



CITY RANCH ESTATES

PROTECTIVE COVENANTS AND RESTRICTIONS

These Covenants and Restrictions (collectively, the "Covenants") are established to protect property values, maintain the character of the Subdivision (as defined herein), and ensure orderly development and use. They shall run with the land and be binding upon all present and future owners, tenants, and occupants of the described properties.



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PROPERTY SUBJECT TO THESE COVENANTS

Geographic Scope

The Covenants shall apply to the real property situated in Ector County, Texas, owned by PDFOA Shareholders as of March 15, 2025 and bounded by North Knox Avenue to the West, North Moss Avenue to the East, West 16th Street to the North, and West 3rd Street to the South (the "Subject Property").

Amendment to Previous Covenants

The Covenants shall replace the Dedication and Restriction for City Ranch Estates dated January 30, 1969, having been lawfully modified by a vote of 60% of the property owners on March 15, 2025.

Grandfathered Improvements and Uses

Any structure, improvement, or appurtenance located on the Subject Property that was constructed prior to the Effective Date of these Covenants (the "Grandfathered Improvements"), including the Vista Grande Subdivision and Desert Willow Estates, shall remain governed by whatever covenants or restrictions, if any, were previously in place. Such Grandfathered Improvements are exempt from these Covenants unless and until the Owner of such Improvements consents in writing to adopt the terms and conditions set forth herein. This does not apply to any oilfield or other industrial equipment that may exist on the subject property.

Voluntary Adoption

An Owner of any Grandfathered Improvement may voluntarily elect to be subject to these Covenants by executing a written instrument evidencing such election and recording it in the Official Public Records of Ector County, Texas, or by any other method recognized by law. Upon such election and proper recordation, the previously grandfathered Improvement shall thereafter be fully subject to these Covenants.

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DEFINITIONS

For purposes of these Covenants, the following terms shall have the meanings set forth below. Other capitalized terms are defined elsewhere herein.

- **“Subdivision”**: The platted development recorded in the Official Public Records of Ector County, Texas, encompassing all lots subject to these Covenants.
 - **“Lot”**: Any parcel of land within the Subdivision as shown on the recorded plat. The use designation of each Lot (Single-Family Residential, Retail, or Commercial) shall be as stated in these Covenants or as otherwise recorded by amendment. If a Lot is not expressly designated as Retail or Commercial, it shall be deemed Single-Family Residential.
 - **“Owner”**: The record holder of the fee simple title to any Lot (including contract purchasers but excluding those holding an interest solely as security for performance of an obligation).
 - **“Structure”**: Any permanent or temporary improvement placed on a Lot, including (but not limited to) buildings, sheds, fences, walls, and driveways.
 - **“Single-Family Residential” or “Residential Use”**: A use characterized by the occupancy of a single dwelling structure by one (1) household. This includes typical residential activities such as housing, home-based businesses (subject to restrictions set forth in these Covenants or local ordinances), and other customary residential purposes. Residential Use is permitted on Commercial lots, in which case the provisions of the Residential Specific Use Covenants prevail.
 - **“Residential Infill Overlay”**: A single family residential use that allows for a higher density of dwelling units along a private street.
 - **“Retail Use”**: Any lawful business activity primarily engaged in the sale of goods, merchandise, or services directly to the general public for personal or household consumption, including (but not limited to) small shops, boutiques, restaurants, or professional services, provided such use is allowed under applicable zoning and these Covenants.
 - **“Commercial Use”**: Any lawful business activity that does not meet the definition of “Retail Use” or “Single-Family Residential,” including (but not limited to) manufacturing, warehousing, wholesale distribution, contractor yards, offices, or other trade-related services, subject to all local zoning and these Covenants.
 - **“Allowed Uses”**: Each Lot shall be used only for the purpose(s) that correspond to its designated category (Single-Family Residential, Retail, or Commercial). Any change in use designation requires an appropriate amendment of these Covenants or other written authorization recorded in the real property records of the county.
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GENERAL PROVISIONS

1. Compliance with Laws

All Owners and occupants shall comply with all applicable federal, state, and local laws, regulations, and ordinances, in addition to the terms and conditions of these Covenants. No Lot shall be used in a manner that violates any law or governmental regulation.

2. Term and Amendment

- 2.1. **Initial Term:** These Covenants shall run with the land and remain in effect for twenty-five (25) years from the date of recording.
- 2.2. **Automatic Renewal:** Upon expiration, these Covenants shall automatically renew for successive periods of ten (10) years each, unless amended or revoked as provided herein.
- 2.3. **Amendment or Revocation:** These Covenants may be amended or revoked by an affirmative vote of Owners representing at least two-thirds (2/3) of the total acreage in the Subdivision. Each Owner's vote shall be weighted by the acreage they own.
- 2.4. **Execution of Amendment:** Any amendment or revocation must be in writing, executed, and acknowledged by the requisite Owners, and recorded in the real property records of the county to be effective.

3. Invalidation Clause

Invalidation of any one or more of these provisions by judgment or court order shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

ENFORCEMENT AND REMEDIES

4. Right to Enforce

Any Owner in the Subdivision has the right to enforce these Covenants by any proceeding at law or in equity, including but not limited to injunctive relief, specific performance, and/or the recovery of damages.

5. Costs of Enforcement

In any action brought to enforce these Covenants, the prevailing party may be entitled to recover reasonable attorneys' fees, court costs, and other expenses, unless otherwise prohibited by law.

UNIVERSAL COVENANTS

The provisions in this Universal Covenants section are intended to apply to all Lots within the Subject Property. However, in the event of any direct conflict between these Universal Covenants and the Specific Use Covenants that follow (e.g., those pertaining specifically to single-family residential, retail, or commercial properties), the Specific Use Covenants shall control.

