

Midland County
Alison Haley
County Clerk
Midland, Texas 79702



70 2015 00023881

Instrument Number: 2015-23881

As

Recorded On: September 22, 2015

Recording after Aug 2005

Billable Pages: 10

Number of Pages: 11

Comment: DEC C R AND W INVESTING

(Parties listed above are for Clerks reference only)

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

Recording after Aug 2005	62.00
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

User / Station: A Hernandez - CC208d



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 duly RECORDED in the volume and page of the named RECORDS of Midland County, Texas as stamped hereon.

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. **NO 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 duly 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, Managing Member



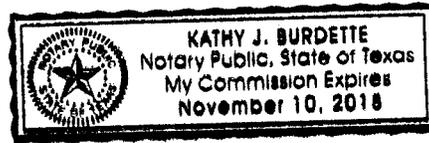
MARK WU, Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF ECTOR §

This instrument was acknowledged before me on the 27 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)

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

(SEAL)

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

Name of Notary Public, Title

personally appeared MARK Wu

Name of Signer (1)

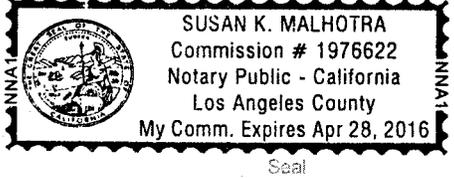
Name of Signer (2)

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 ESTATE 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) _____ Title(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)

Midland County
Alison Haley
County Clerk
Midland, Texas 79702



70 2019 00009922

Instrument Number: 2019-9922

As

Recorded On: April 08, 2019

Recording after Aug 2005

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Comment: AMENDMENT

(Parties listed above are for Clerks reference only)

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

Recording after Aug 2005	42.00
Total Recording:	42.00

***** 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:

Document Number: 2019-9922
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User / Station: C Gonzalez - CC01511

Record and Return To:

STEWART MCKEEHAN
ATTORNEY AT LAW
617 E 7TH ST
ODESSA TX 79761



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 duly RECORDED in the named RECORDS of Midland County, Texas as stamped hereon.

County Clerk
Midland County, Texas

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BATES FIELD

This Amendment to Declaration of Covenants, Conditions, and Restrictions for Bates Field (this "Amendment") is made as of March 25, 2019, by C R & W Investing, LLC ("Declarant").

Recitals

- i. Declarant is the owner of all that certain real property located in Midland County, Texas, and consisting of 231 lots in the subdivision known as Bates Field.
- ii. Declarant previously filed for record that certain Declaration of Covenants, Conditions, and Restrictions for Bates Field, dated February 20, 2015, recorded as document 2015-23881, Official Records of Midland County, Texas (the "Declaration").
- iii. Article Six, Section 6.04 of the Declaration provides that the Declarant may amend the Declaration at any time so long as the Declarant owns at least fifty percent of the Lots in Bates Field.
- iv. Declarant, owning more than fifty percent of the Lots in Bates Field, now wishes, by this instrument, to amend certain provisions of the Declaration, while leaving the remainder of the Declaration in force.

NOW, THEREFORE, the Declaration is hereby amended in the following particulars:

1.

Article 3, Section 3.01, is hereby amended as follows:

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

2.

Article Five, Section 5.05, is hereby amended as follows:

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, excluding the Declarant, who shall not be assessed for any Lot it owns;
- (g) To establish and collect special assessments for capital improvements or other purposes, to be levied against each Owner, excluding the Declarant, who shall not be assessed for any Lot it owns;
- (h) To file liens against Lot owners because of nonpayment of assessments duly 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.

3.

Article Six, Section 6.01, is hereby amended as follows:

A. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants 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.

B. Each assessment, as mentioned in Section 5.05, is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing lien on each Lot. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments.

C. A late charge of \$50.00 will be assessed for delinquent payment of assessments. Delinquent Assessments will accrue interest at the rate of 18% percent per annum. The Board may change the late charge and the interest rate.

D. If the Association complies with all applicable notice requirements, an Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

4.

Other than the amendments described in this Amendment, the Declaration is in all other respects reaffirmed and remains in full force and effect as originally filed.

C R & W Investing, LLC, a Texas limited liability company

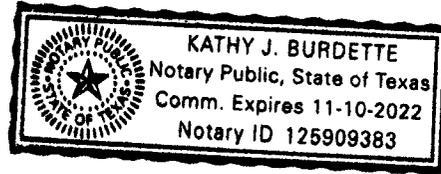
By: 
Danny Carroll, Managing Member

By: 
Mark Wu, Managing Member

STATE OF TEXAS §
 §
COUNTY OF ECTOR §

This instrument was acknowledged before me on April 13, 2019 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



STATE OF CALIFORNIA §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2019 by Mark Wu, Managing Member of C R & W Investing, LLC, a Texas limited liability company, on behalf of said company.

Pls see Attachment
Notary Public, State of California

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

On March 27, 2019 before me, Amy Yau, Notary Public
(insert name and title of the officer)

personally appeared Mark Wu,
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.

Signature *Amy Yau* (Seal)



* Attachment for Amendment to Declaration of Covenants

CTERRY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: January 21, 2019

Grantor: C R & W Investing, LLC

Grantee: Batesfield Estates Property Owners' Association of Odessa, Inc., a Texas nonprofit corporation

Grantee's Mailing Address:
2000 E. 42nd St. Ste. C310
Odessa, Texas 79762

Consideration:

TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

All of Grantor's interest in all streets, alleys, and drill sites as shown or described on the plats of:

Bates Estates Section 1, a subdivision of Midland County, Texas, according to the map or plat thereof of record in Cabinet H, Page 310 Plat Records, Midland County, Texas.

Bates Estates Section 1, Replat of Lot 1, Block 1, a subdivision of Midland County, Texas, according to the map or plat thereof of record in Cabinet K, Page 92 Plat Records, Midland County, Texas.

