

COMMERCIAL RESTRICTIONS AND RESERVATIONS

THE STATE OF TEXAS §
COUNTY OF VICTORIA §

THAT, BGS DEVELOPMENT, LLC a Texas Limited Liability Company acting herein by and through its duly authorized officers, hereinafter called "Grantor", being the owner of the real property that has been platted into a subdivision known as "BGS DEVELOPMENT, PHASE I" according to the plat recorded in Volume 8, Page 162C, Plat Records of Victoria County Texas, and desiring to create and carry out a uniform plan for the improvement, development, sale and use of all of the lots in the subdivision, for the benefit of the present and future owners of the lots in the Subdivision and certain neighboring properties described in Exhibit "A", DOES HEREBY ADOPT AND ESTABLISH THE FOLLOWING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, AND STIPULATIONS APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION OR DEVELOPMENT AND LOTS THEREIN

I RESERVATIONS

A Title to the roadways and easements shown on the plat are hereby expressly reserved and retained by Grantor, for access to the adjoining properties and for furnishing utilities to such adjoining properties

B Grantor reserves the right to impose further restrictions and dedicate easements and rights-of-way with respect to such lots which have not been sold by Grantor, by instrument recorded in the office of the County Clerk of Victoria County or by express provisions in conveyances.

C Subject to the foregoing, Grantor hereby DEDICATES TO THE USE OF THE PUBLIC all streets, drives, boulevards and other roadways and all easements shown on the recorded plat of the Subdivision, provided, however, that the use thereof by any utility company is limited to public utility companies having the right of eminent domain and having agreements in writing with Grantor for the proper provision of utility services

D All conveyances by Grantor will be of the surface only, and Grantor hereby reserves all oil, gas and other minerals. All future conveyances will be construed as subject to this reservation of the oil, gas and other minerals, whether or not expressly mentioned

II RESTRICTIONS

1 No portion of the area or lots affected by these restrictions shall ever be used or occupied for a wrecking or junk yard, or place for storage, sale or processing of salvage waste or surplus materials; or a place or business that repairs, constructs, or utilizes derricks, workover on drilling rigs (onfield or water), or for any use which constitutes a special hazardous occupancy; or for any use of which is noxious or offensive by reason of dust, odor, gas or fumes which extend beyond the limits of the site on which same originate, or for any use which may constitute a nuisance. Any small amount of junk or debris that may be generated through normal business activities allowed hereby, and any accessories, parts or objects used with cars, boats, buses, trucks, trailers, equipment, or the like, shall be kept behind an 8 foot privacy fence. All trash, garbage or waste matter shall be kept in adequate containers with tight fitting lids which shall be maintained in a clean and sanitary condition, and such containers shall be kept within an enclosed 8 foot privacy fenced cover, on

CROSSROADS ABST. & TITLE
GF # 36234

the front 50 feet of the property. All hazardous wastes generated from a business on the property must be disposed of in accordance with applicable government regulations

2. Each lot owner shall provide adequate parking and turning space for automobiles of employees and business invitees and guests. Parking areas shall be surfaced with either gravel, asphalt or concrete

3. All main buildings must be located on the front one-half of each lot, and the front of each building must face Enterprise Drive. Buildings located within the subdivision may be constructed of metal, wood, masonry or similar siding so long as it is maintained in good condition and painted. No residential buildings such as duplexes or apartment buildings are allowed. All buildings constructed on a lot must be of new construction and located on a permanent foundation. No temporary type buildings or pole-barns are allowed. Mobile homes, modular buildings or other pre-fabricated type buildings are allowed if they are new when moved onto the property, and they must be skirted, and must be properly attached in accordance with applicable law or code

4. Every building must be connected to approved cesspool, septic tank or city sewer. Installation of any septic tank system or systems shall be made in accordance with the County of Victoria's and the State Health Department's standards

5. No sheep, cattle, hogs, poultry or other livestock or any animals or any agricultural activities shall be permitted at anytime on any lot, except for dogs and cats kept for personal pets. All personal pets shall be leashed, fenced in or otherwise contained on their property

6. No drilling or mining operations shall be carried out on any lot

7. No noxious or offensive activities shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No disposal of toxic waste, oil or other toxic fluid may occur on the property. No removal of sand, gravel, or fill dirt from the property will be allowed.

