

THE STATE OF TEXAS )

COUNTY OF LLANO )

That AUSTIN CATERING SERVICE, INC. ("Owner") , a Texas corporation, is the owner of the following property:

RIO VISTA, UNIT THREE, a subdivision in Llano County, Texas, containing 255.631 acres, more or less, as recorded in Volume\_\_\_\_, Page\_\_\_\_, of the Llano County Plat Records,

and such Owner desires to adopt a plan for the development of subject property which will be binding upon it, and its successors and assigns in title, to the land in said subdivision;

NOW, THEREFORE, for and in consideration of the mutual benefits to the developers and future owners of the above described property, herein called "Subject Property", AUSTIN CATERING SERVICE, INC., does hereby make Subject Property subject to the following restrictive covenants, to-wit:

1. Tracts 101, 129, 130, and 131 may be used for any lawful purpose, except that no mobile home or unit similar in construction to a mobile home shall be placed or permitted to remain upon any of said Tracts 101, 129, 130, and 131, unless such mobile home is used for purposes other than residential. Owner hereby declares that it may in the exercise of its absolute discretion and reserves the right upon conveyance any of such tracts to place such restrictions thereon as it may elect and deem proper, all without the joinder of any other owners of tracts in said subdivision.

All of the remaining tracts in said subdivision shall be used for residential purposes only and no commercial enterprise of any kind or character shall be carried on on any of such remaining tracts, herein sometimes referred to as "residential tracts".

2. Except as hereafter provided, no more than two single-family dwelling units shall be erected, altered, placed or permitted to remain on any residential tract. All dwelling units must contain at least 900 square feet of living area. Detached garages, work shops, and barns may be constructed on any tract so long as they are of good construction, kept in good repair, and are not used as a residence. Except as hereinafter expressly provided, the term "dwelling" shall be construed to include mobile homes, provided such mobile home contains at least 600 square feet of living area, is not more than five years of age at the time it is placed on said tract, and is completely underpinned. No mobile home or dwelling unit of similar design or construction may be placed on tracts numbered 102, 103, 104, 105, 125, 126, 127, 128, 132, and 133. Owner may, in the exercise of Owner's absolute discretion, permit the erection of multi-family dwelling units on any residential tracts, but no multi-family dwelling units shall be commenced or constructed on any residential tract without the express written consent of owner obtained in advance.

3. No building or mobile home of any kind shall be located on any tract nearer

than 25 feet to back or side tract lines. No building or mobile home shall be located on any tract nearer than 100 feet to any public road. All dwellings placed on Subject Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity.

4. In the event any livestock (except hogs or pigs) are kept on Subject Property, not more than one head of livestock per acre shall be kept on any tract, and any tract containing livestock must be fenced, provided, however, that no hogs or pigs may be kept on the premises. No poultry shall be kept or raised on Subject Property, except poultry for personal use of the owner of any tract may be kept and any poultry kept for personal use shall at all times be kept in an adequate enclosure.

5. Except for Tracts 101, 129, 130, and 131, the term "tract" as used herein shall mean a tract as shown on the aforesaid subdivision and no resubdivision of any such tract shall affect such meaning; provided, however, that for the purpose of financing the construction of a home a purchase contract holder may obtain a deed to a portion of the land upon payment of such sum on the principal of the account as may be required, and for those purchasers transactions handled on the basis of a note and deed of trust, such purchaser may obtain a partial release of the deed of trust; and provided, however, that after January 1, 1986, any such tract may be resubdivided into two or more smaller tracts, and from and after such date, the term "tract" shall mean any tracts resulting from any such resubdivision. The owner may resubdivide Tracts 101, 129, 130, and 131 into two or more smaller tracts at any time and as to such tracts, the term "tract" shall mean the resubdivided tracts. Nothing herein shall be construed to affect the duration of these restrictions contained in Paragraph 9 hereof.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change or retard the flow of water through drainage channels in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. Owner has no obligation to maintain the roads shown on the plat of said subdivision.

7. No noxious or offensive activities shall be carried on upon any tract, nor

shall anything be done thereon which may or may become an annoyance or nuisance.

8. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these are recorded. After such time such covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change such covenants in whole or in part.

10. Enforcements shall be by proceeding in law or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

11. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

DATED this the 13<sup>th</sup> day of November, 1975

AUSTIN CATERING SERVICE, INC.

ATTEST:

Kay Thurman  
Kay Thurman, Secretary

By: Will Thurman, Jr.  
Will Thurman, Jr., President

THE STATE OF TEXAS )  
(  
COUNTY OF TRAVIS )

BEFORE ME, the undersigned authority, on this day personally appeared WILL THURMAN, JR., President of AUSTIN CATERING SERVICE, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said AUSTIN CATERING SERVICE, INC., a Texas corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13<sup>th</sup> day of November, 1975.

[Signature]  
Notary Public, Travis County, Texas