Bates Estates Section 2, a subdivision of Midland County, Texas, according to the map or plat thereof of record in Cabinet H, Page 371 Plat Records, Midland County, Texas.

Bates Estates Section 3, a subdivision of Midland County, Texas, according to the map or plat thereof of record in Cabinet K, Page 9, Plat Records, Midland County, Texas.

Bates Estates Section 4, a subdivision of Midland County, Texas, according to the map or plat thereof of record in Cabinet K, Page 24, Plat Records, Midland County, Texas.

This conveyance, however, is made and accepted subject to any and all restrictions, mineral reservations, mineral leases, easements, covenants and conditions, if any, relating to the hereinabove described property as the same and filed for record in the County Clerk's Office of Midland County, Texas.

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for the current year being prorated, the payment of which, Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

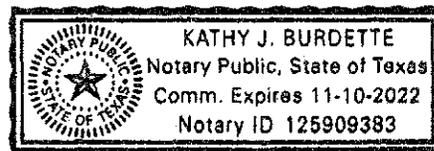
C R & W Investing, LLC

By: *Danny Carroll*
Danny Carroll Member

THE STATE OF TEXAS §
 §
COUNTY OF Midland §

The foregoing instrument was acknowledged before me on the 24 day of **January, 2020**, by Danny Carroll as Member of C R & W Investing, LLC on behalf of said company.

Kathy J. Burdette
NOTARY PUBLIC



**Midland County
Alison Haley
Midland County
Clerk**

Instrument Number: 4242

eRecording - Real Property

Recorded On: February 12, 2020 10:42 AM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$30.00

******* 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:

Document Number: 4242
Receipt Number: 20200212000074
Recorded Date/Time: February 12, 2020 10:42 AM
User: Araceli R
Station: cc10299

Record and Return To:

Corporation Service Company



**STATE OF TEXAS
COUNTY OF MIDLAND**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Midland County, Texas.

Alison Haley
Midland County Clerk
Midland County, TX



VG-63-2021-24823

Midland County
Alison Haley
Midland County Clerk

Instrument Number: 24823

Real Property Recordings

Recorded On: August 10, 2021 10:28 AM

Number of Pages: 14

" Examined and Charged as Follows: "

Total Recording: \$74.00

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

***** 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:

Document Number: 24823
Receipt Number: 20210810000072
Recorded Date/Time: August 10, 2021 10:28 AM
User: Tia H
Station: cc10294

Record and Return To:

SHULER ASSOCIATION MANAGEMENT INC
P O BOX 136
GARDENDALE TX 79758



STATE OF TEXAS
Midland County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

Alison Haley
Midland County Clerk
Midland County, TX

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed as of the date first above written.

BATESFIELD ESTATES PROPERTY OWNERS' ASSOCIATION OF ODESSA, INC.

By: *Liza Shuler*

Name: Liza Shuler

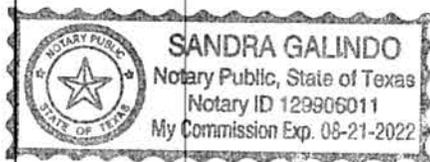
Title: Shuler Association Management, Inc., Managing Agent

THE STATE OF TEXAS §

§

COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 10 day of August, 2021, by Liza Shuler, of Shuler Association Management, Inc., the Managing Agent for Batesfield Estates Property Owners' Association of Odessa, Inc., on behalf of such Association.



Notary Public in and for the State of Texas

Sandra Galindo
Notary Public Signature

AFTER RECORDING RETURN TO:
Shuler Association Management, Inc.
P.O. Box 136
Gardendale, TX 79758

**Certificate of Formation of
BATESFIELD ESTATES PROPERTY
OWNERS' ASSOCIATION OF ODESSA, INC.,
a Texas Nonprofit Corporation**

FILED
In the Office of the
Secretary of State of Texas

JUL 21 2014

Corporations Section

1. **Name.** The name of the corporation is **Batesfield Estates Property Owners' Association of Odessa, INC.**
2. **Type of Filing Entity.** The type of filing entity being formed is a nonprofit corporation.
3. **Purpose.** The purpose for which the filing entity is formed is to be the property owners association under the Declaration of Restrictive Covenants of the Batesfield Estates subdivision.
4. **Period of Duration.** The period of duration of the filing entity is perpetual.
5. **Initial Registered Office.** The street address of the initial registered office of the filing entity and the name of its initial registered agent at that address are:

Name: Daniel Carroll
 Address: 2000 E. 42nd Street, Ste. C310, Odessa, Texas 79762

6. **Organizer.** The name and address of [the/each] organizer for the filing entity are:

Name: Jack Ladd
 Address: 3800 E. 42nd Street, Ste. 500, Odessa, TX 79762

7. **Members.** The filing entity will be composed of Members.

8. **Initial Board of Directors.** The number of directors constituting the initial board of directors is [number of directors], and their names and addresses are:

Name: Mark Wu
 Address: 319 N San Marino Ave, San Gabriel, Ca 91775

Name: Daniel Carroll
 Address: 2000 E. 42nd Street, Ste. C310, Odessa, Texas 79762

Name: Charlotte Carroll
 Address: 2000 E. 42nd Street, Ste. C310, Odessa, Texas 79762

9. **Meetings.** Any action that may be taken at a Members or board of directors meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of Members or of the board of directors as would be necessary to take that action at a meeting.

Signed on July 17, 2014.


 Jack D. Ladd

BY-LAWS
OF
BATESFIELD ESTATES PROPERTY
OWNERS' ASSOCIATION OF ODESSA, INC.

ARTICLE I

Offices

The initial principal office of the Corporation in the State of Texas shall be located at **2000 E. 42nd Street, Ste. C310, Odessa, Texas 79762**. The Corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office as required by the Texas Non-Profit Corporation Act. The registered office may be, but does not need to be, identical with the principal office in the State of Texas, and the address of the principal office and the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Section 1: Classes of Members

The Corporation shall have **one (1) class of members**. The qualifications and rights of the members of such class shall be as follows:

Members shall be those individuals who own a lot in the development known as "**Batesfield Estates**" located in Odessa, Ector County, Texas.