8. The herein conveyed property shall never be used or maintained as a dumping ground for rubbish, lumber, old automobiles, building materials or other unsightly items or trash. All trash shall be properly disposed of and shall not be burned or buried on the property.

9. No lot shall be subdivided. More than one existing lot may be combined to form one business site

10. No structures may be constructed closer to any property line than the building lines shown on the plat of the Subdivision. Fences may be built on the property lines, except that no fence will be built on the existing concrete runway that is at the front of each lot. The owner of each lot must, within 90 days after acquiring title, construct a fence along the east side boundary line of his lot. This side fence must be a "hurricane" type fence of the same height, materials and design as the fence constructed by Grantor at the rear of each lot. Property owners will keep in good repair and maintain the fences (including the side fence that each lot owner is responsible for building) in substantially the same condition as currently exists. Weeds, vines and other vegetation will be kept out of any and all fences

11 No hunting or discharging of firearms shall be allowed on any lot in the subdivision

12 No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished

13 Each owner of a lot agrees for himself, his heirs, or successors in interest, that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in the Subdivision, and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said subdivision was completed by Grantor.

14 Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition

15 No part or parts of the land in this subdivision shall be used in such a manner that would increase the hazard of fire on any other part or parts of the land or any property adjoining the land.

16 Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals to a height not greater than 24 inches, and drainage areas over and across any part of a lot shall be kept clean and open so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, and plants which die shall be promptly removed from the property

17. Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. These restrictions may be enforced by and are for the benefit of not only the owners of the lots in the Subdivision described above to which these restrictions apply, but are also for the benefit of the residential property described in Exhibit "A". Notwithstanding the fact that owners of the land described in Exhibit "A" may enforce these restrictions, the property described in Exhibit "A" is not subject to these restrictions, such property already having its own set of restrictions.

18. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect

19 These restrictions shall remain in full force and effect until January 1, 2030, and shall be automatically extended for successive ten (10) year periods provided, however, that these restrictions may be terminated on January 1, 2030 or on the commencement of any successive ten-year period, by filing for record in the Office of the County Clerk of Victoria County, Texas, a written statement of election to terminate these restrictions, executed and acknowledged by the owners of a majority of the area of the property that is described in Exhibit "A". Such statement must be filed prior to the commencement of the ten-year period for which these restrictions would otherwise be in effect

III JOINDER BY LIENHOLDER

CAPITAL FARM CREDIT, having a lien against the above-described property, has executed these this document to evidence the subordination of its lien to these Restrictive Covenants, Architectural Control and Reservations, and their joinder in, consent to, and ratification of the imposition thereof

EXECUTED on this 18th day of June, 2007
to be effective June 15, 2007 BGS DEVELOPMENT, LLC

By: _____
Its _____
typed name and title

CAPITAL FARM CREDIT

By BBS
Its: Bill B. Baker Credit Office President
typed name and title

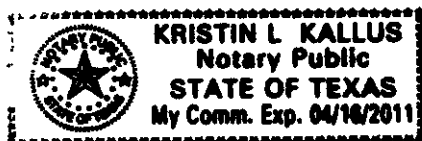
THE STATE OF TEXAS §
§
COUNTY OF VICTORIA §

This instrument was acknowledged before me on this ____ day
of _____, 2007, by _____,
of BGS DEVELOPMENT, LLC, a Texas limited
liability Company on behalf of said company

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this 18 day
of June, 2007, by Bill B. Baker
President on behalf of CAPITAL FARM CREDIT.



