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Restrictions

THE STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LLANO)

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

RIO LLANO, UNIT One, a subdivision in Llano County, Texas, according to the map or plat thereof, 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 Owner and future owners of the above described property, hereinafter called "Subject Property", Owner does hereby make Subject Property subject to the following restrictive covenants, to-wit:

1. Tracts 1, 2, 3, 4, 29, 30, 31 and 32 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 1, 2, 3, 4, 29, 30, 31 and 32 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 additional restrictions thereon as it may elect and deem proper, all without the joinder of any other owners of tracts in said subdivision. Unless the context otherwise requires, Paragraphs 3 through 11 apply to such tracts.

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".

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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 720 square feet of living area. No houses built elsewhere and more than ten (10) years old (at the time moved) shall be moved on or permitted to remain on any residential tract, without the express written consent of Owner obtained in advance and filed in the Llano County Deed Records. Detached garages, workshops and barns may be constructed on any residential 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 which (i) contain at least 720 square feet of living area, (ii) are not more than five (5) years of age at the time placed on said tract, and (iii) are completely underpinned within thirty (30) days from the date placed on the tract, such underpinning to be with new materials and to be done in a neat, good and workmanlike manner. However, no mobile home or dwelling unit of similar design or construction may be placed on tracts numbered 1, 2, 3, 4, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40. 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 and filed in the Llano County Deed Records.

3. Unless the plat indicates a different building set-back line, no building or mobile home of any kind shall be located on any tract nearer than 25 feet to back or side tract lines, and no building or mobile home shall be located on any tract nearer than 100 feet to any public road. It being understood that the building set-back line shown on the plat, if different from the foregoing, will control; provided, however, as to any tract, Owner may waive or alter any building set-back line on any plat or in these restrictions if, in the exercise of

Owner's sole judgment, such waiver or alteration is necessary to permit effective utilization of a tract of land. Any such waiver or alteration must be in writing and recorded in the Deed Records of Llano County, Texas. 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 any tract, 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 any tract, except poultry for personal use of the owner of any tract may be kept provided it is kept in an adequate enclosure.

5. Except for Tracts 1, 2, 3, 4, 29, 30, 31 and 32, 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 residence, a purchase contract holder may obtain a deed to a portion of the land upon payment of such sum on the principal of the contract 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 upon payment of such sum of the principal of said note as may be required. However, after January 1, 1987, any 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 1, 2, 3, 4, 29, 30, 31 and 32 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 10 hereof.

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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 (Austin Catering Service, Inc.) has no obligation to maintain the roads shown on the plat of said subdivision. No dam or similar structure may be built on any creek or natural waterway which is established as a drainage easement of the subdivision, as shown on the recorded plat. Dams may be built on creeks or natural waterways which are not so established as drainage easements, only if (i) written permission is obtained from Owners of land adjacent to such waterway on both sides; (ii) such dam will not be built so as to back water up on or inundate the land of another owner, unless a written easement is obtained from such other owner; and (iii) such dam will not cause the flooding of any roadway. The owner of property on which a dam is located shall be obligated to maintain the same and keep it in a good state of repair. Existing dams, or those built by Owner, will not be removed without written permission from all owners affected by such removal.

The owners of Tracts 52, 53, 54, 55, 56, 59, 60, 61, 62, 64, 65, 66, 67 and 68, both inclusive, shall all have a common easement and right to use all of the waters in the lake located on such lots (as the waters of such lake may exist from time to time) for swimming, boating, fishing and other recreational purposes, but may not use such lake or easement for commercial purposes. All such use will be at the risk of the party using same and Owner (Austin Catering Service, Inc.), its successors

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or assigns, shall have no responsibility to maintain said lake or supervise the activities thereon or in connection therewith. However, the following restrictions shall apply to the use of such lake:

(a) No boats with motors shall be used on or about such lake;

(b) No fish traps or nets (or similar devices) shall be used in or about such lake or be placed or permitted to remain therein;

(c) No trot lines or other stationary fishing lines with more than two hooks shall be used in or about such lake or be placed or permitted to remain therein;

(d) There shall be no dumping or injection of rubbish, trash, garbage, waste or other similar matter in such lake;

(e) No water shall be pumped or otherwise taken from the lake in any substantial quantities; and

(f) No permanent type improvements (other than boat dock or similar facilities) shall be placed or permitted to remain within the set-back area denoted on the plat, and said set-back area shall be kept neat and free from trash, debris and other unsightly collections; no trash shall be burned in such set-back area.

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. No inoperable vehicles or machinery, or vehicles or machinery on blocks shall be left on any tract for more than ten (10) consecutive days.

237 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 thirty (30) years from the date these are recorded. After such time such covenants shall be automatically extended for successive periods of ten (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. Enforcement hereof 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 no wise affect any of the other provisions, which shall remain in full force and effect.

DATED this the 26th day of August, 1977.

AUSTIN CATERING SERVICE, INC.

ATTEST: Ray Thurman
Ray Thurman, Secretary

By: Will Thurman
Will Thurman, Jr., President

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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 12th day of August, 1971.

Notary Public, Travis County, Texas

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