

**RESTRICTIVE COVENANTS, ARCHITECTURAL CONTROL  
AND RESERVATIONS**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF VICTORIA     §

KNOW ALL MEN BY THESE PRESENTS

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 described in Exhibit "A" attached hereto, and intending to sell portions of such property pursuant to an unplatted subdivision plan, 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, 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:

**RESERVATIONS**

- A Title to the roadways described in Exhibit "B" is 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 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.

**ADMINISTRATION**

- A. Grantor shall be responsible for the organization of the BGS Residential Development Homeowners Association, hereinafter called "the Association", and for the appointment of an ARCHITECTURAL STANDARDS COMMITTEE, hereinafter called "the Committee" The Association and the Committee shall have the rights, powers and duties provided for herein The Association shall be governed by its by-laws and the Committee shall be governed by its by-laws Until such time as Grantor has sold all of the property in the Development, Grantor shall name the Directors of the Association and the Members of the Committee
- B. Grantor shall, upon the sale of all of the property in the Development (unless it elects to do so sooner), issue memberships in the Association to the owners of such lots The members of the

CROSSROADS ABST. & TITLE  
GF # 35500

Association shall thereupon and thereafter elect the Directors of the Association in accordance with its By-laws, and the Association shall thereupon and thereafter name the members of the Committee

C Each residential lot in the subdivision (exclusive of those owned by Developer) shall be subject to an annual maintenance charge, hereinafter called "maintenance charge", not to exceed \$150.00 per year, or an amount in excess thereof agreed to by a majority of the lot owners, excluding lots owned by the Developer. Each lot owner shall be entitled to one (1) vote for each lot of home site owned.

The maintenance charge shall be secured, collected, managed and expended as follows

1 The maintenance charge for each lot shall be due and payable annually, in advance, on the first day of January following the sale of such lot by Grantor, and on the first day of each January thereafter. The maintenance charge for the year of the sale by Grantor shall be pro-rated and the purchaser's pro-rata share shall be paid to the Association upon the closing of the sale. Maintenance charges not paid when due shall bear interest at the rate of ten (10) percent per annum or such greater rate as may be set by the Association, provided the rate shall not exceed the maximum legal rate. No maintenance charge shall begin to accrue on any lot until the sale thereof by Grantor.

2. The maintenance charge for each calendar year until changed is hereby fixed at \$150.00 per lot per year. The maintenance charge may be adjusted by the Association from year to year, not to exceed an amount specified in paragraph C above, consistent with the needs of the subdivision as determined by the Association.

3. The maintenance charges shall, when paid, be deposited in a separate maintenance fund bank account. The maintenance fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of the subdivision and the owners of residential lots therein. The Association shall, by way of illustration and not by way of limitation, expend the maintenance fund for enforcing restrictions for the Subdivision, paying court costs as well as reasonable and necessary legal fees out of the maintenance fund, and for all other purposes which are, in the discretion of the Association, desirable in maintaining the character and value of the Subdivision and the residential lots therein.

4 To secure the payment of the maintenance charge, a vendor's lien is hereby retained on each lot in favor of the Association and it shall be the same as a vendor's lien was retained in favor of Grantor and assigned to the Association without recourse in any manner on Grantor for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law; provided, however, that such lien shall be junior, subordinate and inferior to any mortgage (and renewals and extensions thereof) granted by the owner of any lot to secure the repayment of sums advanced to cover the purchase price for the lot or any mortgage granted by the owner of any lot to secure the repayment of sums advanced to cover the cost of any permanent improvement to be placed thereon. All maintenance charge liens as provided herein may be enforceable through any

appropriate proceeding at law or in equity, provided, however, that under no circumstances shall the Association ever be liable to any owner of any lot of any other person or entity for failure or inability to enforce or attempt to enforce any such maintenance charge lien

5 The provisions of this Section C shall remain in effect so long as these Restrictions, and any extensions and/or amendments hereof, are in force

D. The Association shall function as the representative of the owners of the lots in the subdivision for the purposes herein set out as well as for all other purposes consistent with the creation and the preservation of a first-class residential subdivision. The Association shall, by way of illustration, in addition to collecting and managing the maintenance fund and enforcing these Restrictions, act through the Committee to publish architectural standards guidelines, and perform such functions as herein provided for the Committee.