Kristin L. Kallus
NOTARY PUBLIC, STATE OF TEXAS

RETURN TO:

HOWARD R. MAREK
MAREK, GRIFFIN & KNAUPP
P.O. Box 2329
Victoria, Texas 77902
cathy\bgs development\commercial restrictions

III JOINDER BY LIENHOLDER

CAPITAL FARM CREDIT, having a lien against the above-described property, has executed these this document to evidence the subordination of its lien to these Restrictive Covenants, Architectural Control and Reservations, and their joinder in, consent to, and ratification of the imposition thereof

EXECUTED on this 18th day of June, 2007.
to be effective June 15, 2007

BGS DEVELOPMENT, LLC

By: James R. Gumm

Its: _____

typed name and title

CAPITAL FARM CREDIT

By: _____

Its: _____

typed name and title

THE STATE OF TEXAS §

COUNTY OF VICTORIA §

This instrument was acknowledged before me on this 18th day of June, 2007, by James R. Gumm, of BGS DEVELOPMENT, LLC, a Texas limited liability Company on behalf of said company



COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2007, by _____, on behalf of CAPITAL FARM CREDIT

NOTARY PUBLIC, STATE OF TEXAS

RETURN TO:

HOWARD R MAREK
MAREK, GRIFFIN & KNAUPP
P O Box 2329
Victoria, Texas 77902
cathy\bgs development\commercial restrictions

EXHIBIT "A"

STATE OF TEXAS }

BGS Development

COUNTY OF VICTORIA }

FIELDNOTE DESCRIPTION for a 94.6552 acre tract being part of the Jose Marie Hernandez Survey (A-59) and being out of a 381.40 acre tract conveyed from Aloe West Properties to BGS Development, LLC by deed as recorded in instrument #200512003 of the Official Records of Victoria County, Texas, said 94.6552 acre tract being more fully described by metes and bounds as follows

COMMENCING from a 5/8" steel rod found for the westernmost corner of the said 381.40 acre tract, said corner being in an angle point of the eastern right-of-way line of Old Gohad Road (60 feet in width), thence as follows:

N44°40'32"E, along the southeastern right-of-way line of Old Gohad Road a distance of 1,244.66 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for the POINT OF BEGINNING, said point being the north corner of the said 94.6552 acre tract;

THENCE, S45°19'28"E, along a northeastern line of this 94.6552 acre tract, a distance of 560.00 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for a northeast corner of this 94.6552 acre tract;

THENCE, S44°40'32"W, along a southeastern line of this 94.6552 acre tract, a distance of 780.00 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for a point for an inside corner of this 94.6552 acre,

THENCE, S00°05'21"E, along a northeastern line of this 94.6552 acre tract, a distance of 230.76 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for a point for corner of this 94.6552 acre;

THENCE, S4°29'39"E, continuing along a northeastern line of this 94.6552 acre tract, a distance of 3,190.00 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for an inside corner of this 94.6552 acre tract,

THENCE, S89°18'10"E, along a northwestern line of this 94.6552 acre tract, a distance of 484.57 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for a point for corner of this 94.6552 acre tract,

THENCE, S68°59'20"E, along a northeastern line of this 94.6552 acre tract, a distance of 1,200.50 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for a northeast corner of this 94.6552 acre tract,

THENCE, S21°03'33"W, along a northeastern line of this 94.6552 acre tract, a distance of 600.00 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for the south corner of this 94.6552 acre, same being on the northeastern right-of-way line of Coletoville Road (60 feet in width);

THENCE, N68°59'20"W, along a southwestern line of this 94.6552 acre tract and the said northeastern right-of-way line of Coletoville Road, a distance of 2,225.04 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for a southwest corner of this 94.6552 acre tract, same being the intersection of the said Coletoville and Old Goliad roads;

THENCE, N4°29'39"W, continuing along a southwestern line of this 94.6552 acre tract and the northwestern right-of-way line of Old Goliad Road, a distance of 3,672.24 feet to a 5/8" steel rod found for the said westernmost corner of the 381.40 acre tract, same being the westernmost corner of this 94.6552 acre tract,

THENCE, N44°40'32"E, along a northwestern line of this 94.6552 acre tract and the southeastern right-of-way line of Old Goliad Road, a distance of 2,220.81 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 94.6552 acres of land

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Val D. Huvar

2007 JUN 19 11:42 AM 200707914

RECORDED \$35.00

VAL D. HUVAR, COUNTY CLERK
VICTORIA COUNTY, TEXAS

THIS DOCUMENT WAS FILED BY
& RETURNED TO.

CROSSROADS ABSTRACT & TITLE CO