

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS ON AND FOR
TROWER ESTATES

Preamble

This Declaration of Covenants, Conditions, and restrictions is made on November 12, 2014, at Odessa, Texas, by VIRGIL TROWER & ASSOCIATES, INC., a Texas Corporation, (referred to as "Declarant") whose mailing address is 1412 East 8th Street, Odessa, Texas 79761.

Recitals

1. Declarant is the owner of all that certain real property (the "Property") located in Ector County, Texas, now known as TROWER ESTATES, being:

TROWER ESTATES, A Replat of Lot 32, Block 18, UNIVERSITY PARK UNIT V and a Subdivision of 120.1 acres in Sections 33 and 40, Block 42, T-1-S, T&P Survey, Ector County, Texas, according to the map or plat thereof filed of record in Plat Cabinet B, Page 144 A, B, C, Ector County Plat Records and additionally including all streets, alleys, and common areas, as reflected on the plat, EXCEPT all oil, gas and other minerals.

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. The Declarant creates a maximum number of 94 units.

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 ONE
Definitions

Developer

- 1.1 "Developer" means Declarant, VIRGIL TROWER & ASSOCIATES, INC., and its successors and assigns.

Owner

- 1.2 “Owner” means the record Owner or Owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. “Owner” includes contract sellers but exclude persons having only a security interest.

Lot

- 1.3 “Lot” means any one of the Lots shown on the plat and subdivision map recorded in Plat Cabinet B. Page 144 A, B, C, of the Plat Records of Ector County, Texas (“ the Map”) on which there is or will be built a single family dwelling. Specifically, these lots are:
- | | | |
|-------------------------|---------------------|---------------------|
| Lots 1-15, Block 1; | Lots 1-12, Block 2; | Lots 1-47, Block 3; |
| Lots 1-10, Block 4; and | Lots 1-10, Block 5. | |

Golf Course Lot

- 1.4 “Golf Course Lot” means any one of the Lots 32 through and including Lot 47, Block 3, TROWER ESTATES, as shown by the map or plat thereof recorded in Plat Cabinet B. Page 144 A, B, C, of the Plat Records of Ector County, Texas .

ARTICLE TWO

Architectural Control Architectural Control

Committee

- 2.1 Developer shall designate and appoint an Architectural Control Committee consisting of not fewer than three qualified persons, who shall serve at the pleasure of the Developer. After the Developer no longer owns any Lots in TROWER ESTATES, the Architectural Control Committee shall be appointed by the remaining members of the Architectural Control Committee.

Approval of Plans and Specifications

- 2.2 The Architectural control committee must review and approve in writing all projects on the Property, including, but not limited to:
- a) Construction of any building, fence, wall, or other structure.
 - b) Any exterior addition, change or alteration in any building, fence, wall or other structure.
 - c) Any tennis court, exterior lighting, satellite dish, antenna, flagpole, and swimming pool.
 - d) Any landscaping or grading of any Lot or Lots.

Application for Approval

- 2.3 To obtain approval to do any of the work described in Paragraph 2.2, 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. All landscaping plans shall be submitted to the Architectural Control Committee prior to the commencement of the proposed work, and all landscaping must be serviced by a fully automated sprinkler system. Initially, Plans may be submitted to the committee at 1412 East 8th Street, Odessa, Texas 79761.

Standard for Review

- 2.4 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 (2) ensure the quality of external design in relation to surrounding structures and topography and (3) to ensure that same is in conformity with the design and look of TROWER ESTATES. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. Upon rejection of an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Failure of Committee to Act

- 2.5 If the Architectural Control Committee fails either to approve or reject an application for proposed work within twenty (20) days after submission, then committee approval shall not be required, and the applicant shall be deemed to have fully complied with this required, and the applicant shall be deemed to have fully complied with the Article.

Limitation of Liability

- 2.6 Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of each committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any owners or other persons or entity by reason of mistakes of judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications.

Initial members of the Architectural Control Committee

- 2.7 The initial members of the Architectural Control Committee shall be: Virgil Trower, Carmen Hinton and Tonya Brown.

ARTICLE THREE

Exterior Maintenance

- 3.1 If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter the Lot in order to repair and maintain the landscaping and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

ARTICLE FOUR

Residential Use Only

Use

- 4.1 All Lots shall be used for single-family residential purposes only, and no Lot may be subdivided.

Type of Buildings Permitted

- 4.2 No building shall be erected, altered, or permitted on any Lot other than one detached single-family dwelling with a private garage per Lot.

Design, Minimum Floor Area, and Exterior Walls

- 4.3 Any one-story residence constructed on a Lot must have a ground floor area of not less than two thousand (2,000) square feet, exclusive of open or screened porches, terraces, patios, driveways, and garages. Each residence shall have at least a two-car garage. All garages must have fully functional, automatic, door openers.
- 4.4 Any two-story residence constructed on a Lot must have a ground floor area of not less than one thousand five hundred (1,500) square feet, exclusive of open or screened porches, terraces, patios, driveways, and garages, and at least seven hundred fifty (750) square feet in the second floor.
- 4.5 All residences must have room for two off street parking spaces in the rear of the property in addition to the garage area.

Golf Course Lots

- 4.6 The owners of all Golf Course Lots must belong to the Sunset Golf Course and must pay the normal dues and fees.

Metal Buildings

- 4.7 No metal buildings may be constructed or moved onto any of the Golf Course Lots with the exception of Lot 44, Block 3, owned by Robert Duncan.

Height Restriction on Metal Buildings

- 4.8 No metal building may be more than fourteen (14) feet tall, and all metal buildings must be constructed of R-Panel or C-Panel material.