6. Architectural and Building Requirements

6.1. Architectural Control and Design

- **Quality and Materials:** All Structures must be built with high-quality workmanship and durable materials. Exterior design shall be harmonious with existing Structures in the Subdivision.
- **Exterior Façades:** All building sides visible from a public or private street must be constructed of masonry, stucco, or similarly permanent materials. Accent walls may be of alternate materials, provided they are not vinyl siding or similar lightweight/synthetic materials.
- **Code Compliance:** Each Structure shall comply with the then-currently adopted City of Odessa building codes or International Building Code at the time of commencement of construction.

6.2. Building Location and Setbacks

- **Setbacks:** No Structure shall be placed closer to the front-facing street than fifty (50) feet or to a side street than fifteen (15) feet. Ector County and City of Odessa ordinances may impose additional or different setback requirements, which must also be followed.
- **Siting Harmony:** Structures shall be positioned to maintain an aesthetically consistent streetscape and shall not adversely impact neighboring Lots.

6.3. Completion of Construction:

Once construction on a Structure's exterior commences, the exterior shall be substantially completed within one hundred eighty (180) days, unless delayed by events beyond the Owner's control (e.g., weather, material shortages).

7. Fences, Security, and Visibility

7.1. Fences and Garden Walls

- **Location:** No fence or wall more than six feet tall shall extend beyond the front building setback line, nor more than ten (10) feet forward from the front façade of the primary Structure. On corner Lots, a fence may run along the rear Lot line. Fencing located from the street to 25 feet back may be no more than two feet tall, solid, and up to six feet tall provided fencing material is spaced enough to allow view of the primary Structure. Fencing located from 25 feet back from the front of the property to the setback line or ten feet prior to the front façade of the primary structure may be no more than two feet tall, solid, and up to six feet tall provided fencing material is spaced enough to allow view of the primary Structure.
- **Materials:** Permitted fencing materials include masonry, wood, or fully metal (chain link is prohibited).
- **Sight Lines:** Fences or walls shall not obstruct visibility for safe vehicular or pedestrian traffic, particularly at intersections.

7.2. Restrictions on Security Fencing

- **Prohibited Materials:** Barbed wire, razor wire, and other similar security fencing materials are prohibited unless otherwise required by law or expressly permitted in writing by a 2/3 acreage-weighted vote of Owners.
- **Height Limitations:** Fencing height should not unreasonably impede neighboring Lots' use or create a sight nuisance.
- **Gates:** All gates shall swing open fully within the Lot and should not swing out into roadways, alleyways, or sidewalks.

7.3. Sight Distances at Intersections: No Structure, fence, wall, sign, vegetation, or decorative element between two (2) feet and six (6) feet in height shall block sight lines within a reasonable distance of any roadway intersection, per local traffic safety requirements.

7.4. Safety Visibility and Signage

- **Address Numbers:** Each Lot shall display an address number clearly visible from the street for emergency services.
- **Reflective Markers:** If the Subdivision roads are not well-lit, reflective driveway markers or similar devices may be required to promote nighttime visibility and safety.

- **Other Safety Signage:** Any safety-related signage must be professionally made, unobtrusive, and maintained in good condition.
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8. Use Restrictions and Nuisances

8.1. Animals and Pets

- **Household Pets:** No animals, livestock, or poultry shall be raised, bred, or kept on any Lot, except for up to three (3) dogs, cats, or other household pets that do not create noise, odor, or other nuisances. Rodents, small birds, fish, or other continuously caged animals are exempt from this limit.
- **Livestock:** An exception to the previous section is that livestock may be kept on lots of five contiguous acres or more in accordance with the following rates:

One for the first three acres and one per acre thereafter: Horse, cow, ox, bison, donkey, or mule for the first three acres, with one additional head per acre

One per acre: llama, alpacas, ostrich, emu, or other livestock or exotic species

Four per acre: sheep, goats, or pigs per acre

Twelve per acre: chickens, ducks, rabbits, turkeys, or other similar fowl and small mammals

These limits are cumulative across categories, meaning each acre or portion thereof dedicated to one category of animal may not simultaneously be used to calculate another category.

The limits above are subject to restrictions by law or governmental policy and in no case should ever be maximized if it causes harm to animal or human life.
- **Leash and Control:** Any dog outside a fenced Lot must be on a leash no longer than six (6) feet, held by a responsible person.
- **Commercial Use:** No animal may be kept for commercial purposes.
- **Enforcement:** Animals violating these rules may be removed by local animal control authorities. Owners must clean up after their pets.

8.2. General Nuisances

- **Prohibited Activities:** No noxious, offensive, or unlawful activity shall be carried on upon any Lot. Activities that create excessive noise, vibration, odor, glare, or other disturbances are prohibited.

- **Lighting:** Exterior lighting must be designed to minimize glare and light spillover onto neighboring Lots. Fixtures should be shielded or directed downward.
- **Noise:** Except for construction noise during reasonable daytime hours (e.g., 7:00 a.m. to 7:00 p.m.), no noise that unreasonably disturbs nearby Owners shall be permitted.

8.3. Unsightly Conditions

- **Maintenance:** Owners shall keep their Lots and Structures free from debris, weeds, or other unsightly conditions.
- **Repairs and Hobbies:** Assembly or disassembly of vehicles, machinery, or other equipment must not create an ongoing visual nuisance. Outdoor repairs must be completed within twelve (12) hours or conducted inside an enclosed garage or Structure.

8.4. Firearms

- **Discharge Prohibited:** The discharge of firearms (including BB guns, pellet guns, and similar devices) is prohibited, except as otherwise allowed by law for self-defense or other legally recognized exceptions.

9. Stormwater, Drainage, and Landscaping

9.1. Stormwater and Drainage

- **Drainage Patterns:** No Owner shall alter natural or established drainage patterns in a way that adversely affects adjacent Lots or roadways.
- **Erosion Control:** Grading and other site work must be done in a manner that prevents undue erosion or sedimentation on neighboring properties or public roads.
- **Regulatory Compliance:** Owners must comply with any local, state, or federal stormwater management requirements applicable to their Lot.