Section 2: Voting Rights

Each member shall be entitled to one vote on each matter submitted to a vote of the members. If a lot in "**Batesfield Estates**" is owned by more than one individual, those individuals that jointly own the lot shall be entitled to only one vote on each matter submitted to a vote of the members.

ARTICLE III

Meetings of Members

Section 1: Annual Meeting

An annual meeting of the members shall be held on March 1st in each year, at the hour of 10:00 a.m. for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

Section 2: Special Meetings

Special meetings of the members may be called by the President, the Board of Directors, or not less than twenty percent (20%) of the members having voting rights.

Section 3: Place of Meeting

The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Texas but if all of the members shall meet at any time and place, either within or without the State of Texas, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

Section 4: Notice of Meetings

Written notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these by-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail and addressed to the member at his address as it appears on the records of the Corporation, the postage thereon prepaid.

Section 5: Informal Action by Members

Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 6: Quorum

The members holding fifty-one percent (51%) of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7: Proxies

At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of execution, unless otherwise provided in the proxy.

Section 8: Manner of Acting

A majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by law or by these by-laws.

Section 9: Voting by Mail

Where Directors or officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE IV

Board of Directors

Section 1: General Powers

The affairs of the Corporation shall be managed by its Board of Directors. Directors need not be residents of the State of Texas or members of the Corporation.

Section 2: Number, Tenure and Qualifications

The number of Directors shall be three (3). Each Director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified.

Change this to 'X Amount' of lots sold and then an annual election by Members

Section 3: Regular Meetings

A regular annual meeting of the Board of Directors shall be held without other notice than this by-law, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 4: Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the board may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Board called by them.

Section 5: Notice

Notice of any special meeting of the Board of directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, the postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

Section 6: Quorum

A majority of the Board of directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: Manner of Acting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

Section 8: Vacancies

Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an

increase in the number of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 9: Compensation

Directors as such shall not receive any stated salaries for their services, but by resolution if the board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the board; but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 10: Informal Action by Directors

Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

ARTICLE V

Officers

Section 1: Officers

The officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the office of President and Secretary.

Section 2: Election and Term of Office

The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be done. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified

Section 3: Removal

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but

such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4: Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5: President

The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He or she shall preside at all meetings of the members and of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws or by statute to some other officer or agent of the Corporation; and in general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6: Vice President

In the absence of the President or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 7: Treasurer

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these by-laws; and in general perform all the duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 8: Secretary

The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with

the provisions of these by-laws or as required by law; be custodian of the corporate records; keep a register of the post office address of each member which shall be furnished to the Secretary by such member. He or she may sign, with the President or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws or by statute to some other officer or agent of the Corporation; and in general he or she shall perform all duties incident to the office of Secretary and such other duties as may be prescribed by the Board of Directors from time to time.

Section 9: Assistant Treasurers and Assistant Secretaries

If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE VI

Operation of the Property

Section 1: Determination of common Expenses and Fixing of Common Charges

The Board of Directors shall from time to time, at least annually, prepare a budget for the Corporation determining the amount of common charges payable by the members to meet the common expenses of the Corporation and allocate and assess such common charges among the members. The common expenses may include such amounts as the Board of Directors may deem proper for the operation and maintenance of the property, including without limitation, an amount for working capital of the Corporation, for general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Board of Directors shall advise all members promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all members.

Section 2: Payment of Common Charges

All members shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Directors shall determine.

Section 3: Collection of Assessment

The Board of Directors shall assess common charges against the members from time to time and at least annually and shall take prompt action to collect any common charges due from any member which remains unpaid for more than 30 days from the due date for payment thereof. All sums assessed by resolution duly adopted by the Board of Directors against any lot shall constitute the personal liability of the owner of the lot so assessed and shall until full paid, together with interest thereon at the maximum rate allowed by law from the 30th day following the adoption of such resolution, constitute a charge against such lot which shall be enforceable as provided in Section 4 of this Article VI.

Section 4: Default in Payment of Common Charges

If any such common charge remains unpaid for more than 30 days from the due date for payment thereof, the Board of Directors on behalf of the Corporation, may bring legal action against the member personally obligated to pay the same by filing a complaint in a civil action in the court of applicable jurisdiction for the full amount of said debts, including interest. See G(10) in the Restrictive Covenants. Any judgment rendered against a lot and its owner shall be enforceable in the same manner as is otherwise provided by law, and shall constitute a lien against such lot. In the event of default in the payment of assessments hereunder, the Board of Directors shall be entitled to pursue any and all remedies afforded at law or in equity, including without limitation, the right to foreclose the Corporation's lien against the lot owner for the collection of such as a debt. The Corporation shall have the power to bid in the lot at any such foreclosure or other public sale, and to acquire, hold, lease, mortgage or convey same.

Section 5: Statement of Common Charges

The Board of Directors shall promptly provide any member with a written statement of all unpaid common charges due from such member.

Section 6: Maintenance and Repair

The maintenance and repairs of all common elements shall be the responsibility of the Board of Directors unless the maintenance and repairs are necessitated by the negligence, misuses, and/or neglect of a member or his agent or employee. Each member shall be responsible for all damages to any and all common elements, cause by his negligent or willful act or those by his agents or employees.

Any repairs made by the Board of Directors shall be charged to all members as a common expense. In the event that repairs or maintenance shall be completed by the Board but are the responsibility of a member then the Board shall have the same rights in the collection of said expenses as if they were any other common expense provided for under these By-Laws.

ARTICLE VII

Contracts, Checks, Deposits and Funds

Section 1: Contracts

The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2: Checks, Drafts, etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Corporation.

Section 3: Deposits

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4: Gifts

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VIII

Books and Records

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member, or his agent or attorney, for any property purpose at any reasonable time.