The Association and the Committee may employ a consulting architect or architects to assist in the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects out of the maintenance fund.

E. Grantor, the Association and the Committee, as well as their agents, employees and architects, shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions. No approval of plans and specifications and no publication of architectural standards guidelines shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Acceptance of a deed to a residential lot in the subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Grantor, the Association and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

F No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction on any residential lot in the subdivision until the complete plans and specifications and plot plan showing the location of the structure have been approved by the Committee or its designated coordinating architect in accordance with the following procedure:

1. The owner shall submit two (2) complete sets of plans drawn to scale and specifications along with applicable examination fee as the coordinating architect (or the Committee if there is no coordinating architect) shall specify. Such plans and specifications shall be reviewed as to quality of design, harmony of exterior design and materials with existing or approved structures, and location with respect to topography, finish grade elevations and set-back restrictions

Such approval is to be based on the applicable architectural standards and these restrictions.

2. If found to be in satisfactory, a letter of approval with any qualification or modifications will be prepared for countersignature by the builder and/or owner. Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval.

3. If found not to be in compliance, one set of such plans and specifications shall be returned marked "Disapproved". Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply.

4. If no action is taken on plans and specifications within (60) days after their delivery to the Committee, they shall be deemed approved on the 60<sup>th</sup> day after delivery.

5. The Committee shall from time to time promulgate and publish Architectural Standards Guidelines. A copy of the Guidelines in effect at the time will be furnished to owners and builders on request. Such guidelines supplement these Restrictions and are hereby incorporated herein by reference. The Architectural Standards Guidelines may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements.

## RESTRICTIONS

### A Residential Purpose.

1. This subdivision shall be used for private single family residences only. The term "family" as used here in shall mean one or more persons related by blood, adoption, or marriage, living and cooking together as a single housekeeping unit, exclusive of household servants. A number of persons, but not exceeding two (2), living and cooking together as a single housekeeping unit, though not related by blood, adoption, or marriage, shall be deemed to constitute a family.

2. Only one residence shall be constructed on each lot. A lot, as that term is used herein, means a portion of the property within the Subdivision, not less than 5 acres in area. No lot shall ever be subdivided in such a way that results in a tract of land less than 5 acres.

3. The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses, and apartment houses. The term excludes commercial, business and professional uses; and any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, or other improvements used in connection with mining activities. Any activity not otherwise herein authorized is expressly prohibited.

4. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porte cocheres, porches, projections and every other permanent part of the

improvements, except roofs. Steps, terraces, and planters outside of building lines will be permitted, however, provided that approval of the Committee is granted.

5 No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises or by members of immediate family occupants. A garage shall be used solely by the owner or occupant of the lot upon which the garage is located.

6 No building materials or temporary building of any kind or character, including, but not limited to, tents, shacks, garage or barns, shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials or temporary building shall be placed within the property lines of the lot or parcel of land on which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line, and any such temporary building or structure of any kind shall not be used for any purpose other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.

7 All storage buildings or other structures built or placed on any lot after approval of initial plans must be approved by the Committee.

8. 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.

#### B. Building Sizes and Construction

1. The living area of the main house or residential structure constructed on any home site, exclusive of porches and garage, in the case of a one-story residence, shall not be less than 2,000 square feet. In the case of a residence with more than one-story, it shall not be less than 2,500 square feet. No residence may exceed two and one-half (2 1/2) stories in height above grade.

2 No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate not less than two (2) cars must be provided. Carports, subject to approval by the Architectural Standards Committee, may be used instead of garages provided that they meet all requirements of setback, facing and size applicable to garages. No garage may be converted into living area without the prior written consent of the Architectural Standards Committee.