9.2. Landscaping and Maintenance

- **General Maintenance:** Each Owner shall maintain lawns, trees, shrubbery, and other plantings in a neat, attractive, and healthy condition.
- **Replacement and Removal:** Dead or diseased vegetation shall be promptly removed or replaced.

- **No Overgrown Vegetation:** Overgrowth that creates a fire hazard, obstructs visibility, or otherwise constitutes a nuisance is prohibited.
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10. Vehicles, Parking, and Commercial Vehicles

10.1. Parking

- **On-Street Parking:** No on-street parking is permitted.
- **Heavy Vehicles and Equipment:** Trucks, trailers, heavy equipment, and similar vehicles must be stored within garages or behind fences when not in active use or transit. Prolonged outdoor storage in public view is prohibited.

10.2. Driveways and Parking Areas

- **Surface Requirements:** Driveways and parking areas must have hard surface, either concrete, asphalt, or similar.
- **Drainage:** Proper design and grading shall ensure adequate drainage and minimize erosion.

10.3. Commercial Vehicle Limitations

- **Screening Requirements:** Any Lot regularly used to park or store commercial vehicles must ensure those vehicles are screened from public view (e.g., behind a fence, in a garage).
 - **Overnight Parking:** Overnight parking of large fleet vehicles is permissible only if fully screened and does not violate any other restrictions set forth in these Covenants.
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11. Temporary Structures

- 11.1. No Residential Use:** No trailer, shed, greenhouse, garage, or similar temporary structure shall be used for residential purposes, either temporarily or permanently.
 - 11.2. Portable Toilets:** Portable toilets (port-a-potties) are permitted only during active construction and must be removed immediately upon completion of the construction project.
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12. Garbage, Waste, and Hazardous Materials

12.1. Garbage and Waste Management

- **Screening:** All trash receptacles, storage tanks, mechanical equipment, and similar items shall be stored or screened so they are not visible from outside the Lot.
- **County Regulations:** Owners must comply with all applicable Ector County rules regarding waste storage and disposal.
- **Containers:** All garbage must be kept in tight-lidded, sanitary containers of metal, plastic, or masonry.
- **Composting:** Composting areas are permitted if fully screened and not visible from outside the Lot.
- **Open Storage:** No open storage of materials is allowed, except for new building materials in active use during construction.

12.2. Hazardous Materials

- **Prohibited Storage and Disposal:** Storage or disposal of hazardous, toxic, or noxious substances in violation of federal, state, or local laws is strictly prohibited.
- **Fuel Storage:** Any fuel or chemical storage must comply with all applicable regulations, including providing adequate containment measures to prevent spillage or contamination.

13. Water, Sewage, And Utilities

13.1. Water Wells and Septic Systems: Any water well or septic system must comply with all state and local regulations, including permitting, installation, and maintenance requirements.

13.2. Easements

- **Reservation of Easements:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
 - **Obstructions:** No permanent Structure, fence, or other obstruction shall hinder access or impede drainage within any designated easement.
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14. Division Of Lots

- 14.1. Subdivision Regulations:** No Lot shall be subdivided into parcels smaller than permitted in this section, nor should they be subdivided in a manner that is not harmonious with the Subdivision. Any subdivision of Lots must comply with all relevant county and state subdivision regulations.
- 14.2. No Minimum Size Lots:** Retail Lots may be subdivided into parcels of any size as long as there is appropriate ingress and egress for projected traffic.
- 14.3. Half-Acre Lots:** Lots within Section “A-1” as shown on the plat may be subdivided into parcels of no less than one-half acre.
- 14.4. One Acre Lots:** Lots eligible for Commercial or Residential Infill Overlay may be subdivided into parcels of no less than one acre, provided they have a minimum of 130 linear feet of frontage along a road or a driveway right of way no less than 50 feet wide, if they are located behind another parcel.
- 14.5. Two and One-Half-Acre Lots:** All other Lots may be subdivided into parcels of no less than two and one-half acres, provided they have a minimum of 130 linear feet of frontage along a road or a driveway right of way no less than 50 feet wide, if they are located behind another parcel.
- 14.6. Residential Infill Overlay:** The exception to this section are Lots designated as Residential Infill Overlay, which may be subdivided as described in a section that follows.
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15. Reclassification of Lot Use

15.1. Allowed Locations

- **Retail and Commercial** Lots may only front North Knox Avenue, North Moss Avenue, West 16th Street, West 3rd Street, or be adjacent to the TESCO substation.
- **All other** Lots shall remain **Residential** unless legally replatted to front one of these roads and properly reclassified under these Covenants.

15.2. Voluntary Reclassification

- **Commercial → Retail or Commercial/Retail → Residential:** The Owner may reclassify the Lot simply by executing and recording a written instrument in the Official Public Records of Ector County, Texas.

15.3. Community Approval

- **Residential → Retail/Commercial or Retail → Commercial:** Requires a two-thirds (2/3) vote by acreage of all Owners in the Subdivision. Each Owner's vote is weighted by the acreage owned. A certification of the vote and a reclassification notice must be recorded.
- **Effect of Reclassification:** Upon recording the required documents, the Lot is immediately governed by the Covenants for its new classification. All prior classification rights or obligations end unless specifically preserved in the recorded instrument.

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RESIDENTIAL SPECIFIC USE COVENANTS

These **Residential Specific Use Covenants** (“Residential Covenants”) apply to any Lot designated or otherwise deemed **Single-Family Residential or Residential** in the Subdivision, in addition to the Universal Covenants. In the event of a conflict between these Residential Covenants and the Universal Covenants, **these Residential Covenants** shall control for Residential Lots.