ARTICLE IX

Fiscal Year

The fiscal year of the Corporation shall begin on January 1 and end on December 31st in each year.

ARTICLE X

Waiver of Notice

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the articles of incorporation or the by-laws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

Amendments to By-Laws

These by-laws may be altered, amended or repealed and new by-laws may be adopted by majority of the Directors present at any regular meeting or at any special meeting, if at least two days written notice is given of intention to alter, amend or repeal or to adopt new by-laws at such meeting.

ARTICLE XII

Adoption of By-Laws

The foregoing initial By-Laws of this Corporation are hereby adopted by the undersigned, being all the Directors of such Corporation named in the Articles of Incorporation on July 21, 2014.

[Signature]

[Signature]

[Signature]



VG-41-2021-27475

Midland County
Alison Haley
Midland County Clerk

Instrument Number: 27475

Real Property Recordings

Recorded On: September 01, 2021 03:44 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$30.00

***** 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:

Document Number: 27475
Receipt Number: 20210901000165
Recorded Date/Time: September 01, 2021 03:44 PM
User: Cristina G
Station: cc10286

Record and Return To:

SHULER ASSOCIATION MANAGEMENT INC
P.O. BOX 136
GARDENDALE TX 79758



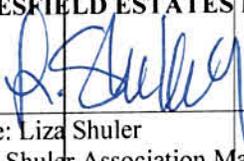
STATE OF TEXAS
Midland County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

Alison Haley
Midland County Clerk
Midland County, TX

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed as of the date first above written.

BATESFIELD ESTATES PROPERTY OWNERS' ASSOCIATION OF ODESSA, INC.

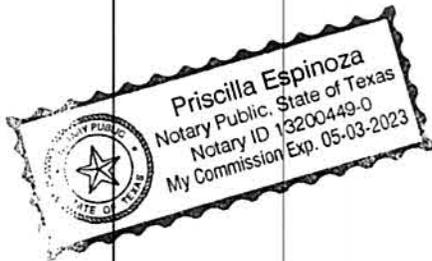
By: 
Name: Liza Shuler
Title: Shuler Association Management, Inc., Managing Agent

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 15th day of September, 2021, by Liza Shuler, of Shuler Association Management, Inc., the Managing Agent for Batesfield Estates Property Owners' Association of Odessa, Inc., on behalf of such Association.

Notary Public in and for the State of Texas


Notary Public Signature



AFTER RECORDING RETURN TO:
Shuler Association Management, Inc.
P.O. Box 136
Gardendale, TX 79758

**PROPERTY OWNERS' ASSOCIATION 2nd AMENDED MANAGEMENT CERTIFICATE FOR
BATESFIELD ESTATES PROPERTY OWNERS' ASSOCIATION OF ODESSA, INC.**

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code.
This amends all prior Management Certificates filed for this association

Per Texas Property Code 209.004 (effective September 1, 2021) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate"

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

1. Name of Subdivision: Batesfield Estates Property Owners' Association of Odessa, Inc.
2. Subdivision Location: Midland County
3. Name of Homeowners' Association: Batesfield Estates Property Owners' Association of Odessa, Inc., a Texas Nonprofit Corporation
4. Recording Data for Association: Instrument Number 2015-10073, Plat Records Cabinet K, Page 9; Instrument Number 2017-14065, Plat Records Cabinet K, Page 9; Instrument Number 2018-7124, Plat Records Cabinet K, Page 9; Instrument Number 2018-19476, Plat Records Cabinet K, Page 9; Instrument Number 2019-29411, Plat Records Cabinet K, Page 9, recorded in the Official Public Records of Midland County, Texas.
5. Recording Data for Declaration: Declaration of Community Guidelines Covenants, Conditions, Restrictions are recorded as Instrument Number 2015-23881; Amended and Restated Declaration are recorded as Instrument Number 2019-9922, recorded in the Official Public Records of Midland County, Texas.
6. Certificate of Formation filed with the Secretary of the State of Texas is recorded as Instrument Number 2021-24823.

Bylaws are recorded as Instrument Number 2021-24823.

7. **Resolutions/Policies/ Guidelines: All are attached to this Certificate.**

Email Registration Resolution
Membership Voting Policy
Conflict of Interest Policy
Records Retention Policy
Records Inspection Policy
Payment Plan Resolution
Payment Plan Resolution/Application of Payments Resolution/Collection Schedule/Resolution
Collection Schedule
Violation Enforcement Resolution
Violation Enforcement Schedule for Lot Maintenance/Force Maintenance

8. Property Resales/Transfer Fees:

Statement of Account:	\$99.00
Resale Certificate:	\$100.00
Transfer Fee:	\$110.00

9. Mailing Address and Contact Information for the Association and the Managing Agent:

Shuler Association Management, Inc.
P.O. Box 136
Gardendale, TX 79758
(432) 385-9657
lizashuler@gmail.com
shuleram.com

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of said Association, together with obtaining an official Resale Certificate and perform a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION THAT IS SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SAID SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SAID SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SAID SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed as of the date first above written.

BATESFIELD ESTATES PROPERTY OWNERS' ASSOCIATION OF ODESSA, INC.

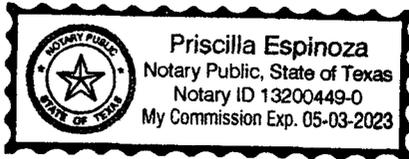
By: *Liza Shuler*
Name: Liza Shuler
Title: Shuler Association Management, Inc., Managing Agent

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 14th day of September, 2021, by Liza Shuler, of Shuler Association Management, Inc., the Managing Agent for Batesfield Estates Property Owners' Association of Odessa, Inc., on behalf of such Association.

