

FILE NO.
220563

CAROL JONES
CLERK OF COURT
MOBILE, ALABAMA

10 JAN - 09 PM 3:09

Carol Jones
DEPUTY CLERK

**CORRECTED
DECLARATION OF RESTRICTIONS**

When Recorded, Return to:

Bastrop Development Group, LLC
155 W. New York Ave, #200
Southern Pines, North Carolina
Attention: Linda Suydam

**CORRECTED
DECLARATION OF RESTRICTIONS**

9 THIS DECLARATION OF RESTRICTIONS (this "Declaration") is made as of the 9 day of December, 2009, by Bastrop Development Group, LLC, a North Carolina limited liability company ("Declarant").

RECITALS:

A. Declarant is the owner of certain real property (collectively, "Declarant's Property" and individually "Lot 1", "Lot 2" and "Lot 3"), which is located in Bastrop, Louisiana. The description of Declarant's Property is attached hereto as Exhibit "A" and the depiction of Declarant's Property is attached hereto as Exhibit "C", both exhibits incorporated herein by this reference.

B. Tractor Supply Company, a Delaware corporation ("TSC"), intends to lease from Declarant (the "Lease") a portion of Declarant's Property as described on Exhibit "B" attached hereto and incorporated herein by this reference ("Lot 1").

C. Declarant may sell each of "Lot 1", "Lot 2" and "Lot 3" (referred to as the "Lots") in the future to other owners (each referred to as an "Owner" or collectively as "Owners").

D. TSC has requested that Declarant restrict the use of the remaining Declarant's Property, and Declarant has agreed to so restrict its use.

DECLARATIONS:

NOW THEREFORE, Declarant hereby declares as follows:

1. Restrictions on Use. For so long as Tractor Supply Company, its subsidiaries, successors or assigns, holds a leasehold or fee simple estate in Lot 1, no part of Lot 2 or Lot 3 shall be sold, leased, rented, occupied, or allowed to be occupied for selling or offering for sale those items that support a farm/ranch/rural/do-it-yourself lifestyle, including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock gates; (d) livestock

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BOOK 618
PAGE 756

feeding systems; (e) animal feed and health/maintenance products for pets or livestock (including but not limited to: dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock); (f) western wear and boots; (g) outdoor work wear (similar to and specifically including Carhartt products) and boots; (h) horse and rider tack and equipment; (i) bird feed, housing and related products; (j) lawn and garden equipment (including but not limited to, push/riding mowers, mow-n-vacs, garden carts, snow blowers, chippers and shredders, wheel barrows, and log splitters); (k) hardware; (l) power tools; (m) welders and welding supplies; (n) open and closed trailers; (o) 3-point equipment; and, (p) truck and trailer accessories (including truck tool boxes, and trailer hitches and connections) (the "Restricted Products"). Notwithstanding the foregoing, nothing shall prevent any tenant or owner of Lot 2 and Lot 3 from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant to the display for sale of Restricted Products does not exceed five percent (5%) of the total number of square feet of space used for merchandise display by such tenant or owner (including one-half (1/2) of the aisle space adjacent to any display area).

2. Lot 2 Building Restrictions. Any building constructed on Lot 2 shall be limited to one story in height, not to exceed a maximum height of twenty-one feet (21') from grade level, excluding any mechanical appurtenances or architectural embellishments, which shall not exceed a total maximum height of twenty-six feet (26') from grade level. Any building constructed on Lot 2 shall be limited to a total of 6,000 square feet of building area and shall be constructed only within the area identified on Exhibit "C" as the "Lot 2 Permitted Building Area."

3. Maintenance. Upon the development of each Lot, each Owner, at such Owner's expense, shall (a) maintain its Lot; (b) ensure that the those portions of the Lots which are used as roadways and common areas are properly graded and covered with all-weather asphalt surfacing, maintained at all times in a clean and safe condition and state of repair (including landscaping), and maintained free of all snow, ice, trash and debris; (c) adequately mark roadways and common areas with necessary striping and directional signs for proper flow of traffic; (d) provide and maintain adequate lighting for proper illumination per any governmental regulations; and (e) keep the grass on the Lot properly cut, free from weeds and trash, and otherwise neat and attractive in appearance.