16. Land Use, Building Type, and Dwelling Size

16.1. Permitted Structures: Each Residential Lot may contain one (1) single-family detached residence not to exceed two (2) stories in height, together with customary residential outbuildings (e.g., garages, carports, shops) that maintain a cohesive appearance with the primary residence.

16.2. Dwelling Floor Area:

- **One-Story:** The finished floor area of the residence shall be at least 1,500 square feet.
- **Two-Story:** The finished floor area shall be at least 1,750 square feet in total, with at least 1,000 square feet on the ground floor.
- **Exclusions:** Garages, carports, covered patios, open porches, and similar unheated/uncooled areas are not counted toward minimum floor area. The minimum floor area applies to the primary residence and any outbuildings or separate structures may not be used to meet this requirement.

16.3. Setback Line: Where possible, a minimum of 25% of the front face of the primary Structure shall be placed directly along the setback line, parallel with the street. Lots along cul-de-sacs or that have irregular dimensions are excepted from this rule.

17. Occupancy and Leasing

17.1. Single-Family Occupancy: Each residence shall be occupied by no more than one (1) family. A “family” is defined as either:

- Persons related to each other by marriage or blood (including extended family), **plus** any household employees or caregivers, **or**
- Up to three (3) unrelated persons living together as a single household unit, **plus** any household employees or caregivers.

17.2. Leasing:

- **Whole-Property Requirement:** If the residence is leased, the **entire** residential property (including any outbuildings) must be leased under a single lease agreement. No separate leasing or subleasing of portions of the property or individual outbuildings is allowed.
 - **Single-Family Compliance:** Any lease must require the tenant(s) to abide by the single-family occupancy limits set forth in these Covenants.
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18. Parking and Vehicle Storage

- 18.1. Maximum Vehicles:** No more than four (4) passenger vehicles may be regularly parked outside a garage or carport on a Lot. A vehicle is included in this count if it is parked on the Lot for more than four (4) hours per day and at least four (4) days in any rolling seven (7) day period.
- 18.2. Commercial and Recreational Vehicles:** Commercial vehicles, heavy equipment, boats, trailers, four-wheelers, golf carts, and RVs shall be stored within a garage or fenced backyard, except during active loading, unloading, or use
- 18.3. On-Street Parking:** On-street parking is prohibited, except for temporary guest parking. Under no circumstances shall overnight on-street parking be allowed.
- 18.4. Garage/Shop Doors:** Any garage or shop door facing the street must remain closed, except when in active use for ingress, egress, or loading/unloading.
- 18.5. Vehicle Condition:** All vehicles visible from the street must have current licenses and be operable. Inoperable or unlicensed vehicles must be stored out of sight or removed immediately.
- 18.6. No Lawn Parking:** Vehicles shall not be parked on lawns, landscaped areas, or any unpaved surface. All vehicles must remain on paved or permanently improved driveways or parking pads.
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19. Signage

- 19.1. Size and Type:** No sign larger than one (1) square foot may be placed on any Lot, except for customary real estate signs advertising the property for sale or lease. Banners are prohibited. The only exception to this provision is for temporary celebratory (eg. birthday or graduation) signage installed in the yard by a professional signage vendor for a period of no more than five days.

- 19.2. Lighting:** All permitted signs must be unlighted and shall not include neon, flashing, or other illuminated features visible from the street.
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20. Storage, Screening, and Equipment

- 20.1. Clotheslines:** No exterior clotheslines, drying racks, or similar apparatus shall be erected in any area visible from outside the Lot.
- 20.2. Tanks and Mechanical Equipment:** Above-ground storage tanks, HVAC units, woodpiles, and yard equipment shall be located or screened so as not to be visible from the Lot boundary. Approved fencing, landscaping, or enclosures are acceptable methods of screening.
- 20.3. Window Air Conditioners:** Window or wall-mounted air conditioning units, if used, should be installed on the side or rear façade of the residence, or otherwise screened, so that they are not readily visible from the street.
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21. Business Use

- 21.1. Home Occupations:** No trade or business shall be conducted on or from any Lot if such activity is apparent, visible, audible, or otherwise detectable from outside the residence.
- 21.2. Prohibited Impacts:** The operation of any business that generates client or customer traffic, commercial deliveries, noise, odors, or any external indications of business activity is prohibited.
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22. Outbuildings (Living Quarters)

- 22.1. Household Occupancy Only:** Any outbuilding designed for occupancy or overnight lodging shall be used only for temporary guests or members of the family / household. They may not be rented out to other parties separately from the primary residence.
- 22.2. Code Compliance:** Such outbuildings must comply with all applicable building codes, health, and safety regulations and shall be no less than 350 square feet.
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23. Exterior Appearance and Colors

- 23.1. Unified Appearance:** All buildings, outbuildings, and appurtenances on a Lot shall be designed and constructed to present a visually cohesive look.
- 23.2. Exterior Colors:** Exterior surfaces shall be painted or finished in neutral or muted colors appropriate to the Odessa, Texas, region (e.g., earth tones, grays,

browns, tans, creams). Bright, neon, or otherwise flashy colors are strictly prohibited.

24. Completion and Occupancy of Structures

- 24.1. **Finish Requirement:** No building or structure shall be occupied until the exterior is fully finished, including all exterior walls, roofing, and any required paint or finish.
 - 24.2. **Final Inspection:** The Owner is responsible for ensuring compliance with applicable codes, including any final inspections or approvals required by local authorities.
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25. Landscaping and Maintenance

- 25.1. **Front Yard Standards:** Unpaved, unfenced areas visible from the street shall be kept in neat and orderly condition. Grass must be regularly cut, watered, and fertilized. Flowerbeds and mulched areas shall be weeded and re-mulched as needed.
 - 25.2. **Pruning and Trimming:** Trees, hedges, shrubs, and other vegetation shall be pruned to maintain an orderly appearance and prevent encroachment on neighboring Lots or sidewalks.
 - 25.3. **Debris Removal:** Yard waste, trash, and debris must be disposed of promptly so as not to create an unsightly condition.
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26. Fuel Storage

No onsite storage of gasoline, heating fuel, or other fuels is permitted, except for a total of up to five (5) gallons stored in safe, approved containers for emergency or yard/recreational equipment use.