Notary Public in and for the State of Texas

Priscilla Espinoza
Notary Public Signature



AFTER RECORDING RETURN TO:
Shuler Association Management, Inc.
P.O. Box 136
Gardendale, TX 79758

**E-mail Registration Resolution for the
Batesfield Estates Property Owners' Association of Odessa, Inc.**

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

WHEREAS, The Batesfield Estates Property Owners' Association of Odessa, Inc., a Texas Non-Profit Corporation (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0051 (e)(2)(B) of the TEXAS PROPERTY CODE provides that the Association may send the required notice of a meeting of the Association's Board of Directors (the "Board") by e-mail to each owner who has registered an e-mail address with the Association;

WHEREAS, pursuant to Section 209.0051 (f), it is an owner's duty to keep an updated e-mail address registered with the Association;

NOW THEREFORE, the Board has duly adopted the following "E-mail Registration Resolution" (the "Resolution"):

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices pursuant to Section 209.0051 (e)(2)(B) when: (1) the owner has completed the registration form available at www.ShulerAM.com that is required to gain online access to the Association's website; and (2) the owner has received confirmation that said submission has been received and approved.
- 2.) For an owner to receive notices pursuant to Section 209.0051 (e)(2)(B), the registration form must be completed and submitted after August 31, 2021.
- 3.) No other form of e-mail registration shall be accepted for the purpose of communication notices under Section 209.0051 (e)(2)(B) regardless of whether said e-mail address has been previously used for communications to or from the Association.

EFFECTIVE DATE: August 31, 2021

Authorized Board Member Signature: *Raul Baeyz* Dare: 9/13/21

**Membership Voting Policy for the
Batesfield Estates Property Owners' Association of Odessa, Inc.**

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This Membership Voting Policy (the "Policy") for the Batesfield Estates Property Owners' Association of Odessa, Inc., is adopted by the Batesfield Estates Property Owners' Association of Odessa, Inc., (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, membership voting is governed in whole or in part by Sections 2009.0058, 209.0059, 209.00593, and 209.0054 of TEXAS PROPERTY CODE (the "Voting Requirements"), and;

WHEREAS, the Association may adopt policies and rules to help facilitate the provisions outlined in the Voting Requirements.

NOW THEREFORE, the Association's Board of Directors (the Board) hereby adopts a Membership Voting Policy as follows:

- 1.) The Association shall have the sole authority to promulgate all ballots, absentee ballots, proxy forms, or other instruments ("Voting Instruments") for use in Association wide votes or elections and the Association may not accept any other form of these instruments in connection with an Association vote or election.
- 2.) The Association may include copies of Voting Instruments for use in Association wide votes or elections in the notice of said meeting. Members shall otherwise be entitled to obtain from the Association copies of said unexecuted Voting Instruments.
- 3.) All Voting Instruments must be signed and dated by the member executing said instrument. Unsigned or undated instruments may be deemed invalid and may not be counted toward quorum and/or totals in a vote or election.
- 4.) Voting Instruments may be submitted to the Association electronically, by mail, or in person no later than one business day prior to the election or vote to which they pertain. Voting Instruments may also be submitted at the meeting to which they pertain prior to the close of voting.
- 5.) Electronic submission of executed Voting Instruments may include e-mail submission or facsimile transmission of said voting Instrument to the respective email address or fax number listed for such purpose on said instrument promulgated by the Association. Electronic submission of said Voting Instruments shall also include an electronic transmission made through a secured exchange available through the Association's website.
- 6.) Voting Instruments may also be mailed to the principal office address of the Association as listed on the Voting Instrument. If mailing, Voting Instruments must be received not later than one business day prior to the Election or Vote to which they pertain.
- 7.) Votes cast by proxy may only be cast in person by the proxy holder at the meeting for which said proxy is effective.

EFFECTIVE DATE: August 31, 2021

Authorized Board Member Signature: *Raul Baeyr* Date: 9/13/21

**Records Retention Policy for the
Batesfield Estates Property Owners' Association of Odessa, Inc.,**

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This Records Retention Policy (The "Policy") for the Batesfield Estates Property Owners' Association of Odessa, Inc., is adopted by the Batesfield Estates Property Owners' Association of Odessa, Inc., (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Association's Board of Directors (the "Board") on August 31, 2021.

NOW THEREFORE, the Association hereby adopts a Records Retention schedule as follows:

- 1.) Certificates of formation, articles of incorporation, bylaws, restrictive covenants, and all amendments to certificates of formation, bylaws and covenants shall be retained permanently at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 2.) Financial books and records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 3.) Account records of current owners shall be retained for five years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 4.) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 5.) Minutes of meetings of the owners and the Board shall be retained for seven years at the Association's principal office address, electronically or in a stage facility as deemed appropriate by the Board.
- 6.) Tax return and audit records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.

Documents not specifically listed above will be retained for the time period of the documents most closely related to those listed in the above schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the identified time period.

The custodian of the records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EFFECTIVE DATE: August 31, 2021

Authorized Board Member Signature: *Raul Boyer* Date: 9/13/21

**Records Inspection Policy for the
Batesfield Estates Property Owners' Association of Odessa, Inc.**

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This Records Inspection Policy (the "Policy") is adopted by the Batesfield Estates Property Owners' Association of Odessa, Inc., (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Batesfield Estates Property Owners' Association of Odessa, Inc., Association's Board of Directors (the "Board") on August 31, 2021.

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Boards, are limited to:
 - a. A member of the Association as evidence by a deed, deed of trust, or provision within the declaration or;
 - b. the agent, attorney, or certified public account designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designation said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
 - a. Be submitted in writing by certified mail, return receipt requested to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
 - b. describe in detail each record requested including the fiscal year to which said record relates;
 - c. contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
 - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
 - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30-days from the date the records were delivered.
 - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice was sent to the owner, may be added to the owner's account as an assessment. If the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.
- 6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

EFFECTIVE DATE: August 31, 2021
Authorized Board Member Signature:

Raul Baeza

Date: 9/13/21

**Payment Plan Resolution for the
Batesfield Estates Property Owners' Association of Odessa, Inc.**

5.) Default

- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current.
- b. There is no opportunity to cure a default under a Payment Plan.
- c. While an owner is in default of a Payment Plan issued pursuant to their Policy, Payment by the owner shall be applied in the manner specified in the written Payment Plan agreement.

