

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 ONE, a subdivision in Llano County, Texas,
 containing 353.365 acres, more or less, as recorded in
 Volume 2, Page 98, 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 1, 2, 41, 42, 43 and 44 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, 41, 42, 43 and 44, 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 3-4-5-6-36-37-38-39-40-

45-46-47-48. 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 1, 2, 41, 42, 43 and 44, 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, 1985, 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 1, 2, 41, 42, 43 and 44 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 20th day of November, 1974.

AUSTIN CATERING SERVICE, INC.

ATTEST:

Ray Thurman
Ray 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.

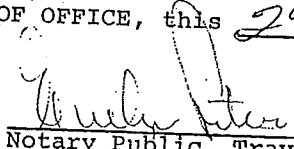
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of November, 1974.

M. L. Crumley (M. L. Crumley)
Notary Public, Travis County, Texas

THE STATE OF TEXAS, X
COUNTY OF TRAVIS.....X

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT L. BALES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of June, A. D. 1972.



Notary Public, Travis County, Texas