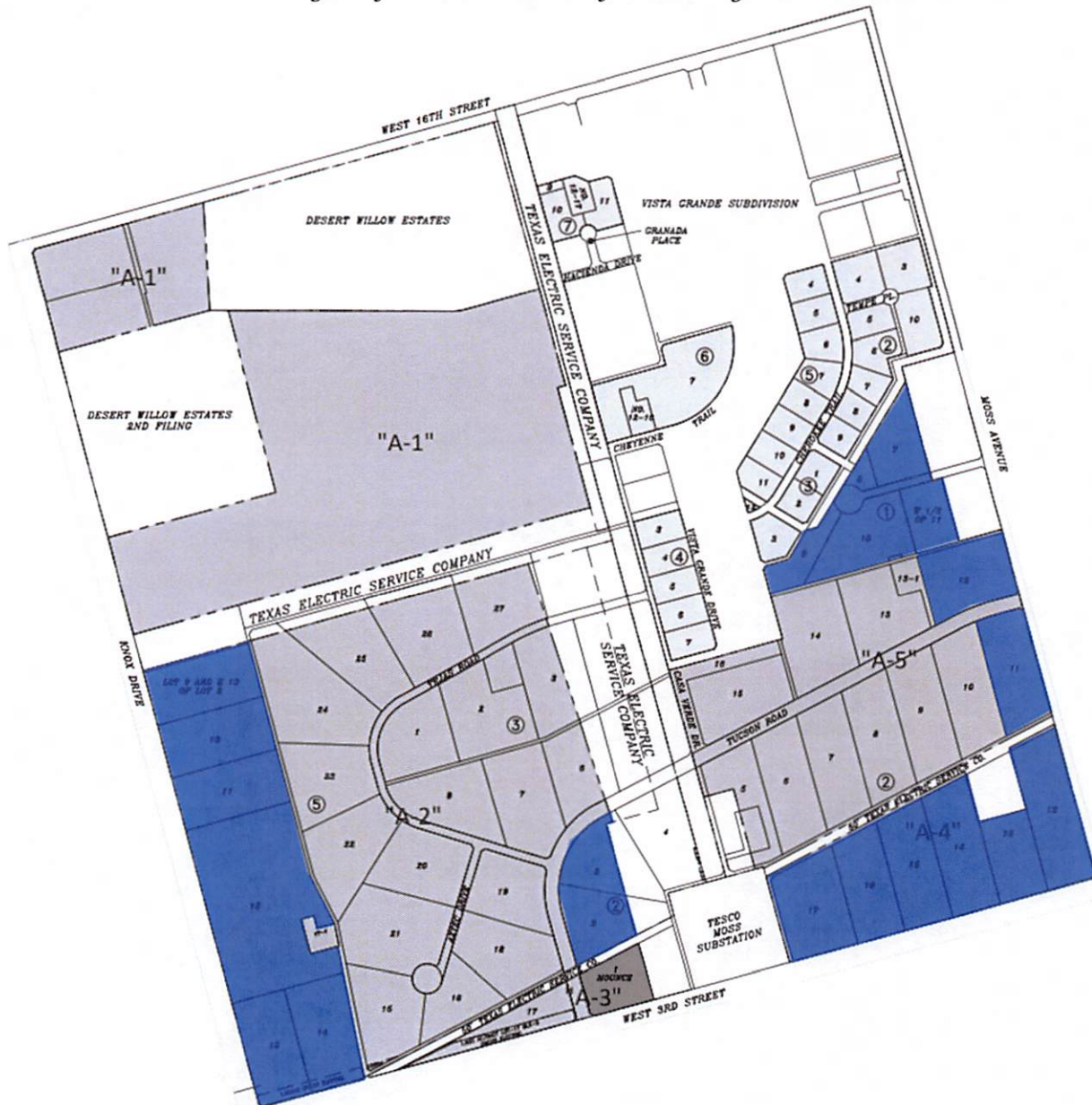
27. Pools, Hot Tubs, and Water Features

- 27.1. **Fencing and Safety:** Any pool, hot tub, or substantial water feature must be fenced or secured in accordance with local building codes and safety standards. They shall be covered or turned off during freezes or other periods of inclement weather.
- 27.2. **Equipment Noise:** Mechanical equipment (e.g., pumps, filters) shall be located or screened to minimize noise disturbance to neighboring properties.

RESIDENTIAL INFILL OVERLAY COVENANTS

The **Residential Infill Overlay** is established to allow for flexible residential development within designated **Single-Family Residential** Lots while maintaining compatibility with existing neighborhood character. The overlay permits an increased density of up to eight dwelling units per acre, either in attached or unattached configurations, subject to the provisions below. All other covenants of **Single Family Residential Lots** not amended below shall apply.

Lots eligible for Residential Infill Overlay Conversion



28. Density and Lot Size Requirements

- 28.1. **Maximum Density:** 8 dwelling units per acre, including any accessory dwelling units
 - 28.2. **Minimum Individual Lot Size:** 0.0625 acre (2,723 sq ft) or the ground floor area of the dwelling plus 1,000 square feet, whichever is greater
 - 28.3. **Minimum Street Frontage:** No lot shall have less than 20 linear feet of frontage along the street
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29. Permitted Uses and Building Types:

- 29.1. **Allowed Configurations:** Detached single-family homes, duplexes, triplexes, or fourplexes, and cottage clusters or courtyard-style developments
 - 29.2. **Ground Floor:** Each dwelling must have its own ground-floor entrance – upstairs-only units are not permitted
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30. Setbacks and Placement