4. Pre-Construction. Until such time as buildings and other improvements are constructed on a Lot, the Owner of each Lot shall install appropriate ground cover (i.e. grass) and take such other measures as are reasonably necessary to control grass, weeds, blowing dust, litter and debris so each Lot is maintained in a condition that will not detract from business operations on developed Lots.

5. Restoration. In the event of any damage to or destruction of a building on any Lot, the Owner of such Lot shall, at its sole cost and expense, promptly, either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) remove damaged improvements and restore the Lot to a reasonably level, rough-graded condition with appropriate ground cover (i.e. grass).

6. **Indemnity.** Each Owner shall defend, indemnify and save harmless the other Owners and TSC (for so long as TSC, its subsidiaries, successors or assigns, holds a leasehold or fee simple estate in Lot 1), their affiliates, and each of their respective board members, officers, directors, partners, employees, representatives, agents, and assignees from all claims, costs, damages, judgments, expenses, fines, liabilities and losses (including reasonable attorneys' fees, paralegal fees, expert witness fees, consultant fees, and other costs of defense) arising from or as a result of (i) any accident, injury, including death, loss or damage of any kind whatsoever caused to any person or to the property of any person that may arise in the use and enjoyment by the indemnifying Owner of any rights and privileges herein granted that is caused by the negligence or misconduct of the indemnifying Owner, its agents, employees or contractors, or (ii) the indemnifying Owner's failure to perform its obligations under this Declaration. The indemnities provided herein are ones of first defense and payment, not of reimbursement or surety, and shall in no way be limited by or to the amount of insurance carried, or required to be carried, by the Owners.

7. **Modifications.** As long as Declarant owns any portion of the Declarant's Property, no modification of this Declaration shall be effective unless it is in writing and is signed by the owner of Lot 1 and Declarant (and any modification of this Declaration shall only require execution by the owner of Lot 1 and Declarant and shall not require the consent of any other person until Declarant no longer owns any portion of the Declarant's Property, except as otherwise provided in this section). After Declarant no longer owns any portion of the Declarant's Property, no modification of this Declaration shall be effective unless it is in writing and is signed by the owners of Lot 1 and Lot 2 (but if Lot 2 has more than one owner, the owner of the greatest number of square feet of land within Lot 2 shall be considered the owner of Lot 2 for purposes of this Section), and shall not require the consent of any other person, except as otherwise provided in this section. In the event Declarant conveys any part of Declarant's Property to a limited liability company or similar entity in which Declarant or its principal, Baseline Properties Group, LLC, is a controlling member or manager or owner, then such entity shall be considered the Declarant hereunder.

8. **No Waiver.** No waiver of any term or condition of this Declaration shall be effective unless it is in writing and is signed by the person against whom enforcement of the waiver is sought, and then only in the particular circumstances specified. No failure by a person to exercise any right or privilege or to require timely performance of any obligation in accordance with the provisions of this Declaration shall preclude the exercise of those rights or privileges or the enforcement of those obligations in different circumstances or upon the reoccurrence of the same or similar circumstances. Moreover, the exercise of any remedy provided at law, in equity, or in this Declaration shall not impliedly preclude the exercise of any other remedy, except when expressly forbidden or limited by the provisions of this Declaration.

9. **Attorneys' Fees.** If any person commences litigation or other legal proceedings for a default under this Declaration, the prevailing party in that litigation shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and expert witness fees, with attorneys' fees to be determined by the court and not a jury in that litigation.

10. **Interpretation.** As used in this Declaration, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the

context so requires. This Declaration shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Declaration or any part of it to be construed against the person causing this Declaration to be written.

11. **Invalidity.** If any term, condition, or covenant of this Declaration is deemed to be invalid, illegal, or unenforceable, then the invalidity, illegality, or unenforceability shall not affect the remaining portion of that provision or any other provision of this Declaration.

12. **Effective Upon Recording.** This Declaration shall take effect upon its recordation in the Official Records of the Morehouse Parish.

13. **Governing Law; Venue.** This Declaration shall be governed by and construed in accordance with the laws of the State of Louisiana. The proper venue for any and all legal proceedings arising out of this Declaration shall be the Superior Court of Morehouse Parish, Louisiana.