EFFECTIVE DATE: August 31, 2021

Authorized Board Member Signature: Paul Bayn Date: 9/13/21

Single Family

**Batesfield Estates Property Owner's Association of Odessa, Inc.
Collection Schedule**

Collection Action *	Late Charge	Administrative Fee	Other Fees
1 st Notice: Courtesy Notice (30 Days Past Due_) Letter generated and mailed to owner with deadline to pay and intent to charge a \$50 Statutory Notice Fee charged to account	Per governing documents	\$20	N/A Letter Sent certified mail and regular mail.
2 nd Notice: 209 Notice (75 Days Past Due) 209 Notice: 45-day cure notice is sent to owner. 209 compliant notices generated. Letter sent with itemization of charges and copy of collection schedule explaining potential fees charged if total balance not paid in full by due date. Balance forwards, if necessary, attached to billing statement. Intent to hand deliver and charge a \$75 hand delivery charge if not paid by due date.	Per governing documents	\$20	\$50 Statutory Notice fee charged to owner's account Letter sent certified mail.
3 rd Notice: Notice of hand delivery (105 Days Past Due) Letter generated and mailed to owner with deadline to pay. Letter also sent via courier to hand deliver to resident.	Per governing documents	\$20 Fee	\$75 Hand Delivery Fee Charged to owner's account Letter sent via regular usps mail and courier hand delivery.
4 th Notice: Notice with intent to Turnover to Collection Agency/Attorney (135 Days Past Due) Letter generated and mailed to owner with deadline to pay. PACER search done looking for all listed owners of the property. All pending bankruptcies or active litigation involving owner researched for financial situation of owner and to determine if the property is at risk for foreclosure by another entity superior to HOA. Settlement offer/discount of 10% off Collection/admin fees if owner pays balance in full by due date.	Per governing documents	\$20 Fee	\$150 Escalated Property Processing fee charged to owner's account. Letter sent via certified mail
5 th Notice - Account Sent to attorney – Board Approval Needed (180 Days Past Due) Title search completed to confirm ownership and mailing address for property. 209 Notice checked for accuracy. Tracking information and signature for 209 notices pulled and provided to attorney. Search for any existing liens against the property and provided to attorney if applicable. Transaction history pulled and provided to attorney. Legal work	Per governing documents	\$20 Fee	\$90 fee to process file to third party debt collector/attorney. Owner is responsible for all attorneys' fees/court costs paid by and/or charged to the Association. Does require board approval. Letter sent via certified mail and regular USPS mail.

Single Family

<p>order generated to provide attorney any pertinent information on the owner's file. Correspondence reviewed for any contact with owner regarding payments, pending sales and refinances, or pending payment plan requests.</p>			
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Collection Action: The first notice is sent after the late date per the governing documents. The second and subsequent notices are sent roughly thirty days apart from each other each requiring a payment due date before the next step in the collection process takes place. If a homeowner pays in full before the payment due date, then collection action will cease on owner's account.

Priority of Payments: Interest shall bear on a late account per the governing documents of the Association. Payment on a delinquent account shall be applied Per Texas Property Code 209.0063. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on an owner's account

General Policy: All fees/charges paid by the Association in connection with the collection of a homeowner's account shall be reimbursed by the homeowner. "Non-sufficient funds" (NSF) and/or "stop payment" checks shall be assessed a charge of \$25.00 paid to the HOA and reimbursed by the homeowner.

The monthly Admin Fee/Other Fees are charged to the homeowners account each month the account remains delinquent and is paid to management company by the HOA at the time services are rendered and charged to the homeowners account for reimbursement of charges incurred.

Payment Plans: Payment plans shall be approved by the Association pursuant to Section 209.0064 of The Texas Property Code. The Association is not required to offer a payment plan to an owner after the forty -five (45) day period, to pay the past due balance if the final notice has expired. Please see Payment Plan Resolution for the Batesfield Estates Property Owner's Association of Odessa, Inc., for full disclosure.

- A Payment Plan shall have a minimum term of not less than 3 months.
- Association may use its discretion to determine the maximum term of a payment plan'
- Despite the foregoing, the Association may not allow a Payment Plan for any amount that extends more than 18n months from the date of the owner's request for a payment plan.
- Association may require a good faith payment of not more than 25% prior to commencing a payment plan.
- Any eligible owner shall be allowed, without deliberation by the Board, to pay a delinquent balance in up to 12 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan
- Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish the Board to consider, and the Board may approve or disapprove such Payment Plan, in its sole discretion; and,
- If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Board shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.
- All Payment Plans must be in writing and signed by the owner entering said Payment Plan
- Homeowners shall be required to sign an agreement and abide by it. If a homeowner does not abide by the agreement, then the homeowner shall be immediately turned over the Association's attorney for collection unless management decides to waive this provision because of extenuating circumstances.
- Administrative fee of \$10 per month will be applied to all payment plan requests and will be paid by the Association when services are rendered, and then reimbursed by the homeowner when balance is paid.

Other: This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

Violation Enforcement Resolution for the Batesfield Estates Property Owners' Association of Odessa, Inc.

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

Pursuant to the Declaration of the Protective Covenants of the Batesfield Estates Property Owners' Association of Odessa, Inc., (referred to as the "Association") a Texas non-profit corporation, the Directors of the Batesfield Estates Property Owners' Association of Odessa, Inc., (referred to as the "Board") consent to the adoption of the following resolutions:

RE: Violation Enforcement Schedule/Resolution
Violation Enforcement Schedule/Resolution for Lot Maintenance/Force Maintenance

WHEREAS:

1. The Board of Directors is empowered to enforce the Covenants, Conditions and Restrictions of the Covenants, Bylaws and any rules and regulations of the Association,
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs

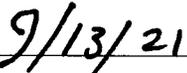
BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Violation Enforcement Schedule/Resolution and the Violation Enforcement Schedule/Resolution for Lot Maintenance/Force Maintenance to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy conflicts with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.
2. All rules of the Association shall be enforced.
3. The Violation Schedules (attached) shall be the Association's Resolutions of enforcement for all Covenants, Conditions, and Restriction Violations.