- 30.1. **Development Road Setbacks:** All structures must maintain the required minimum 50-foot setback from platted roads within City Ranch Estates
 - 30.2. **Private Street and Alley Setbacks:** There is no minimum setback requirement from any private streets or alleyways constructed
 - 30.3. **Side and Rear Setbacks:** No structures may be placed any closer than 15-feet from the boundaries of any adjacent lot or alleyway
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31. Parking and Access Requirements

- 31.1. **Off-Street Parking per Dwelling:** Each dwelling unit must provide a minimum of one enclosed parking space and one paved off-street parking space
 - 31.2. **Guest Parking:** Any private streets must provide either sufficient width for on-street guest parking or dedicated paved guest parking areas, with the minimum number of guest spaces at a ratio of 0.5 spaces per dwelling unit
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32. Street and Infrastructure Standards

- 32.1. **Streets:** Private streets must comply with county road access requirements
- 32.2. **Sidewalks:** There must be a paved sidewalk on at least one side of every private street

- 32.3. **Water and Septic:** Water wells or septic tanks may be shared or individual to each dwelling unit, and must comply with all applicable laws and regulations
- 32.4. **Community Facilities:** Shared parks, clubhouses, swimming pools, playgrounds, recreation areas, and other facilities for the enjoyment of residents must be properly maintained at all times
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33. Homeowners' Association

- 33.1. **Creation of an HOA:** If necessary for the upkeep of private streets and community facilities, a Homeowners' Association (HOA) may be created
- 33.2. **Subject to Covenants and Restrictions:** All rules and regulations of the HOA are subject to these covenants and restrictions; in the event of any conflict or variance, this document supersedes
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35. Conversion to Residential Infill Overlay

- 35.1. **Requirements for Conversion:** A lot may only be converted to Residential Infill Overlay if it meets one of the following provisions:
- The Lot borders Knox Avenue, Moss Avenue (or a cul-de-sac off of Moss Avenue), 3rd Street, or 16th Street, the TESCO substation, or;
 - The Lot is not located between, along the street frontage, any two Lots only eligible to be used as Single-Family Residential. In other words, the Lot must be at the edge of any Single-Family Residential area, as viewed from the street.
- 35.2. **Procedures for Conversion:** To convert a Lot to Residential Infill Overlay, the Lot owner must notify via certified mail the owner(s) of all adjacent lots, including across any streets or alleys of their intent to convert. The owners of adjacent lots have 30 days from the date of receipt to respond, via certified mail, to object to the conversion solely on the basis that it does not, in fact, meet the criteria specified in this section. If the 30-day period passes without objection, the lot shall be converted.

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RETAIL SPECIFIC USE COVENANTS

These **Retail Specific Use Covenants** ("Retail Covenants") apply to any Lot designated or otherwise deemed **Retail Use** within the Subdivision, in addition to the Universal Covenants. In the event of a conflict between these Retail Covenants and the Universal Covenants, **these Retail Covenants** shall control for Retail Lots.

The following Lots are designated for Retail Use:

Section "A-1," Northwest corner at the intersection of Knox Avenue and 16th Street only.



36. Use Regulations

36.1. Permitted Retail Businesses

- Only those businesses that offer goods and services to the general public and that are consistent with a retail environment adjacent to a single-family neighborhood shall be permitted.
- Businesses shall make every effort to reduce light and noise from their operations from 10:00 p.m. until 6:00 a.m.
- Typical examples include, but are not limited to, convenience stores, general merchandise stores, salons, professional services, restaurants (including those serving alcohol, provided they offer a full menu of food), and similar uses deemed customary to a retail district.

36.2. Prohibited Uses

- **Primary Alcohol/Tobacco Sales:** Any business whose principal purpose is the sale of alcohol, tobacco, marijuana, CBD, vaping products, or related accessories is strictly prohibited. However, a convenience store or general store that sells such items as part of its normal merchandise mix is allowed.
- **Bars:** Establishments that primarily serve alcoholic beverages (with only incidental food, such as snacks) are prohibited.
- **Pawn Shops:** Businesses that allow for items to be pawned and/or for pawned items to be sold are prohibited.
- **Tattoo Parlors and Body Piercing:** Establishments that provide cosmetic body modifications such as tattoos and piercings are prohibited.
- **Adult Entertainment:** Adult video or novelty stores, sexually oriented businesses, or similar establishments are prohibited.
- **Gambling/Games of Chance:** Businesses primarily engaged in games of chance or gambling are prohibited, except that state lottery tickets may be sold as part of a broader retail offering (e.g., convenience store).
- **Massage Parlors:** Establishments holding themselves out as massage parlors are prohibited. (Note: This does not restrict legitimate, state-licensed therapeutic massage services as part of a broader health or wellness practice, to the extent permitted by law, unless otherwise prohibited by local ordinance.)

- **Hostels, Group Homes, and Boarding Houses:** Rooming houses, boarding facilities, hostels, or group homes of any kind are not permitted.

36.3. Other Provisions

- **Gas Stations, Oil Change, and Car Wash:** These uses are permitted, provided all storage of fuel, oil, and other fluids is properly enclosed, shielded from public view, and complies with all applicable local, state, and federal regulations regarding storage and environmental protection.
- **Self-Storage Facilities:** Mini-warehouse or self-storage units available for rent or lease to the public, provided that the complex is completely fenced on all sides in masonry or stucco.