14. **Covenants to Run with Land.** It is intended that each of the covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date set forth above.

Bastrop Development Group, LLC
a North Carolina limited liability company

By: Baseline Properties Group, LLC
a North Carolina limited liability company

Its: Managing Member

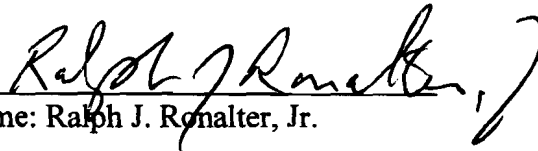
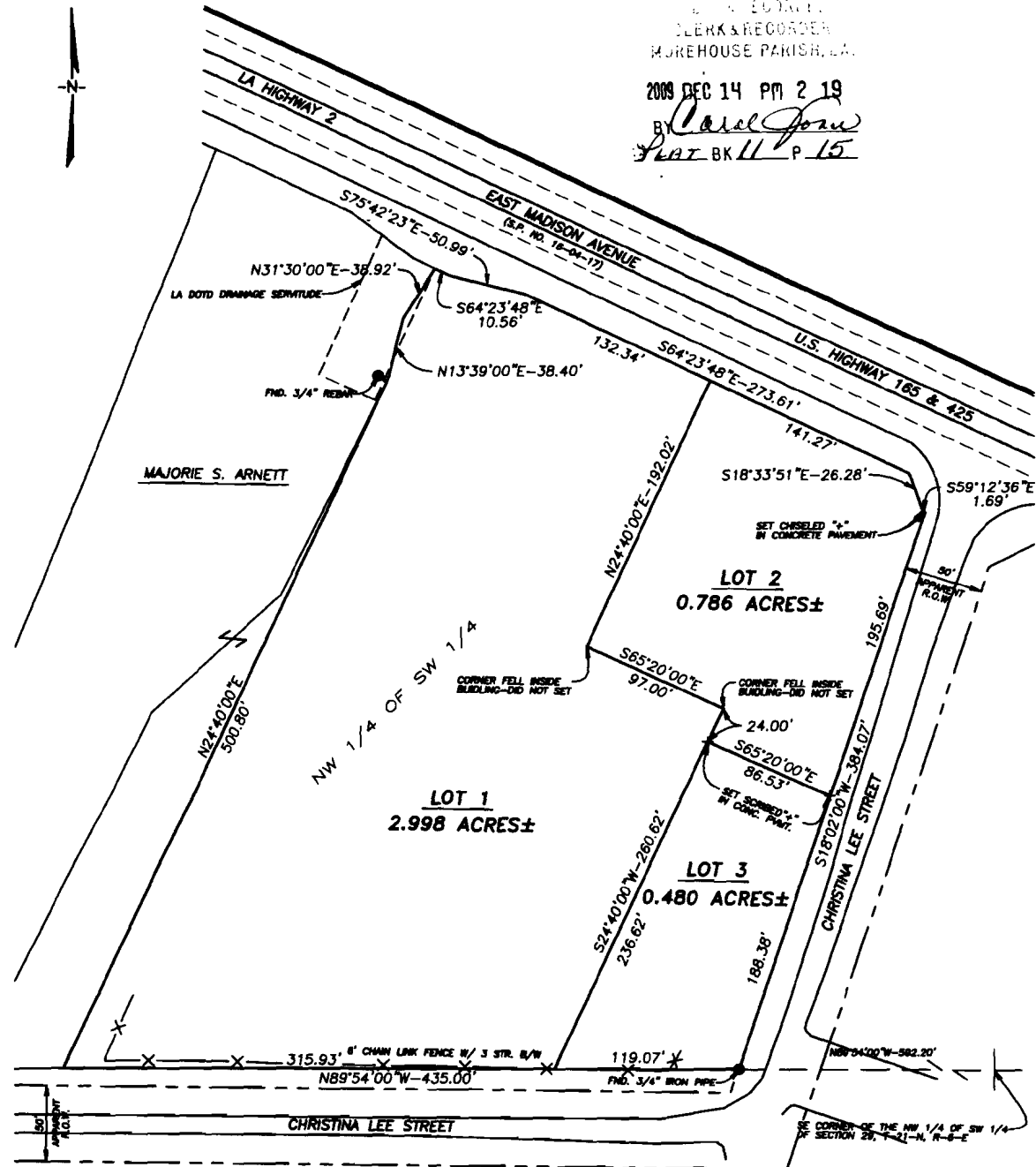
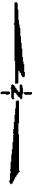
By: 
Name: Ralph J. Ronalter, Jr.