Fences Facing the Golf Course

- 4.9 All fences facing the Sunset Golf Course shall be of wrought iron construction, four (4) feet high, and shall be similar to existing fences in Trower Estates. Fences are subject to approval of the Architectural Control Committee.

Septic Systems and Water Wells

- 4.10 Septic systems shall be installed in the front yards of each lot in Trower Estates, and water wells shall be drilled in the back yards. All septic systems and wells must comply with all applicable state, county and other governmental laws, rules and regulations, and must be pre-approved by the appropriate official bodies, and said approval be submitted to the Architectural Control Committee for review.

Setback Lines

- 4.11 Setback lines are shown on the plat, and those setback lines will be enforced. No side setback lines are shown on the Plat, but unless waived in writing by the Developer or by the Architectural Control Committee, all side setback lines shall be fifteen (15) feet from the property lines.

Roofing Material and Pitch

- 4.12 Roofing material shall be approved in writing by the Architectural Control Committee.
- 4.13 The pitch of roofs in Trower Estates must be at least seven (7) inches per foot.

Easements

- 4.14 Easements for the Installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, or employees, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

Animals

- 4.15 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

Truck, Buses, and Trailers

- 4.16 No automobile, truck, bus, car, recreational vehicle, boat or trailer of any type shall be left parked in the street in front of any Lot except for short term guests and invitees and for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. Except for short term guests and invitees, (not to exceed 96 hours) no automobile, recreational vehicle, truck, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street. It is the intent of this provision that all vehicles, trailers and the like of the Owners and their respective families are properly housed in garages.

Prohibited Activities

- 4.17 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot including garage or yard sales.

Poles, Masts, and Antennas

- 4.18 No poles, masts, antennas, or satellite dishes of any type, size, or height shall be installed on any Lot unless it is within the envelope of building and approved by the Architectural Control Committee.

Landscaping

- 4.19 All open, unpaved space, including, but not limited to, side and rear buildings, shall be planted, landscaped and maintained in a manner determined to be adequate by the Declarant or Architectural Control Committee.

Noxious or Offensive Activities Prohibited

- 4.20 No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which would or may become an annoyance to the neighborhood.

ARTICLE FIVE

Reservation of Easements

- 5.1 Right of use for ingress and egress shall be available at all times over an easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

ARTICLE SIX
General Provisions Control By the Declarant

Control over the Property

- 6.1 The Declarant, or Its successor or assigns, shall have complete and full control over the Property until all lots are sold or until Declarant releases the right of control to the Architectural Control Committee.

Enforcement

- 6.2 The Developer or the Architectural Control Committee or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to enforce such violation or any other violation in the future. All waivers of any restriction must be in writing and signed by the party to be bound.

Severability

- 6.3 Invalidity of any one of these covenants by judgement or court order shall in no way affect any other provision, and all other provisions shall remain in full force effect.

Covenants running With the Land

- 6.4 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 in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefits of the Property, each Lot, and each Lot Owner.

Duration and Amendments

- 6.5 The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 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 terminations by an instrument signed by more than seventy-five (75%) percent of the Owners. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by more than seventy-five (75%) of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Deed Records, of Ector County, Texas, and all requisite governmental approvals, if any, have been obtained.

ARTICLE SEVEN
Attorney's fees

Prevailing party entitled to Attorney's Fees

- 7.1 If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recorder from the losing party reasonable expenses, attorney's fees, and costs.

ARTICLE EIGHT
Building Obligation

Two Years to Begin Building

- 8.1 The Owner of the fee simple title to any Lot in TROWER ESTATES shall begin building on approved plans on said lot in not fewer than two years from the date the deed transferring such property into his name is recorded. Building must be completed in not more than two years from the date said Owner receives written confirmation of approval of the Owner's plans by the Architectural Control Committee.

Developer's Option to Buy the Property for Failure of Owner to Build

- 8.2 In the event any Owner has not built on said property in accordance with the provisions of the Building Obligation, Number 8.1 hereof, the Developer shall have the right, but not the obligation, to Repurchase the Lot in question from the then owner, for the original sales price, whether or not the current owner was the same person or entity as the original purchaser.

Notice of Exercise of Purchase Option

- 8.3 Such repurchase shall be after a 120 day written notice, sent by certified mail, return receipt requested, by Developer to the current Owner, notifying said Owner of the exercise of such option if plans are not submitted, approved, and building commenced, by the end of said 120 day period.

ARTICLE NINE
Interpretation

Liberal Interpretation

- 9.1 This Declaration shall be liberally construed to effectuate its purpose creating a uniform plan for the property.

ARTICLE TEN
Access to Natural Gas

Natural Gas Available to Each Lot

- 10.1 Atmos Energy has agreed to provide natural gas service to each lot in the subdivision. In return, every lot in Trower Estates shall connect to a gas meter and shall install gas-appliances.

THIS DECLARATION IS EXECUTED THIS 25th day of November, 2014.

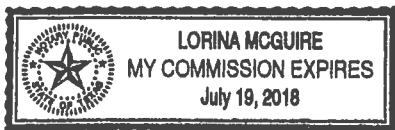
VIRGIL TROWER & ASSOCIATES, INC.

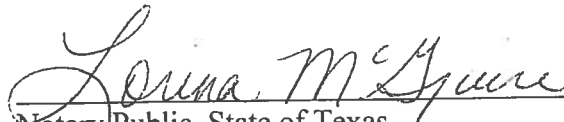

By: Virgil Trower, President

State of Texas

County of Ector

This instrument was executed before me on this the 25th day of November, 2014, by Virgil Trower, President of Virgil Trower & Associated, Inc., in the capacity herein stated.




Notary Public, State of Texas