before me, Susan K. Malhotra, Notary Public
Notary Public, Title

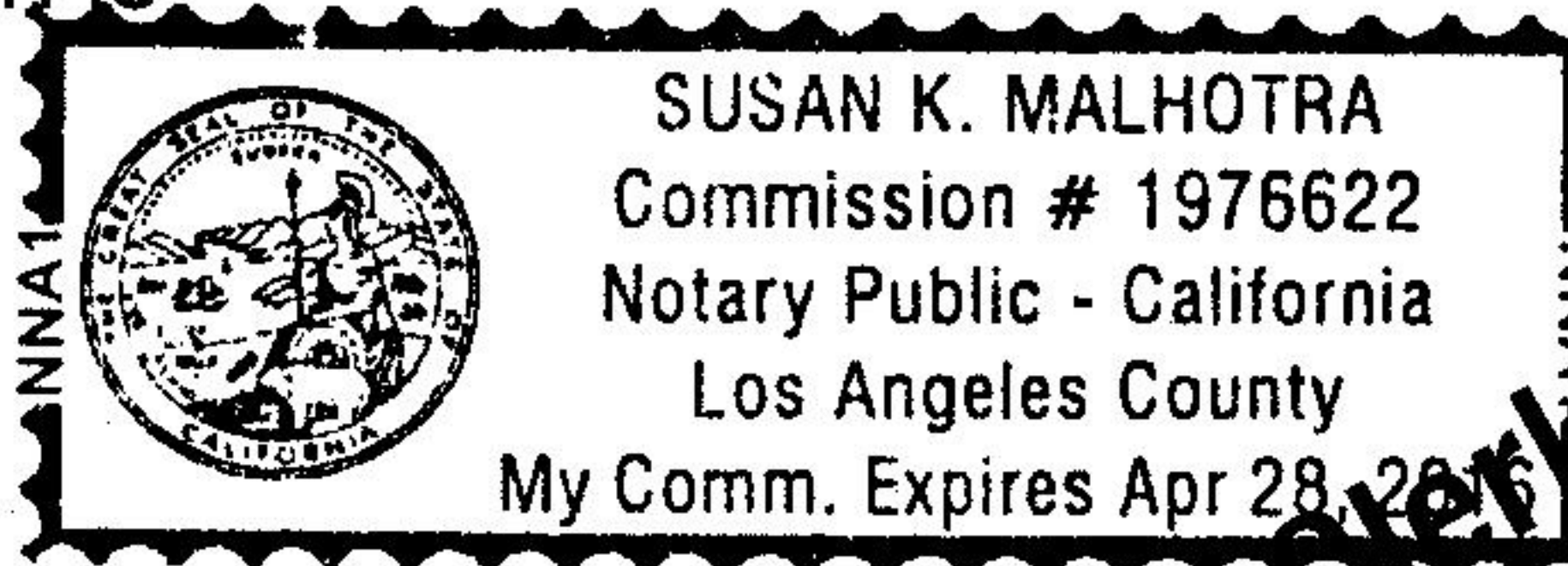
personally appeared MARK Wu
Name of Signer (1)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan K. Malhotra
Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS FOR BATES ET AL containing 9 pages, and dated 02/20/2015.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other:

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input checked="" type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # <u>34</u>	Entry # <u>7</u>
Notary contact: <u>Susan K. Malhotra</u>	
Other	
<input type="checkbox"/> Additional Signer	<input checked="" type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/>	