Exhibit "A"

CLERK & RECORDER
 MOREHOUSE PARISH, LA.

2009 DEC 14 PM 2:19
 BY *Carol Jones*
 PLAT BK 11 P 15



DECLARATION
 THE UNDERSIGNED OWNER OF THE PROPERTY SUBDIVIDED AS DEPICTED HEREON HEREBY REPRESENTED BY THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE BEFORE THE UNDERSIGNED AUTHORITY AND IN THE PRESENCE OF THE UNDERSIGNED COMPETENT WITNESSES, ON THIS 10th DAY OF December 2009, DOES HEREBY SUBDIVIDE THE PROPERTY AS SHOWN HEREON.

SURVEYOR'S NOTE
 BEARINGS ARE BASED ON THE EAST LINE OF A 2.0000± ACRE TRACT WITH REFERENCE TO A MARCH 17, 2008 PLAT OF SURVEY BY MESSINGER & ASSOCIATES, INC.

LEGEND
 ● FOUND MONUMENTATION
 -X- FENCE
 + SET SCRIBED "X"

WITNESSES:
Carol Jones
David H. Smith
 NOTARY PUBLIC
 NOTARY NAME: *Linda Suydam*
 NOTARY/BAR ROLL NO. *20424200*

BASTROP DEVELOPMENT GROUP, LLC
 William C. Bennett
 LINDA SUYDAM
 NOTARY PUBLIC
 SCOTLAND COUNTY, N.C.

SUBDIVISION PLAT
 MILTON PLACE
 LOCATED IN THE
 NW 1/4 OF THE SW 1/4
 SECTION 29, T-21-N, R-6-E
 CITY OF BASTROP
 MOREHOUSE PARISH, LOUISIANA

BALLARD FORESTRY & SURVEYING, LLC
 603 REYNOLDS DRIVE
 RUSTON, LOUISIANA 71270
 (318) 251-1504
 LICENSED IN LA, AR, & MS

CERTIFICATION
 I, J. WALTER BALLARD, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF LOUISIANA, HAVE SURVEYED THE PROPERTY HEREON SHOWN IN ACCORDANCE WITH THE APPLICABLE MINIMUM STANDARDS FOR PROFESSIONAL BOUNDARY SURVEYS ESTABLISHED BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD FOR A CLASS "B" SURVEY. THIS PLAT IS A TRUE REPRESENTATION OF THE SURVEY PERFORMED. I FURNISH CERTIFY THAT I HAVE SET 3/8" REBARS AT ALL LOT CORNERS UNLESS SPECIFIED OTHERWISE.
 J. WALTER BALLARD
 LAND SURVEYOR NO. 4741
 CERTIFIED TRUE COPY
 DEC 23 2009
Carol Jones
 CLERK & RECORDER MOREHOUSE PARISH

CLIENT: BASTROP DEV. GROUP, LLC	DRAWN: JFH
DATE: DECEMBER 10, 2009	PROJECT NO. 0948-A
SCALE: 1"=70'	DRAWING NO. 0948-A-01-R1

Exhibit "B"

LEGAL DESCRIPTION – Lot 1

Lot 1 of Milton Place, a subdivision in the City of Bastrop, Louisiana, as per subdivision plat prepared by J. Walter Ballard, P.L.S., recorded in Plat Book 11, Page 15, of the Records of Morehouse Parish, Louisiana, which lot consists of approximately 2.998 acres.

