

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions is made on February 20, 2007, at Midland, Midland County, Texas, by STG Development Co., a general partnership organized under the laws of the State of Texas, consisting of Stephen T. Goree and Travis C. Goree (hereinafter "Declarant"), and whose mailing address is 6001 W. Industrial Ave., Midland, Texas 79706.

RECITALS

Declarant is the owner of all that certain real property (the "Property") located in Midland County, Texas, described as follows:

Being a 127.42 acre tract of land, more or less, located in Midland County, Texas, and more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes and known as AGRI-EMPRESSA ADDITION.

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. The general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

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.

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 1

Definitions

- 1.01 "Developer" means Declarant and its successors and assigns.
- 1.02 "Lot" means any of the plots of land contained in the real property previously identified as Exhibit "A".
- 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.

1.04 "Improvement" means all additions to the property (except trade fixtures which can be removed without injury to the property).

1.05 "Land Area" means all property other than improvements, and includes parking lots, pavement and landscaping.

1.06 "Premises" means that portion of the Property owned by an Owner.

ARTICLE 2

Architectural Control

Architectural Control Committee

2.01. Developer shall designate and appoint an Architectural Control Committee consisting of not less than two (2) persons, which shall serve at the pleasure of the Developer.

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 building, fence, wall, or other structure.
- (b) Any exterior addition, change or alteration in any building fence, wall, or other structure.

Application for Approval

2.03. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must (and a prospective Owner may) 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 portending 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 45 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

Exterior Maintenance

3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, but not the obligation, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner. Developer or Architectural Control Committee shall provide notice and an opportunity to cure of not less than 10 days to Owner prior to exercising its rights under this provision.

ARTICLE 4

Use Restrictions and Architectural Standards

Uses of Land

4.01. All Lots shall be used only for industrial, manufacturing, warehousing or distribution, or for such other public or commercial purposes as might be approved in writing in advance by the Architectural Control Committee.

Design, Minimum Floor Area, and Exterior Walls

4.02. Any improvement constructed on a Lot must be approved by the Architectural Control Committee. On each such Lot, there shall be at least 2.0 square feet of Land Area for each square foot of Improvements. The Structural framing for exterior portions of all improvements shall be built of reinforced concrete or factory fabricated structural steel. The outside wall of all improvements shall be not less than 40% in total area of masonry construction. Any remaining exposed non-masonry surface shall be factory finished enamel metal siding.

All buildings erected on the premises shall be of new construction and materials. No buildings or portions of building of old materials may be moved onto the property.

No temporary structures, including but not limited to, trailers, tents, shacks or other such structures shall ever be placed on any of the Lots without the prior written approval of the Architectural Control Committee.

Setbacks

4.03. All buildings shall be setback at least seventy-five (75) feet from the property line adjacent to any street or roadway. Buildings shall be setback a minimum of (10) feet from all other property lines not adjacent to any street or roadway, except where properties abut a dedicated railroad easement in which case the building set back facing the railroad easement shall be established from the right-of-way easement or center line in compliance with Missouri Pacific Railroad Construction specifications and requirements. Building canopies may not extend beyond the building setback lines. In the event a new street is added after a building is built then the set back rule would not apply to that portion of the building previously constructed.

Parking and Loading Facilities

4.04. All parking and loading areas shall be provided on the site, with no on-street parking or loading permitted. Parking and loading areas shall be paved to provide dust-free, all-weather surfaces.

Paved access from improved roadways to all parking and loading areas is required. Such access or driveways shall be installed and maintained at the expense of the Owner of the property. The Owner of the property shall also be responsible for repair and replacement costs of paved areas, including if the service of underground utilities or pipelines requires the removal of such paving.

Parking facilities shall be provided based on the greater of the following methods of calculating requirements:

a. Parking in relation to personnel:

1 space for each 1 1/2 employees

1 space for each managerial person

1 visitor parking space for each 10 managerial personnel

b. Parking in relation to floor space:

1 space for each 500 square feet of gross floor area used in manufacturing

1 space for each 250 square feet of office floor area

Resubdivision or Consolidation

4.05. No Lot shall be resubdivided or split without the prior approval of the Architectural Control Committee. In no event shall a lot consist of less than two (2) acres.

Noxious or Offensive Activities Prohibited

4.06. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood. No Bars, Saloons, or other businesses where alcohol is sold or consumed shall be permitted on the Premises. No sexually-oriented businesses shall be permitted on the Premises.

If Developer shall, in its sole opinion, make a determination that a particular activity constitutes a noxious or offensive activity or a nuisance, such determination shall be binding on the Owner of each Lot or building site involved.

Landscape Treatment

4.07. At least 25 percent (25%), by area, of the required minimum setback areas abutting a street or roadway, or its equivalent, shall be landscaped, planted and maintained at the expense of the Owner.

Signs

4.08. Signs shall be limited to those identifying the name, products and services of a lessee or Owner of the property, those necessary for directional purposes and those required to advertise the availability of property for sale or lease within the property previously described as Exhibit "A". Outdoor advertising, billboards, or flashing, revolving or intermittent lighting shall not be permitted. No free-standing signs shall extend beyond the property lines or extend a maximum of twenty (20) feet in height. Signs attached to buildings shall be limited to sidewalls only.

Rubbish, Trash and Garbage

4.09. The Owner of any Lot must at all times keep the premises, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health and police requirements; any Owner or lessee will remove at his own expense any rubbish of any character whatsoever which may accumulate on such property. Any regular garbage or refuse collection must be conducted off the street and on the site. No refuse containers of any kind will be allowed within one hundred (100) feet of any property line facing the street. The Owner of the Lot shall be responsible for the cleaning, mowing, maintenance and upkeep of dedicated rights-of-way and clear areas lying between Owner's property line and the paved portion of the streets and roadways adjacent to said property. No rubbish or trash shall be burned on the Lots or Land Area.

Junk

4.10. No junk or junkyards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles, machinery, sewage, compost, trash, or any other unsightly storage of personal property be permitted. No gravel or caliche pit shall be permitted on the premises.

ARTICLE 5

Easements

Reservation of Easements

5.01. All easements for the installation and maintenance of utilities and drainage facilities are reserved to Developer. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

ARTICLE 6

General Provisions

Enforcement

6.01. The 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.

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~~ ~~interest~~ 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. These easements, restrictions, covenants, and conditions shall be specifically included in any and all deeds or other instruments conveying an interest in the Property.

Duration and Amendment

6.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by the then owners of at least a two-thirds (2/3) majority of the square feet of the Property previously described as Exhibit "A". The covenants, conditions, and restrictions of this Declaration may be amended by an instrument