36.4. Hotels and Group Residential Facilities

- **Permitted Conditions:** Hotels or similar accommodations are permitted only if they rent rooms for durations of at least one (1) day and maintain individual, en-suite rooms. Residential facilities such as retirement homes are permitted.
 - **Prohibitions:** No short-term rooming or boarding house model may be used (e.g., sub-daily rentals or shared-room hostels).
-

37. Parking Requirements

- 37.1. Minimum Ratio:** Each Retail Lot shall provide sufficient paved off-street parking in compliance with the applicable regulations of the City of Odessa, Texas (even though the property is not within the corporate limits of the city).
- 37.2. Paving and Maintenance:** All parking areas must be paved with asphalt, concrete, or another hard-surfaced material. Owners or occupants shall keep such parking areas well-maintained, free of debris, and in good repair.
- 37.3. Overflow and Traffic Flow:** The Owner or occupant must ensure that parking layout and on-site circulation do not impede traffic, create congestion, or negatively impact neighboring properties. Drive-thru areas should be designed to not queue up on a public roadway or in a manner that blocks any other business.
-

Signage

37.4. Storefront or Pylon Signs

- **Lighting:** Signage may be internally or externally lit, provided such illumination is steady and does not flash, blink, strobe, or animate in any manner.

- **Direction of Light:** All lit signage shall be positioned or shielded so it is not directly visible from any existing or future residential areas in the Subdivision.

37.5. Prohibited Signage

- **Animated/Flashing Signs:** Signs with moving text, blinking lights, or other dynamic display features are strictly prohibited.
- **Excessive Brightness:** Signage that produces glare or excessively bright illumination, causing nuisance or hazard to adjacent properties or roadways, is prohibited.
- **Going Out of Business/Closing:** Signage that advertises that the business is “going out of business” or otherwise closing or closing out inventory is not permitted for a total period of more than 45 days during occupancy and shall not be utilized unless the business is actually planning on closing at the end of the sale period.

37.6. Compliance

All signage must comply with local sign ordinances and any relevant permits, inspections, or approvals required by municipal authorities.

38. Exterior Appearance and Finishes

- 38.1. Neutral Color Palette:** Buildings shall be finished in neutral or muted tones in harmony with local architectural norms. Accent colors consistent with the occupant’s brand identity are permitted, provided they do not create a garish or unsightly appearance.
 - 38.2. Brand Standards:** National or regional brand color schemes are allowed as accent features, provided the overall design remains consistent with the surrounding community and does not clash with adjacent residential properties.
 - 38.3. Visibility from Residential Areas:** Building elevations facing or visible from residential Lots may require additional screening, landscaping, or design features to minimize visual impact, at the discretion of any local design review process (if applicable).
-

39. Fuel and Hazardous Material Storage

39.1. Fuel Storage

- Gasoline, diesel, oil, or other automotive fluids stored in connection with a gas station, oil change facility, or similar business must be contained in

underground or above-ground tanks that comply with all applicable fire codes, environmental regulations, and safety standards.

- All tanks and related equipment must be enclosed or otherwise shielded from public view, using fencing, landscaping, or other appropriate screening measures.

39.2. Compliance: The Owner or occupant is responsible for adhering to all local, state, and federal rules regarding hazardous materials, spill prevention, and environmental protection.

39.3. Other Waste: All garbage, refuse, used cooking oils, grease, recycling, cardboard boxes, pallets, and other discarded items and materials shall be stored in enclosed areas with every effort made to minimize odor, rodents, insects, and blowing off of trash.

40. Outdoor Spaces and Enclosures

40.1. Patios and Outdoor Seating

- Businesses may provide outdoor seating or dining areas, provided such spaces are fully fenced or otherwise enclosed to ensure patron safety and containment.
- Any sound amplification in these areas shall be limited so as not to disrupt adjacent residential Lots.

40.2. Outdoor Displays: Merchandise displayed outside must not block walkways or driveways and must be maintained in a neat and orderly manner. Overnight outdoor displays should be minimized or secured to prevent visual clutter or potential theft.

43. Mobile Businesses

43.1. Food Trucks and Similar Operations

- Mobile food vendors or similar enterprises are permitted on a temporary basis, provided they do not impede traffic flow, violate parking requirements, or create excessive noise or odor.
 - The property owner or occupant must ensure that all necessary permits and health regulations are followed and that no nuisance is created for neighboring properties.
-

44. General Conduct and Nuisance Prevention

44.1. Offensive Nature: All businesses shall operate in a manner that does not produce excessive noise, vibration, odors, glare, or other offensive conditions detrimental to adjoining properties.

44.2. Compliance with Laws

- Retail operations must adhere to all local, state, and federal laws, including building codes, health regulations, and land use restrictions.
 - The property owner or occupant is responsible for obtaining any required licenses, permits, or approvals.
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COMMERCIAL SPECIFIC USE COVENANTS

These **Commercial Specific Use Covenants** ("Commercial Covenants") apply to any Lot designated or otherwise deemed **Commercial Use** within the Subdivision, **in addition to** the Universal Covenants. **All Retail Covenants also apply** to Commercial Lots as a base standard unless expressly modified or supplemented by the provisions below. In the event of any direct conflict between these Commercial Covenants and the Retail Covenants, **these Commercial Covenants** shall control for Commercial Lots.

The following Lots are designated for Commercial Use:
Block 5, Lots 13-14 and 17 and Block 2, Lots 2-3, 11, and 17.



45. Scope of Permitted Uses

45.1. General Compliance with Retail Covenants

All Retail Covenants concerning permissible and prohibited uses carry over to Commercial Lots, except where expanded or modified herein.

45.2. Additional Permitted Uses

In addition to the Retail uses, Commercial Lots may be used for:

- **Light Commercial Trades:** Electrical, plumbing, HVAC, general contracting, or other similar service-oriented businesses.
- **Office/Shop Combos:** Metal or masonry office-plus-warehouse combinations for retail or wholesale sales, business-to-business commerce, and related storage of inventory.
- **Vehicle Sales and Service:** Auto or light truck sales, routine maintenance, detailing, or minor repair (not including heavy bodywork or large-scale mechanical overhaul unless otherwise permitted by local ordinance).
- **Minor Assembly/Repair:** Basic assembly or repair performed indoors, generating minimal noise, odor, or vibration discernible from adjacent properties.
- **Data Center:** Facility housing computer servers, networking equipment, and related support infrastructure for the storage, processing, and management of digital data.
- **Self-Storage Facilities:** Solid metal fencing is permitted as an option for storage facilities on Commercial Lots (masonry or stucco is required on Retail lots).