PROJECT NO. _____
DATE _____

TSC

TRACTOR SUPPLY COMPANY
BASTROP
LOUISIANA

DATE	_____
BY	_____
SCALE	_____
PROJECT NO.	_____
SHEET NO.	_____
TOTAL SHEETS	_____
DATE	_____
BY	_____
SCALE	_____
PROJECT NO.	_____
SHEET NO.	_____
TOTAL SHEETS	_____

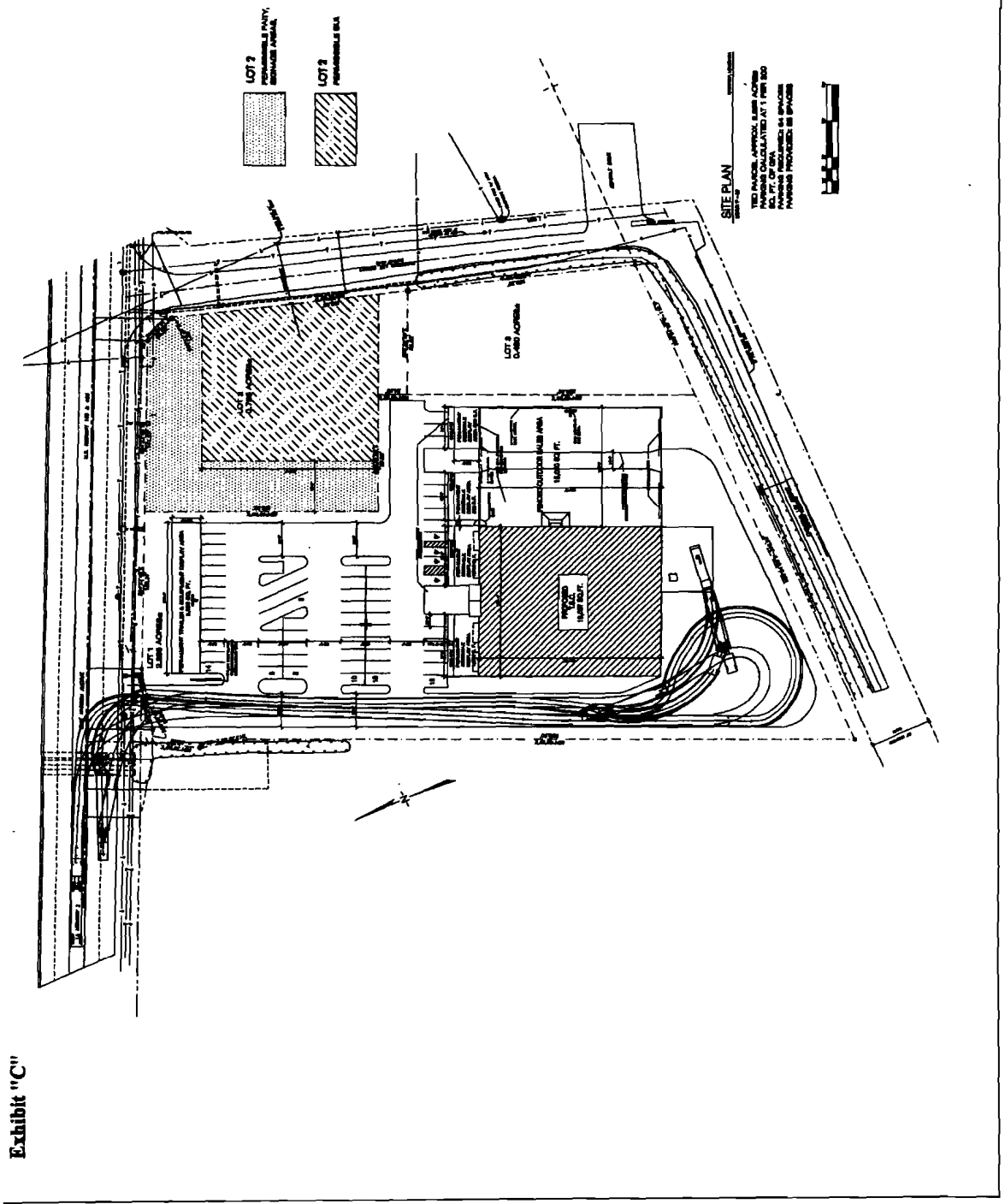


Exhibit "C"

CERTIFIED TRUE COPY
JAN - 8 2010
BY *Carol Ann*
DEPUTY CLERK, MOREHOUSE PARISH