EFFECTIVE: August 31, 2021



Authorized Board Member:



Date

Amended Violation Enforcement Schedule for Batesfield Estates Property Owners' Association of Odessa, Inc.

STATUS	VIOLATION PROCEDURE	ACTION REQUIRED	NOTES
Level 1: 1st Sighting/Notice	Send Courtesy 209.006 Notice and Opportunity to Cure w/intent to fine fifty (50) dollars if not resolved within thirty (30) days from this notice.	30 Days to correct/resolve Violation	209.006 Certified Mail "Notice and Opportunity to Cure". Fine- \$0 Fee - \$0
1 st Sighting/notification of Violation	Notice sent Certified Mail and regular mail.		
Level 2: 2nd Sighting/Notice	Send Second Notice with notice of applied fine of fifty (50) dollars and intent to fine an additional one hundred (100) Dollars if not resolved within ten (10) days from this notice.	10 days to correct/resolve Violation	Fine - \$50 Fee - \$0
Violation was not resolved within 30 Days/No application for an extension received	Notice sent Certified Mail		
Level 3: 3rd Sighting/Notice	Send 3rd Notice with notice of applied fine of one hundred (100) dollars and intent to fine an additional two hundred (200) dollars if not resolved within 10 days from this notice.	10 days to correct/resolve Violation	Fine - \$100 Fee - \$0
Violation was not resolved within 10 days/No application for an extension	Notice sent Certified mail and regular mail.		
Level 4: Final Notice	Send Final 209 Notice of applied fine of \$200.00 and Notice advising account is being sent to attorney in 30 days if violation not resolved.	Final 30 days to resolve prior to sending account to attorney.	Fine - \$200 Legal Fees if applicable
No request for an extension. Account sent to HOA's attorney	Send final letter advising account was sent to the HOA's attorney to correct the violation through the court system due to failure to cure. Notice sent Certified Mail.		Accounts sent to attorney will require majority of the board's approval via email and/or board meeting during executive session.

General Policy

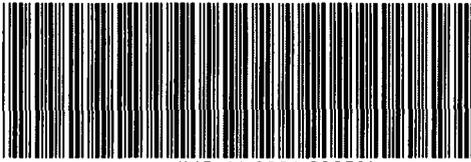
If a homeowner contacts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. Extension requests longer than 30 days will require that member send in a written request via email or regular mail and review of Board for approval. If the homeowner does not cure the violation after the extension period, the process will be resumed at the last level of the schedule, up to and including referral to the HOA's Attorney.

Forced Maintenance Procedure

It is the option of the Board of Directors to decide when and if an account is Forced Maintenance and/or escalated to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office, the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien and take legal action if needed.

Other

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice, including increase of the Forced Maintenance Fee. Homeowners are advised that they should contact the management company to request the most recent version of this policy, if they have a question, and/or need an extended amount of time to cure the violation, or assistance in making payment arrangements. Please note: notice of violation to include, but not limited to grass, weeds, siding, unapproved improvements, vegetation, fences, & other violations within the CC&R's.



VG-41-2021-28650

**Midland County
Alison Haley
Midland County Clerk**

Instrument Number: 28650

Real Property Recordings

Recorded On: September 14, 2021 02:18 PM

Number of Pages: 17

" Examined and Charged as Follows: "

Total Recording: \$86.00

******* 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:

Document Number: 28650
Receipt Number: 20210914000117
Recorded Date/Time: September 14, 2021 02:18 PM
User: Tia H
Station: cc10299

Record and Return To:

SHULER ASSOCIATION MANAGEMENT INC
P.O. BOX 136

GARDENDALE TX 79758



**STATE OF TEXAS
Midland County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

Alison Haley
Midland County Clerk
Midland County, TX

Batesfield Estates Property Owner's Association of Odessa, Inc

Violation Enforcement Schedule/Policy for Section 3.11 Large Trucks, Buses, and Trailers

STATE OF TEXAS

;

COUNTY OF Midland

Pursuant to the Bylaws of the Batesfield Estates Property Owner's Association of Odessa, Inc., located in Midland County (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the, a Texas non-profit corporation, Batesfield Estates Property Owner's Association of Odessa, Inc., consent to the adoption of the following resolution:

RE: Violation Enforcement Schedule/Policy for Section 3.11 Large Trucks, Buses, and Trailers

WHEREAS:

- 1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association,
- 2. It is the Board's duty to use its best efforts to assure that said enforcement occurs BE

RESOLVED THAT:

The Board of Directors hereby adopts this Violation Enforcement Schedule/Policy for Section 3.11 Large Trucks, Buses, and Trailers to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

- 1. All rules of the Association shall be enforced
- 2. The Violation Enforcement Schedule/Policy (attached) shall be the Association's policy of enforcement for Section 3.11 Large Trucks, Buses, and Trailers
- 3. EFFECTIVE: October 01, 2022


Authorized Board Member

10/01/2022
Date

Violation Enforcement Schedule/Policy for Section 3.11 Large Trucks, Buses, and Trailers

Batesfield Estates Property Owner's Association of Odessa, Inc

Violation Procedure	Status	Action Required
1 st Sighting or Report of Violation –	PC 209 Letter - Send written forty-five (45) day notice of the violation of Section 3.11 Large Trucks, Buses, and Trailers/	Member has Forty-five (45) days from the date of letter to correct and/or eliminate the violation or Fine of Seven Hundred Fifty Dollars (\$750) will be assessed and legal action taken. Notice mailed both regular USPS Mail and USPS Certified Mail.
2 nd /Final sighting or Report of Violation-	Notice sent of Seven Hundred Fifty Dollar (\$750) Fine assessed, and account being referred to attorney for legal action due to failure to comply.	<p>Approximately fifty (50) days after first sighting, follow-up inspection will be performed. If violation still not cured, fine of \$750 will be assessed and account sent to attorney.</p> <p>Will require Board Vote prior to forwarding to attorney. Letter sent via regular USPS Mail and USPS Certified Mail. Member will be responsible for Legal fees per Texas PC 209.</p>

General Policy

If a homeowner contacts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period, the homeowner will be immediately referred to the attorney. Management will consult with board on all extension requests for approval.