3. The outer portion of the walls of any residence, including any attached or detached garage constructed on any lot in the subdivision, shall be composed of rock, brick, stone, masonry, or stucco covering not less than fifty percent of outside wall area unless a variance is approved by the Architectural Standards Committee. Under no circumstances shall concrete or hollow tile blocks, or asbestos or metal siding be utilized as the outer walls of the residence or garage.

4. Storage buildings, workshops and other outbuildings generally used in connection with a residence may be constructed of metal, wood, or similar siding so long it is approved by the Committee and maintained in good condition and painted

C. Building locations.

1. No building shall be located nearer than 50 feet to any property line.

D. Fences are to be constructed of wood or wire, as approved by the Committee.

E. Miscellaneous.

1. No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any part of a lot in the subdivision, and no trash racks may be permanently built or left in the front one-half of any lot

2. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased, or damaged trees which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed or repaired, and if not removed by owners, then the Association may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.

3. No activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot or to the occupants of any lot

4. Livestock may be kept on premises but not more than 4 bovine, 4 horses, 3 dogs, 3 cats. No swine, poultry or rabbits are allowed unless they are FFA or 4H projects, and will be sold after the event.

5. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly material. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross-visibility of traffic approaching an intersection or driveway.

6. 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.

7. Each owner of a lot in the subdivision agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining Lots, when such access is essential for the maintenance of drainage facilities.

8. No signs or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding one square foot in area and one sign for sale purposes not exceeding eight (8) square feet in area. During construction, contractors, architects or lending institutions may place appropriate signs on the property

9. Golf carts, tents, motor homes, trailers, small trucks, campers, boats, or similar items shall be kept on the rear one-half of the property, unless stored completely within a garage or other building. The doors of garages housing trucks, campers or boats shall be closed at all times except actual entry or exit. No motor vehicle shall be constructed, reconstructed or repaired, other than in a garage. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelter or facilities maintained during and used exclusively in connection with construction or repair of any improvements.

10. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, or the like, shall be kept on any lot other than in the garage, or other structures approved by the Committee.

11. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee. Maximum size of a stock tank on a lot is one-half acre, and excavated dirt must be removed.

12. No antenna for transmission may be erected. The only antennas allowed are for television reception.

13. No windmill or other wind powered device shall be erected, used or maintained on any lot.

14. All propane tanks shall be located not closer to the front property line than the front of any house constructed on the lot.

15. 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.

16. 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.

17 The invalidity, violation, abandonment, variance, approval, or waiver of any one or more of or any part of the reservations, restrictions, or other provisions hereof, either as to all or any part of the land, shall not affect or impair such reservations, restrictions, or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservations, restrictions, or other improvements hereof or parts thereof as to all the land.

18 Should any owner desire a minor variance from these restrictions concerning size of residence, set-back, garage location or other similar matter, application for variance shall be made to the Committee under procedures set forth in architectural guidelines. The decision of the Committee shall be final and cannot be contested by the applying owner or any owner objecting to such variance, if a variance is granted.

19. Every residential building must be connected to approved cesspool, septic tank or public sewer, and not more than one residence shall be connected to each approved cesspool or septic tank. 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.

20. No hunting or discharging of firearms shall be allowed on any lot in this subdivision.

#### H Duration

1 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 lots in the subdivision. Such statement must be filed prior to the commencement of the ten-year period for which these restrictions would otherwise be in effect.

#### I. Enforcement

1 The restrictions, conditions and use limitations herein set forth shall be binding upon Grantor, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of any portion of the Subdivision, each of whom shall be obligated and bound to observe such restrictions, conditions, and use limitations, provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said lot. The violation of any such restriction, condition, or use limitation, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said lot or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Grantor, or the owners of any lot in this subdivision, or their successors and assigns, shall have the right to enforce observation or performance of the provisions of this instrument. If any person or persons violate or



attempt to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for any person or persons owning any lot in the Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to obtain such other relief for such violations as may be legally available.

J 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 11<sup>th</sup> day of January, 2007.