45.3. Prohibited Activities

- **Major Manufacturing or Heavy Fabrication:** Large-scale industrial operations, heavy fabrication, or processes that create significant noise, emissions, or environmental impact.
- **Oilfield Housing/“Man Camps” and RV Parks:** Residential occupancy or transient housing arrangements on Commercial Lots, including mobile home or RV parks, is strictly prohibited.
- **Salvage or Junk Yards:** Any business whose primary function is the salvage or storage of junk, scrap, or dismantled vehicles/materials is prohibited.

- **Outdoor Inventory Storage:** Businesses whose principal activity involves storing large amounts of inventory **outdoors** (unrelated to active loading, unloading, or short-term staging) are prohibited unless fully enclosed or fenced per these Covenants.
-

46. Structures and Façade Requirements

46.1. Metal Buildings

- **Front Façade:** The front-facing exterior wall surface of any primary building on a Commercial Lot shall be at least fifty percent (50%) masonry, stucco, or other similar permanent material. The remaining portion may be metal.
 - **Color Palette:** Exterior metal finishes must be of any non-vibrant, neon, or otherwise flashy color, but all metal must be of a single color.
 - **Architectural Consistency:** Buildings and outbuildings shall be designed, finished, and maintained to present a clean, cohesive, and professional appearance, compatible with the surrounding area.
-

47. Parking and Circulation

- 47.1. Adoption of Retail Parking Standards:** Commercial Lots shall follow the off-street parking provisions set forth in the Retail Covenants, including compliance with the City of Odessa's parking ratio and surface requirements.

47.2. Non-Public Parking Areas

- **Enclosure Requirement:** All non-public parking and storage areas (e.g., for company vehicles, trailers, equipment) must be **fully enclosed** by a metal or masonry fence.
 - **Maintenance:** Such enclosed areas must be kept orderly, free of debris, and in good repair.
-

48. Storage, Equipment, and Inventory

48.1. Fencing and Screening

- Any equipment, inventory, or materials stored outside must be kept within a fenced enclosure unless they are actively being loaded, unloaded, sold, or utilized for a specific operation.
- Fencing should be constructed of opaque materials (e.g., metal panels or masonry) at least six feet tall and should be sufficiently high and to shield stored items from public view.

48.2. Outdoor Storage Prohibition: Long-term outdoor storage of goods or materials is prohibited unless it occurs within the required fenced enclosure and remains below the fence line so as not to be visible from outside the property.

48.3. Cleanliness and Safety: Owners and occupants must maintain storage areas in a safe condition, minimizing fire hazards and ensuring compliance with all applicable regulations.

49. Signage

49.1. General Adoption of Retail Signage Rules: Commercial Lots shall comply with all signage provisions set forth in the Retail Covenants, including the prohibition on flashing, animated, or strobe lighting and the requirement to shield illuminated signs from adjacent residential areas.

49.2. Additional Signage Guidelines

- **Monument or Pylon Signs:** Must be professionally constructed, consistent with local code, and harmonious with building design.
 - **Branding:** Any branding must avoid excessively bright, neon, or otherwise disruptive color schemes visible from residential properties.
-

50. Prohibited Residential Uses

50.1. Transient Occupancy: Commercial Lots may not be used for overnight residential occupancy of employees, tenants, or other individuals, except for a lawful caretaker's or security apartment or trailer.

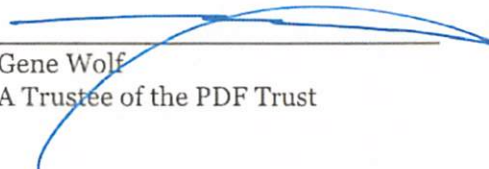
50.2. Man Camps, Boarding Houses, or Hostels: No portion of any Commercial Lot may be developed or used for dormitory-style facilities, "man camps," boarding houses, or any short-term lodging not permitted under local regulations.

51. Nuisance Prevention and Operational Conduct

51.1. Minimizing Adverse Impacts: Owners and occupants must ensure that noise, vibrations, dust, odors, or other possible nuisances are kept at levels consistent with local commercial standards and do not unreasonably interfere with neighboring properties—particularly adjacent residential areas.

51.2. Compliance with Laws: All businesses operating on Commercial Lots must comply with local, state, and federal statutes, ordinances, regulations, and codes governing land use, safety, and environmental protection.

Executed this 27 day of March, 2025

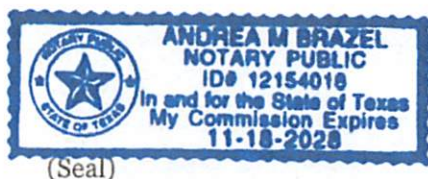

Gene Wolf
A Trustee of the PDF Trust

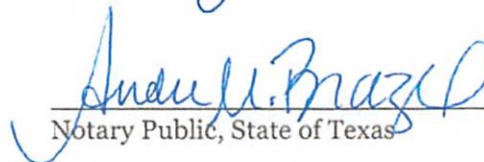
STATE OF TEXAS)

COUNTY OF EL PASO)

Before me, a Notary Public, on this day personally appeared Gene Wolf, a Trustee of PDF Trust, proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Gene Wolf executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 27 day of March 2025.




Notary Public, State of Texas

**THE STATE OF TEXAS
COUNTY OF ECTOR**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Official Public Records of Ector County, Texas.

2025-00006007 DECLARATION OF RESTRICTIVE COVENANTS

03/28/2025 02:04:22 PM Total Fees: \$149.00

Recorded By: Sedona Dovel

Jennifer Martin



Jennifer Martin, County Clerk
Ector County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH
RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY
DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID
UNDER FEDERAL LAW AND IS UNENFORCEABLE.