Legal Action Procedure

It is the option of the Board of Directors to decide when and if an account goes to the attorney the decision to escalate an account to the attorney may be based on violation severity, prior violation history or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office, the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid, the attorney shall file a notice of lien/suit.

Other

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Members are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.



VG-41-2022-33879

Midland County
Alison Haley
Midland County Clerk

Instrument Number: 33879

Real Property Recordings

Recorded On: December 05, 2022 02:30 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$42.00

***** 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:

Document Number: 33879
Receipt Number: 20221205000140
Recorded Date/Time: December 05, 2022 02:30 PM
User: Amanda D
Station: cc10297

Record and Return To:

SHULER ASSOCIATION MANAGEMENT INC
P.O. BOX 136
GARDENDALE TX 79758



STATE OF TEXAS
Midland County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

Alison Haley
Midland County Clerk
Midland County, TX



CC&R Fine Schedule

The Batesfield Estates Property Owners Association (POA) has the right to enforce the Association’s Governing Documents pursuant to the CC&Rs. This right includes requesting the violator to cease the offending action, suspending the owner’s membership rights, specially assessing the owner, fining the violator, and taking legal action against the violator. Once the Board of Directors is aware of a violation, the Board will investigate the allegation and may take appropriate action against the owner. However, nothing in this section obligates or requires the Board of Directors or its authorized committee to take any action against an individual resident. Individual owners also have the right to enforce the governing documents on their own.

Due Process: Prior to the imposition of any fine or individual assessment, the property owner shall be given notice, a window of compliance and an opportunity to appeal in writing to the Board of Directors or appropriate committee for an extension.

Description of Violation	Time to Cure Violation	Initial Fine	Daily Continual Fine
3.2 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 Architectural Control Committee.	Fine assessed upon discovery.	A one time fine of \$5.00 per SF will be assessed to any structure erected without ACC approval. Any structure that does not comply with the standards assessed by the ACC will be fined \$10/day until the structure complies.	
3.4 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 .	30 days	\$250.00	\$25.00
3.6 No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.	48 hours	\$100.00	\$10.00
3.7 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.	24 hours	\$350.00	\$30.00
3.8 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.	48 hours	\$100.00	\$10.00
3.9 No Lot shall be used or maintained as a dumping ground for rubbish or trash (this includes open storage). All garbage and other waste shall be kept in sanitary containers. All properties shall be kept reasonably free from sources of insect, vermin and rodent breeding, harborage and infestation. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.	48 hours	\$100.00	\$10.00

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 or livestock shall be raised, bred or kept on any Lot. NO 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. From the Additional Rules Amendment: Each lot may have up to 8 chickens as long as they are kept in a coop no less than 5'x5'.	48 hours	\$300.00	\$20.00
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.	24 hours	\$500.00	\$50.00
3.12 No trade, professional business, or commercial activity to which the general public is invited shall be conducted on any Lot.	48 hours	\$100.00	\$10.00
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. (This includes junk cars as described in State of Texas Transportation Code 683.072 defines a junk vehicle declared to be a public nuisance as a junked vehicle, including a part of a junked vehicle that is visible at any time of the year from a public place or public right-of-way	24 hours	\$250.00	\$20.00
3.17 No swimming pools, other than a child's portable wading pool, shall be permitted in the front yard of any Lot.	24 hours	\$100.00	\$10.00
From the Amended Additional Rules Page:			
All underpinning must be hardy board siding. No Vinyl siding on home other structures. (underpinning must be installed within 10 days of residency)	14 days	\$200.00	\$20.00
An improved driveway must be installed (gravel, rock, cement). Please see the diagram provided at closing. There will be no parking in the yard or on the street.	30 days	\$200.00	\$20.00
Fencing behind the residence must be solid privacy style fence. Fencing in the back must be at least 6 feet tall. Fencing in the front of the residence can be any style of fence, no more than 4 feet tall.	30 days	\$350.00	\$20.00

Fines will be levied continually until the violation is cured. Property owner will be invoiced via email. Any fines not paid within 90 days become a lien against the owner's property and legal action may result. The property owner shall be responsible for all fines, accrued late charges, and/or legal fees or costs that may be incurred.



Batesfield Estates Property Owners' Association of Texas, Inc

Additional Rules to the POA

I have received and read a copy of the map and the HOA Declarations of Covenants, Conditions and Restrictions for Batesfield Estates POA.

Residential Use Only. No business of any kind.

As of 3/23/2016, All underpinning or skirting must be Hardy Board Siding or better. No Vinyl or metal siding on home.

You can have a up to 6 cats or dogs.

You may have a maximum of 2 horses per 1-acre lot.

You may have 8 chickens, if you put up a 5 x 5 coop per lot.

You must put in a driveway of some material as well as specify a parking area. The driveway can be dirt, gravel, rock or cement but must be clearly marked as the driveway.

You must designate and mark the parking area. No parking outside of the designated parking area, such as in the yard or on the grass.

You must request and receive approval from the Architectural Control Committee (ACC) before building anything on the lot. Your request should include detailed plans that include a photo of the item if possible, detail the purpose and use of the item. Shape, height, materials, colors and location should be specified.

You may email the information to BatesHOA@yahoo.com. (We should provide another method of contact.)

Absolutely No!! 18 Wheelers / Semi Trucks / Vehicles over GVW 33,000 lbs.

Signed _____ Date _____

Signed _____ Date _____