BGS DEVELOPMENT, LLC

By James R. Gumm

Its: V.P.

typed name and title  
James R. Gumm

CAPITAL FARM CREDIT

By Bill B. Baker

Its: Credit Office President

typed name and title

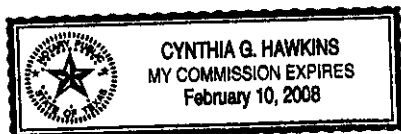
Bill B. Baker

THE STATE OF TEXAS §

§

COUNTY OF VICTORIA §

This instrument was acknowledged before me on this 11<sup>th</sup> day of Jan., 2007,  
by James R. Gumm, VP of BGS DEVELOPMENT, LLC,  
a Texas limited liability Company on behalf of said company



Cynthia G. Hawkins  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF Victoria §

This instrument was acknowledged before me on this 12<sup>th</sup> day of Jan., 2007,  
by Bill B. Baker, President on behalf of CAPITAL FARM  
CREDIT.



Cynthia G. Hawkins  
NOTARY PUBLIC, STATE OF TEXAS

RETURN TO:

HOWARD R. MAREK  
MAREK, GRIFFIN & KNAUPP  
P O. Box 2329  
Victoria, Texas 77902  
cathy/bgs development\ 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 Goliad Road (60 feet in width), thence as follows:

N44°40'32"E, along the southeastern right-of-way line of Old Goliad 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

EXHIBIT "B"

**SAVE AND EXCEPT TWO 60 FOOT STRIPS OF LAND CONTAINING 0.9674 ACRES AND 0.8264 ACRES TO BE USED FOR FUTURE ROAD RIGHT-OF-WAY, LEAVING A NET AREA OF 92.8614 ACRES OF LAND**

Said 0 9674 acre tract being more fully described 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 Goliad Road (60 feet in width), thence as follows

S4°29'39"E, along the northeastern right-of-way line of Old Goliad Road, a distance of 290 00 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 northwestern corner of this 0 9674 acre tract,

THENCE, N85°30'21"E, along a northwestern line of this 0 9674 acre tract, a distance of 704 62 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for the north corner of this 0 9674 acre tract,

THENCE, S00°05'21"E, along the northeastern line of this 0 9674 acre tract, a distance of 60 18 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for the east corner of this 0 9674 acre tract,

THENCE, S85°30'21"W, along the southeastern line of this 0 9674 acre tract, a distance of 700 00 feet to a 5/8" steel rod found for the south corner of this 0 9674 acre tract, same being on the northeastern right-of-way line of Old Goliad Road,

THENCE, N4°29'39"W, along the southwestern line of this 0 9674 acre tract and the said northeastern right-of-way line of Old Goliad Road, a distance of 60 00 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0 9674 acres of land

Said 0 8264 acre tract being more fully described as follows

COMMENCING from a 5/8" steel rod found for the southernmost corner of the said 381 40 acre tract, said corner being in the northeastern right-of-way line of Coletoville Road (60 feet in width), thence as follows

N68°59'20"W, along the said northeastern right-of-way line of Coletoville Road a distance of 730 00 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 south corner of the said 0 8264 acre tract,

THENCE, N68°59'20"W, along the southwestern line of this 0 8264 acre tract and the northeastern right of way line of Coletoville Road, a distance of 60 00 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for the west corner of this 0 8264 acre tract,

THENCE, N21°00'40"E, along the northwestern line of this 0 8264 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 north corner of this 0 8264 acre tract,

THENCE, S68°59'20"E, along the northeastern line of this 0 8264 acre tract, a distance of 60 00 feet to a 5/8" steel rebar set with 3/4" yellow and black polypropylene barricade flag attached for the east corner of this 0 8264 acre tract,

THENCE, S21°00'40"W, along the southeastern line of this 0 8264 acre tract, a distance of 600 00 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0 8264 acres of land

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Val D. Huvar*

2007 JAN 12 04:13 PM 200700733

DHYAK \$59.00

VAL D. HUVAR, COUNTY CLERK  
VICTORIA COUNTY, TEXAS

FILED BY & RETURNED TO:

CROSSROADS ABSTRACT &  
TITLE COMPANY INC

Unofficial Document