

**Declaration of Covenants, Conditions, and Restrictions
for certain lots in CASTLE RIDGE ESTATES, 2nd FILING, PHASE II**

PREAMBLE

This Declaration of Covenants, Conditions, and Restrictions is made on October 10, 2012, in Odessa, Ector County, Texas, by **ELDON BLOUNT CONSTRUCTION CO., INC.** ("Declarant"), whose mailing address is 6960 Willow Bend, Odessa, Ector County, Texas 79762.

RECITALS

1. Declarant is the owner of all that certain real property ("the Property" or "the Lots") located in Ector County, Texas, described as follows:

Lots 1- 6, Block 11, and Lots 5-15, Block 13, CASTLE RIDGE ESTATES, 2nd FILING, PHASE II, an Addition to the City of Odessa, Ector County, Texas, according to the map or plat thereof of record in Cabinet B, Page 95-A, Plat Records, Ector County, Texas; EXCEPT all oil, gas and other minerals as heretofore reserved by prior grantors.

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

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property and its neighborhood, as well as 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 restrictions, covenants, and conditions.

ARTICLE ONE

Definitions

1.01. "Declarant" means Eldon Blount Construction Co., Inc., and its successors and assigns.

1.02. "Lot" means each of the Lots of land described hereinabove in Paragraph 1 which are located in the Castle Ridge Addition to Odessa, Ector County, Texas, on which there is or will be built a single family dwelling.

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 on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

ARTICLE TWO

Construction of Fences on Rear Lot Lines

2.01. Fences. Each Lot shall have a fence of cinder block construction erected on its rear property line. Each fence must be capped. The height of each fence must be least six (6) feet, not including the height of its cap.

2.02. Approval of Plans and Specifications. The Declarant or its designated assigns must review and approve in writing the plans for the erection of a fence on any of the Lots prior to the commencement of construction.

2.03. Application for Approval. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the Declarant or its assignee 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.

2.04. Standard for Review. The Declarant or its assignee 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 Declarant or its assignee shall have broad, discretionary authority to interpret and apply these standards.

2.05. Enforcement. Developer 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.

2.06. Covenants Running With the Land. 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.

2.07. Attorneys' Fees. 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.

This Declaration is executed this the 10th day of October, 2012, at Odessa, Texas.

ELDON BLOUNT CONSTRUCTION CO., INC.

BY: William Eldon Blount Jr.
William Eldon Blount, Jr., President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF ECTOR §

This instrument was acknowledged before me on October 10, 2012 by William Eldon Blount, Jr., President of ELDON BLOUNT CONSTRUCTION CO., INC., a Texas corporation on behalf of said corporation.



Brandi Felker
Notary Public, State of Texas

Printed Name Brandi Felker

My commission expires: 8/9/16